



## BRIAN CUMBO

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ADMITTED IN KY AND WV

November 29, 2021

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

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

To Whom It May Concern:

Enclosed please find Martin County Water District's Notice of Filing an **updated** information packet for the Board meeting that was held on November 23, 2021.

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**

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Comes the Martin County Water District, by counsel, and hereby gives Notice of Filing of the attached **updated** information packet for the Martin District monthly Board meeting that was held on November 23, 2021.

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

This will certify that a true and correct copy of the foregoing was served via electronic filing on this the 29 day of November, 2021, to the following:

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

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

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

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

Phone (606) 298-3885      Inez, Kentucky 41224

**Regular Meeting, Tuesday, November 23, 2021 – 6:00 p.m.**  
**Martin County Government Center (2<sup>nd</sup> Floor)**

- 1) Call the meeting to order
- 2) Review and Consideration to Approve Minutes
- 3) Introduction of Guests
- 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. Water Loss Report
- 8) Capital Projects Report
  - A. Project Updates
- 9) Other Old Business
- 10) Other New Business
  - A. 2022 MOA
- 11) Consider Motion to Convene into Closed Executive Session
- 12) Consider Motion to Close Executive Session
- 13) Other and Informational
- 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  
October 26, 2021, Meeting Minutes**

**Presiding:** James Kerr, Chairman  
**Present:** Directors: Greg Crum, BJ Slone  
Staff: Craig Miller (GM), JJ Ridings (LM), Cassandra Moore  
**Guests:** Karen Salyer

The Regular Meeting of the Martin County Water District was held on October 26, 2021, at the Martin County Government Center, at 42 East Main St (2<sup>nd</sup> Floor), Inez, Kentucky 41224. Mr. Kerr called the meeting to order at 6:01 p.m.

Mr. Kerr called for review of the September 28, 2021, Regular Board Meeting minutes. Having no questions or further discussions, Mr. Slone motioned to accept the September 28, 2021, Regular Board Meeting minutes. Mr. Crum seconded. All ayes. Motion carried.

Mr. Kerr inquired if there were any guest requesting to speak. Karen Salyer addressed the board as to why her bill was so high, where all the funding was going, and information about the chemicals in the water causing cancer. Mr. Kerr addressed that the District would investigate all Mrs. Salyer's complaints and get back to her with any information they find at the next Board Meeting.

Mr. Kerr requested discussion on the review and consideration of the Financial Reports. Mr. Miller detailed each report as submitted. After further discussion, Mr. Slone motioned to approve the Treasurer's report submitted. Mr. Crum seconded. All ayes. Motion carried. Other Financials were presented by Mr. Miller. After further discussion, Mr. Crum motioned to approve, Mr. Slone seconded. All ayes. Motion carried.

Mr. Kerr called for review and consideration to Approve Bills. After review and no further discussion, Mr. Slone motioned to approve the list of bills as presented. Mr. Crum seconded. All ayes. Motion carried.

Mr. Kerr asked if there were any legal issues to discuss. Mr. Cumbo addressed the approval on the Fishbeck contract. After further discussion, Mr. Slone motioned to approve the Fishbeck contract as presented. Mr. Crum seconded. All ayes. Motion carried.

Mr. Kerr called for review of the Operations Report. Mr. Miller provided the Operations report. Plant staff worked with distribution crews to move water around the system to keep water in the tanks while crews were addressing leaks and failures throughout the system. Plant staff provided information to the crews about tank levels and pressure fluctuations in the system. A crew from Oldham County and Kentucky Rural Water came in to help the distribution team with repairs. The 4MGD raw water intake pump had to be taken in

for repairs. The volute separated and bolts were broken off the casing. The distribution crew hired Ed Hinkle, making the team fully staffed. The crews fixed 28 leaks this month.

Mr. Miller presented an update of the water loss report.

Mr. Miller presented an update on the capital projects report. The water plant is on schedule with the mixer motor being taken out and the clarifier "guts" gone. The raw water is in the proves of moving dirt. They have moved the old structure to build the ramp. Mr. Miller will meet with Bell Engineering and Xylem in the next couple weeks to discuss any changes that they may need to make. There has been no update on the Hal Rogers information.

Mr. Kerr inquired if there was any Other Old Business to discuss. Mr. Miller presented to the Board the information he received from the PSC regarding the rate reduction for customers without service for extended periods. The PSC informed Mr. Miller that it would be a long process and require a tariff change. Although, the PSC could still reject the change. Mr. Kerr asked the Board to table the decision and allow him more time to speak with Mr. Cumbo. The new website is in the process of being created and should be officially available in the next month. Staff will post on the Martin County Water and Sanitation page when it's finished and available to customers.

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

Executive session not required.

Mr. Kerr inquired if there were any other questions before motioning to adjourn. Nina McCoy asked if the water quality report could be posed in the newspaper. Mr. Miller advised that it was available on the division of waters page, that it was available to anyone at any time. Mr. Miller would have to explore ways to post and update customers with this information.

Having no further items for discussion, Mr. Kerr requested a motion to adjourn. Mr. Crum motioned to adjourn the meeting. Mr. Slone seconded. All ayes. Motion carried. Meeting adjourned at 7:40 p.m.

Minutes approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
James Kerr, Chairman

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

## Martin County Water District

### Balance Sheet

October 31, 2021

10/31/21
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#### ASSETS

##### **CURRENT ASSETS**

Checking Account - Operations	\$	42,460.17
Revenue Fund - EFT		28,510.09
Cash on Hand		900.00
<b>Total Cash</b>		<b>71,870.26</b>
Accounts Receivable		392,772.61
Allowance for Doubtful Accounts		(112,907.54)
Unbilled Accounts Receivable		62,058.00
Inventory		4,566.18
Prepaid Expenses		967.83
<b>Total Current Assets</b>		<b>419,327.34</b>

##### **PROPERTY, PLANT, & EQUIPMENT**

Land		214,713.83
Water Supply & Distribution System		27,316,475.43
Buildings		500,263.89
Equipment & Furniture		6,398,523.47
Vehicles		307,473.65
Construction Work in Progress		961,836.70
Less: Accumulated Depreciation		(17,792,379.38)
<b>Net Property, Plant, &amp; Equipment</b>		<b>17,906,907.59</b>

##### **RESTRICTED CASH**

Security Deposits		182,953.28
Grant Fund		63.04
Sinking Fund - RD		7,745.03
Regions Sinking Fund		79,093.53
KIA Sinking Fund		11,834.00
KACO Sinking Fund		8,051.42
Debt Service Surcharge Fund		1,916.71
Management Infrastructure Surcharge Fund		1,000.29
Depreciation Fund		1,021.96
Accrued Interest Receivable		2.00
<b>Total Restricted Cash</b>		<b>293,681.26</b>

##### **OTHER ASSETS**

Deferred Outflows of Resources Related to Pensions		134,959.00
<b>Total Other Assets</b>		<b>134,959.00</b>

<b>Total Assets</b>	<b>\$</b>	<b>18,754,875.19</b>
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**Martin County Water District**  
**Balance Sheet**  
**October 31, 2021**

<b>10/31/21</b>
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**LIABILITIES AND DISTRICT'S EQUITY**

**CURRENT LIABILITIES**

Accounts Payable	\$	1,008,414.45
Sales Tax Payable		1,026.01
School Tax Payable		(9,588.90)
Long Term Debt-Current		131,281.02
Accrued Interest Payable		18,607.54
Customer Deposits		81,817.44
<b>Total Current Liabilities</b>		<b>1,231,557.56</b>

**LONG-TERM DEBT**

Note Payable - KIA		351,074.77
Lease Payable - KACO		56,221.96
Bonds Payable - 2015 E Current Refunding		1,705,000.00
Bonds Premium - 2015 E, Net of A/Amort		17,489.36
Less Current Portion of L-Term Debt		(131,281.02)
Net Pension Liability		1,080,845.00
Other Inflow Resources - Pension		480,553.00
<b>Total Long-Term Debt</b>		<b>3,559,903.07</b>

**Total Liabilities**

**4,791,460.63**

**DISTRICT'S EQUITY**

Retained Earnings (Deficit)		13,749,196.33
YTD Net Income		214,218.23
<b>Total District's Equity</b>		<b>13,963,414.56</b>

**Total Liabilities and District's Equity**

**\$ 18,754,875.19**



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

<u>October, 2021</u>			<u>YTD</u>		<u>Annual Budget</u>
<u>Actual</u>	<u>Budget</u>		<u>Actual</u>	<u>Budget</u>	<u>Budget</u>
		<b>Operating Revenues</b>			
\$ 145,718	\$ 164,711	Water Sales - Residential	\$ 1,528,960	\$ 1,687,454	\$ 2,010,893
9,244	26,748	Water Sales - Commercial	242,483	267,480	320,978
5,453	7,792	Water Sales - Public Authorities	70,725	77,920	93,504
-	4	Bulk Water Sales	251	40	50
-	2,194	Connection Fees - Tap	17,612	21,940	26,333
7,431	1,491	Late Charge Fees	50,977	14,910	17,888
5,472	2,049	Reconnect/Meter Sets/Other Fees	31,228	20,490	24,585
8,914	8,937	Debt Service Surcharge	89,473	89,370	107,241
15,992	16,038	Management Infrastructure Surcharge	160,615	160,380	192,456
11,692	436	Miscellaneous Income	97,852	4,360	5,233
<b>209,917</b>	<b>230,400</b>	<b>Total Operating Revenues</b>	<b>2,290,176</b>	<b>2,344,344</b>	<b>2,799,161</b>
		<b>Operating Expenses</b>			
11,333	8,333	Water Purchased	42,628	8,333	10,000
(8,445)	168,507	Management & Operations Contract	1,453,114	1,685,070	2,022,079
33,967	21,667	Utilities	288,862	216,670	260,000
6,322	2,500	Insurance	24,835	25,000	30,000
-	833	Repairs & Maintenance	13,005	8,330	10,000
-	-	Materials & Supplies	166	-	-
(661)	833	Outside Services	2,440	8,330	10,000
3,600	625	Legal Expenses	18,650	6,250	7,500
-	-	Accounting/Audit	7,725	7,800	7,800
4,583	4,583	Bad Debts	45,833	45,830	55,000
-	121	Bond Trustee Fees	450	1,210	1,450
798	154	Dues	4,868	1,540	1,850
103	271	Office Expense	2,441	2,710	3,250
140	-	Rent Expense	245	-	-
-	-	Taxes	5,035	-	-
1,112	750	Regulatory Assess Fees	8,369	7,500	9,000
-	-	Permits	15	-	-
-	667	KY 811 Services	-	6,670	8,000
15	125	Miscellaneous Expenses	1,911	1,250	1,500
<b>52,867</b>	<b>209,969</b>	<b>Total Operating Expenses</b>	<b>1,920,592</b>	<b>2,032,493</b>	<b>2,437,429</b>
<b>157,050</b>	<b>20,431</b>	<b>Net Income B/4 Other Income (Expenses)</b>	<b>369,584</b>	<b>311,851</b>	<b>361,732</b>
		<b>Other Income (Expenses)</b>			
-	-	Capital Contributions	560,746	-	-
11	40	Interest Income	92	400	483
(6,538)	(6,705)	Interest Expense	(66,831)	(67,050)	(80,458)
63	63	Amortization	628	630	753
(65,000)	(65,000)	Depreciation	(650,000)	(650,000)	(780,000)
<b>(71,465)</b>	<b>(71,602)</b>	<b>Total Other Income (Expenses)</b>	<b>(155,366)</b>	<b>(716,020)</b>	<b>(859,222)</b>
<b>\$ 85,585</b>	<b>\$ (51,171)</b>	<b>Net Income (Loss)</b>	<b>\$ 214,218</b>	<b>\$ (404,169)</b>	<b>\$ (497,490)</b>

**Martin County Water District  
Inez, KY**

**Treasury Report**

<b>Billing Charges For the Month of:</b>	<b>Oct-21</b>	
Water Revenue		\$ 145,717.63
Water Revenue-Commercial		9,244.23
Water Revenue-Commercial Exempt		5,452.87
Late Charges		7,431.18
Sales Taxes		554.66
Debt Service Surcharge		8,914.43
School Tax		4,814.76
Management Infrastructure Surcharge		15,992.34
Returned Check		401.97
Connection Fees		-
Due Back to CAP		-
Other Miscellaneous Fees		5,472.00
Deposits Applied		(1,980.00)
Refund Checks Paid		156.10
<b>Total Billing Charges</b>		<b>\$ 202,172.17</b>
		<hr/>
<b>Gallons Billed</b>		<b>8,487,880</b>
		<hr/>
<b>Customers Billed</b>		<b>3,543</b>

<b>Accounts Receivable</b>	<b>Oct-21</b>	
Beginning Balance		430,794.99
Billing Charges		202,172.17
Bad Debt (Write Offs) Recoveries		-
Accounts Receivable Collections		(255,238.18)
<b>End of Month Accounts Receivable</b>		<b>377,728.98</b>

<b>Operations Account</b>		
Beginning Balance		\$ 58,464.70
Deposits		
Accounts Receivable Collections		255,238.18
Accounts Receivable Collections - Pmts in EFT Revenue Account		(89,315.76)
Sewer Billing Collections in Water Bank Acct - Due to MCS		76,272.09
Deposits Received		2,250.00
Transfers from Other District Accts		97,500.00
<b>Total Deposits</b>		<b>341,944.51</b>
Disbursements:		
Checks Written		(187,727.70)
Pmts made to Sanitation for A/R Collections		(77,305.68)
Transfers to Other District Accts		(43,202.11)
Auto Drafted Utilities		(40,065.95)
Tax Payments		(9,551.43)
Returned Checks		(81.17)
Bank Fees		(15.00)
<b>End of Month Balance</b>		<b>\$ 42,460.17</b>

Cash Receipts Collected To Date in:	<b>Nov-21</b>	214,165.15
Bills Submitted for Payment in:	<b>Nov-21</b>	(244,621.31)
<b>Available Balance</b>	<b>4A-4</b>	<b>12,004.01</b>

**Martin County Water District**  
**Inez, KY**  
**Treasury Report**  
**Summary of Cash & Investments**  
**October 31, 2021**

<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	\$ 58,464.70	341,944.51	-	(357,949.04)	\$ 42,460.17
Revenue EFT Account	37,056.97	89,315.76	-	(97,862.64)	28,510.09
Cash on Hand	900.00	-	-	-	900.00
<b>Total Unrestricted Cash</b>	<u>96,421.67</u>	<u>431,260.27</u>	<u>-</u>	<u>(455,811.68)</u>	<b>71,870.26</b>
<b>Restricted Cash</b>					
Security Deposits	181,661.58	1,440.00	7.80	(156.10)	182,953.28
ARC Grant	63.04	-	-	-	63.04
Rockhouse Project	7,388.68	10,800.00	-	(10,443.65)	7,745.03
Regions Bank-KY 2015E Martin County	68,648.56	10,443.65	1.32	-	79,093.53
KIA Bond & Interest	11,713.72	5,800.00	0.16	(5,679.88)	11,834.00
KY Assoc of Counties Leasing Trust	7,167.35	1,200.00	0.13	(316.06)	8,051.42
Debt Service Surcharge	1,916.65	8,572.61	0.06	(8,572.61)	1,916.71
Management Infrastructure Surcharge	1,000.19	15,389.50	0.10	(15,389.50)	1,000.29
Depreciation Reserve	1,021.94	-	0.02	-	1,021.96
<b>Total Restricted Cash</b>	<u>280,581.71</u>	<u>53,645.76</u>	<u>9.59</u>	<u>(40,557.80)</u>	<b>293,679.26</b>
<b>Total Cash &amp; Investments</b>	<u>\$ 377,003.38</u>	<u>484,906.03</u>	<u>9.59</u>	<u>(496,369.48)</u>	<u>\$ 365,549.52</u>

**Martin County Water District  
Billing Summary**

Date	Billed		Gallons (000'S)	Billed # of Customers	Payments Received
	Revenue	YTD Total			
Oct-21	163,832	1,865,433	8,488	3,543	255,238
Sep-21	239,376	1,701,601	17,268	3,562	232,135
Aug-21	205,478	1,462,225	13,141	3,561	218,646
Jul-21	187,538	1,256,747	13,937	3,571	231,387
Jun-21	198,188	1,069,209	15,411	3,577	220,666
May-21	166,612	871,021	11,619	3,579	210,056
Apr-21	177,176	704,409	13,070	3,607	208,321
Mar-21	168,943	527,233	11,672	3,589	221,475
Feb-21	174,700	358,289	12,558	3,623	178,814
Jan-21	183,589	183,589	13,253	3,497	325,483
Dec-20	176,266	2,424,068	12,219	3,501	201,732
Nov-20	183,638	2,247,802	13,274	3,501	178,105
Oct-20	183,281	2,064,164	13,297	3,496	213,095

## Martin County Water District

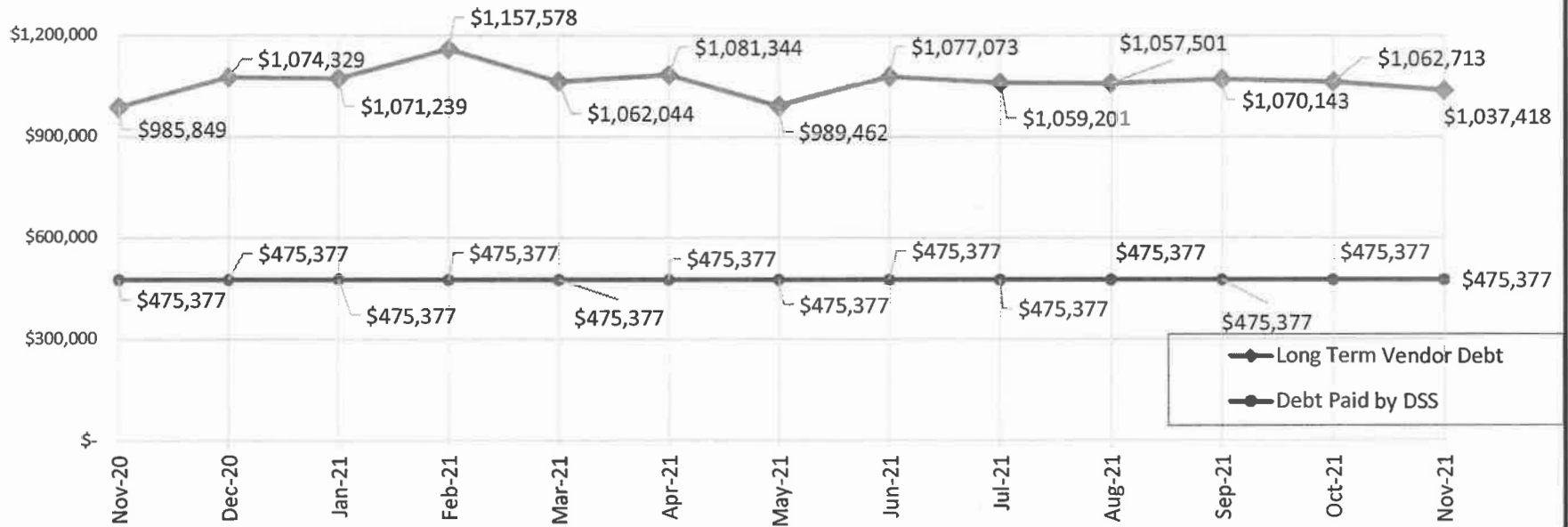
*Net Income on a Cash Basis ( Snapshot) EXCLUDES DEPRECIATION (format Revised 28 July 20)*

	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21
<b>REVENUE</b>													
Customer Count	3,496	3,501	3,501	3,497	3,623	3,589	3,607	3,579	3,577	3,571	3,561	3,562	3,543
Payments Received	\$213,095	\$178,105	\$201,732	\$325,483	\$178,814	\$221,475	\$208,321	\$210,056	\$220,666	\$231,387	\$218,646	\$232,135	\$255,238
<b>EXPENSES</b>													
Operations Account	\$247,224	\$233,190	\$232,012	\$222,042	\$220,106	\$216,707	\$230,318	\$222,369	\$239,191	\$239,068	\$231,079	\$256,851	\$244,621
Transfers for debt serv funding	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800	\$17,800
Payment Plans	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DSS EXP/ (FUNDING)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
MIS EXP / (FUNDING)													
Sub total	\$265,024	\$250,990	\$249,812	\$239,842	\$237,906	\$234,507	\$248,118	\$240,169	\$271,991	\$256,868	\$248,879	\$274,651	\$262,421
<b>NET INCOME</b>													
Cash Basis	-\$51,929	-\$72,885	-\$48,080	\$85,640	-\$59,092	-\$13,032	-\$39,797	-\$30,113	-\$51,325	-\$25,481	-\$30,233	-\$42,516	-\$7,183

**Notes:**

- 1: **Payments Received** are those received for the full month
- 2: **Expenses** are those planned and presented in the Board Packet for the referenced month
- 3: **Payment Plans** are payments towards outstanding debt not funded by DSS
- 4: **Operations Account Includes** the estimated DSS and MIS transfers
- 5: **MIS EXP** estimated funds applied to AWR Invoice (An Operations Account Expense) estimated DSS and MIS transfers
- 6: MIS fund beginning balance January 2020-of \$12,244 applied to AWR fee in June
- 7: Balance of debt -payments to be funded with unused DSS= **\$475,377**
- 8: **Based on the requirements there will be deposits and subsequent withdrawals in DSS/MIS accounts with a likely sum of zero monthly**
- 9: \$15,000 payment made to Xylem from the DSS account not reported in the June 2021 column until the September 2021 financials.

### Martin County Water District Outstanding Vendor Debt



# Vendor Balance

Period: 10/01/21..10/31/21

Martin County Water District

Amounts in \$  
Only includes vendors with entries in the period  
Group Totals: Vendor Posting Group

No.	Name	Ending Balance 10/31/21
<b>DOMESTIC</b>		
V00003	Martin County Water District	-141.67
V00006	BRIAN CUMBO	-31,034.10
V00010	ALLIANCE WATER RESOURCES, INC.	-331,515.56
V00012	Xylem	-68,739.10
V00013	ALL PUMPS SALES & SERVICES	-8,411.90
V00014	CI THORNBURG	-36,345.26
V00015	CI THORNBURG-VFD#2	-12,071.32
V00016	EVANS HARDWARE	-30,362.72
V00017	EVANS HARDWARE #2	-18,820.64
V00018	LINDA SUMPTER, CPA	-151,942.35
V00020	SERVICE PUMPS & SUPPLY	-21,282.99
V00021	SOLES ELECTRIC COMPANY	-13,300.00
V00022	UNITED RENTALS	-56,722.94
V00023	ZIP ZONE EXPRESS	-256,726.95
<b>Total in \$</b>		<b>-1,037,417.50</b>

**Martin County Water District, Inez KY**  
**List of Bills for Consideration**  
**23-Nov-21**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<b>Operations Account</b>		
1 AEP	Electric (26 bills) Estimated	\$ 30,071.79
2 Big Sandy RECC	Electric (9 bills) Estimated	\$ 2,331.25
3 Paintsville Utilities	Electric for token (9/8/21 to 10/8/21) Estimated	\$ 35.27
4 Martin County Public Library	Rent (Nov)	\$ 796.12
5 Sales tax	07/2021 (estimated)	\$ 1,381.09
6 School tax	07/2021 (estimated)	\$ 7,680.98
7 Alliance Water Resources	9/1/21-9/15/21 O&M services	\$ 82,222.75
8 Alliance Water Resources	9/15/21-9/30/21 O&M services	\$ 82,222.75
9 Alliance Water Resources	9/21 Suddenlink Reimbursement (estimated)	\$ 74.14
10 Alliance Water Resources	9/21 Suddenlink Reimbursement (estimated)	\$ 34.95
11 Management Inf. Surcharge	Estimated (actual collected will be paid)	\$ 14,461.63
12 Debt Service Surcharge	Estimated (actual collected will be paid)	\$ 8,060.67
13 Walker Communications	Phone maintenance (Nov)	\$ 89.00
14 Brian Cumbo	Legal Fees	\$ 2,650.00
15 Prestonsburg City's Utilities	Purchased Water	\$ 12,194.75
16 KY Underground Protection	811 Services	\$ 172.50
<b>TOTAL</b>		<b>\$ 244,479.64</b>

The following invoices have already been paid via auto debit or to avoid service interruption(s) and/or late fees.

1 Zoom	Zoom subscription (Nov)	\$ 15.89
<b>TOTAL</b>		<b>\$ 15.89</b>

<b>Operations Account - Debt Service Funding</b>		<b>Transfer Amounts</b>
1 KIA	Monthly funding for KIA Bond/Loan	\$ 5,800.00
2 KACo	Monthly funding for lease payment	\$ 1,200.00
3 KRW/Regions Bank	Monthly funding for loan	\$ 10,800.00
<b>TOTAL</b>		<b>\$ 17,800.00</b>



**Martin County Water District, Inez KY**  
**List of Bills for Consideration**  
**23-Nov-21**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<b>TOTAL OPERATIONS</b>		<b>\$ 262,295.53</b>
<b>PAST DUE ACCOUNTS</b>		10/31/2021
	<u>(Based on cash availability)</u>	
1 CI Thornburg VFD # 2	VFD	\$ 12,071.32
2 Xylem	Pump rental	\$ 68,739.10
3 Soles Electric	Pump service	\$ 13,300.00
4 Service Pump & Supply	Pump service	\$ 21,282.99
5 All Pumps Sales & Services	Pump service	\$ 8,411.90
6 Cumbo Law Office	Legal service	\$ 31,034.10
7 Evans Hardware #2	Parts & supplies	\$ 18,820.64
8 United Rentals	Pump Rental	\$ 56,722.94
9 MCW	Sanitation	\$ 141.67
<b>TOTAL</b>		<b>\$ 230,524.66</b>
<b>DSS Account</b>		
	<u>(Based on cash availability)</u>	
1 Evans Hardware	Parts & supplies	\$ 30,362.72
2 CI Thornburg	Parts & supplies	\$ 36,345.26
3 Linda Sumpter CPA	Accounting fees	\$ 151,942.35
4 Zip Zone	Fuel	\$ 256,726.95
5 AWR	Management	\$ 331,515.56
<b>TOTAL</b>		<b>\$ 806,892.84</b>
<b>Total Past Due Accounts</b>		<b>\$ 1,037,417.50</b>

**Martin County Water District, Inez KY**  
**List of Bills for Consideration**  
**23-Nov-21**

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
<b>Security Deposit Account</b>		
<b>Customer</b>		
1 Megan Dials	Deposit refund due to customer	\$ 63.15
2 Helen Reed	Deposit refund due to customer	\$ 13.29
3 Brian Cumbo	Deposit refund due to customer	\$ 54.55
4 Tammy Harris	Deposit refund due to customer	\$ 23.28
<b>TOTAL</b>		<b>\$ 154.27</b>

## 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

OCTOBER 2021

#### Administrative

The billing office and staff have been working intensely on the new website, adding information for customers, and preparing it to launch. It was launched to the public on the 19<sup>th</sup> of November.

#### Water Treatment

Plant staff worked tirelessly with distribution crews to move water around the system to keep water in the tanks while crews were addressing leaks and failures throughout the system. Plant staff provided information to the crews about tank levels and pressure fluctuations in the system.

A broken fan on a high service pump was replaced.

#### Distribution:

Distribution crew fixed over 40 leaks during the month of October.

Willie Jude worked his last day on the distribution crew on November 12.

The reservoir continues to gain.

We have been using our GIS leak tracking much more efficiently as we continue to build processes to help us prioritize water loss areas.

A new VFD was installed at 40 East Booster Station.

Buck Creek PRV was rebuilt.


  
**WATER RESOURCES<sup>®</sup>**  
**Alliance**  
 Professional Water and Wastewater Operations  
**Martin County Water District**

**Summary:**

We are still finding a fixing leaks as quickly as possible and utilizing our Leak Tracking Program for effective logging of leaks and repairs. Many efforts are being made to improve the system by making long term repairs and efforts are being made to correct hydraulic issues in the system.

**Customer Service:**

Even after issues with water pressure and losing service, a customer sent in a note with their bill wishing the staff a great day.

**Project Updates**

<b>SOURCE</b>	<b>AMOUNT</b>	<b>PROJECTS</b>
AML Pilot Nexus Grant-2017	\$3,450,000	A, B, C, D
COE 531 (25% Match)	\$1,869,718	B, C
ARC Grant	\$1,200,000	F
AML Pilot Nexus Grant-2018	\$2,000,000	I
<b>Total Grant</b>	<b>\$8,519,718</b>	

**Safety**

Safety meetings in covered excavation and safety.

**Regulatory**

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

**Training**

Several distribution employees are scheduled for examination.



## Martin County Water District

### Water Plant Operation

Water Pumped – October	
Total Water Production (gallons)	51,224,000
Total Water Metered/Billed (gallons)	13,141,000
Other Water Used (gallons)	879,000
Total Water Loss (gallons)	37,532,000
Portion of TWL due to Main Breaks (gallons)	
Average Daily Flow (Million Gallons per Day)	1.652 MGD
Maximum Daily Flow	1.716 MGD
Fluoride Used (lbs.)	401.1 LBS
Chlorine Used (lbs.)	1,597 LBS
Lab Tests	3,751 TESTS

### Water Quality Analysis

Test	Routine	Special	Repeat
Bacteriological	10 (Pass)	(Pass)	
		<b>Reported</b>	<b>Minimum Limit</b>
Fluoride Plant Sample	31	0.86 mg/l Average	0.6 mg/l
Chlorine Distribution Sample	35 35	<b>Low Readings</b> Total - 0.49 mg/L Free – 0.36mg/L	0.2 mg/l



## Martin County Water District Customer Service Request and Work Orders

Meter Reads	3398
Meter Sets	20
Turn offs-Close account	18
Taps	0
Meter Changes	8
Disconnects for Non-payment	41
Boil Notices	2
Line Locates	71
Water Leaks/Breaks	41
Other/Investigates	201

### Water Main Breaks & Service Lines

Date	Location	Pipe Size/Type	Estimated Water Loss (gallons)
10/1/2021	5237 BUFFALO HORN	¾" Service	230,000
10/5/2021	80 FITCH BRANCH	¾" Service	696,000
10/5/2021	5284 TURKEY CREEK	¾" Service	484,000
10/7/2021	276 GROUNDHOG	¾" Service	181,000
10/7/2021	1034 S MILO RD	¾" Service	987,000
10/8/2021	6717 BEAUTY RD	¾" Service	426,000
10/8/2021	3985 TURKEY CREEK	6" Main	828,000
10/8/2021	692 WOOTEN RD	¾" Service	145,000
10/11/2021	2045 BIG ELK RD	¾" Service	174,000
10/12/2021	32 ALLEY DR	¾" Service	1,083,000
10/14/2021	1476 RIVERFRONT RD	¾" Service	1,218,000
10/15/2021	4252 BLACKLOG RD	¾" Service	388,000
10/15/2021	4406 BLACKLOG RD	¾" Service	388,000
10/18/2021	251 KENNY DR	1" Service	748,000
10/18/2021	242 UPPER ALPHA	¾" Service	1,129,000
10/18/2021	81 HAPPY HOLLOW	1" Service	135,000
10/19/2021	721 PETERCAVE BR	Meter	273,000
10/20/2021	147 HAPPY HOLLOW	1" Service	242,000
10/20/2021	53 HIMLERVILLE	Setter	29,000
10/20/2021	219 VINEYARD VALLEY	¾" Service	423,000
10/20/2021	62 LITTLE LAUREL	¾" Service	846,000
10/21/2021	223 HINKLE VALLEY	1" Service	812,000
10/21/2021	33 SPENCE MTN	¾" Service	633,000



### Martin County Water District

10/21/2021	1493 COLDWATER RD	¾" Service	575,000
10/21/2021	3531 DAVELLA RD	¾" SERVICE	1,203,000
10/21/2021	54 HANEY PLACE	¾" Service	575,000
10/21/2021	3523 DAVELLA RD	¾" Service	1,685,000
10/25/2021	1493 COLDWATER RD	¾" Service	574,000
10/25/2021	165 HALE AVE	¾" Service	492,000
10/26/2021	2462 ROCKHOUSE RD	¾" Service	613,000

### Repair Expenses Ending September 2021

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Bldg. & Grounds Maintenance	\$358	\$7,000	5%
Vehicle Maintenance	\$47,015	\$25,000	188%
Water Plant Maintenance	\$17,293	\$15,000	115%
Well Maintenance	\$0	\$0	0%
Distribution System Maintenance	\$163,295	\$60,000	272%
Water Meter Maintenance	\$9,727	\$10,000	97%
Street Maintenance	\$7,305	\$8,000	91%
<b>Totals</b>	<b>\$244,993</b>	<b>\$125,000</b>	<b>196%</b>

### Chemical Expenses Ending September 2021

Expended	Actual YTD	Annual Budget	% Budget / Line Item
Sodium Bisulfite	\$1,277		N/A
Sodium Hydroxide	\$7,249	\$11,000	66%
Sulfuric Acid	\$1,810		N/A
Lime/Caustic Soda	\$0	\$30,000	0%
Polymer	\$2,816	\$15,000	19%
Alum	\$25,443	\$0	N/A
Chlorine	\$18,362	\$20,000	92%
Permanganate	\$5,680	\$19,000	30%
Fluoride	\$878	\$7,000	13%
Chemicals Other - Water	\$10,980	\$8,000	137%
<b>Totals</b>	<b>\$74,495</b>	<b>\$110,000</b>	<b>68%</b>

Notes:



## Martin County Water District

- 1) Building & Grounds Maintenance
  - a. \$0.00
  
- 2) Vehicle Maintenance
  - a. Advance Auto Parts - \$102.51
  - b. Advance Auto Parts - \$211.99
  - c. Trinity Equipment Parts - \$265.00
  - d. Advance Auto Parts - \$113.38
  - e. Advance Auto Parts - \$15.89
  - f. Advance Auto Parts - \$111.68
  - g. Advance Auto Parts - \$21.19
  - h. Advance Auto Parts - \$216.63
  - i. Capital Tire Paintsville - \$219.19
  - j. Advance Auto Parts - 55.70
  - k. Advance Auto Parts - \$14.83
  - l. Capital Tire Paintsville - \$134.65
  - m. Howell from 6720 account - \$1200.00
  
- 3) Water Plant Maintenance
  - a. Xylem Dewatering Solutions, Inc. - \$721.65
  - b. Tractor Supply - \$158.99
  - c. Louis Roe - \$3,185.00
  
- 4) Well Maintenance
  - a. \$0.00
  
- 5) Distribution System Maintenance
  - a. Warren Pump & Supply - \$1,062.84
  - b. Roy M. Kirk - \$1,501.26
  - c. Roy M. Kirk - \$1,000.00
  - d. Roy M. Kirk - \$1,460.00
  - e. Roy M. Kirk - \$680.00
  - f. Odell's Trucking Company LLC - \$562.50
  - g. Roy M. Kirk - \$300.00
  - h. Roy M. Kirk - \$300.00
  - i. Roy M. Kirk - \$300.00
  - j. Roy M. Kirk - \$350.00
  - k. All-Pumps Sales & Service, Inc - \$1,290.00
  - l. Roy M. Kirk - \$700.00
  - m. Consolidated Pipe & Supply Co., Inc. - \$305.28
  - n. Consolidated Pipe & Supply Co., Inc. - \$821.97
  - o. WIL-MIK INC. - \$139.21
  - p. Evans Hardware - \$4.23
  - q. Evans Hardware - \$32.72
  
  - r. Evans Hardware - \$11.64
  - s. Evans Hardware - \$7.60





## Martin County Water District

- t. Evans Hardware - \$22.56
  - u. Lowes #01797 - \$15.77
  - v. Consolidated Pipe & Supply Co., Inc. - \$349.80
  - w. Roy M. Kirk II - \$300.00
  - x. Odell's Trucking Company LLC - \$375.00
  - y. Roy M. Kirk II - \$300.00
  - z. Consolidated Pipe & Supply Co., Inc. - \$2,359.81
- 
- 6) Meter Maintenance
    - a. Consolidated Pipe & Supply - \$2,077.60
    - b. Consolidated Pipe & Supply - \$5,921.16
  - 7) Street Bisulfite
    - a. CITGO Water - \$195.79
  - 8) Sodium Hydroxide
    - a. \$0.00
  - 9) Lime/Caustic Soda
    - a. \$0.00
  - 10) Polymer
    - a. \$0.00
  - 11) Alum
    - a. \$0.00
  - 12) Chlorine
    - a. CITGO Water - \$2,075.25
  - 13) Permanganate
    - a. Brenntag Mid-South, Inc. - \$4,488.00
  - 14) Fluoride
    - a. Brenntag Mid-South, Inc. - \$878.40
  - 15) Chemicals Other – Water
    - a. CITGO Water - \$1,215.79

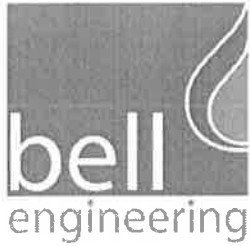
# PUBLIC SERVICE COMMISSION

## Monthly Water Loss Report

Water Utility: Martin County Water District

For the Month of: October Year: 2021

LINE #	ITEM	GALLONS (Omit 000's)
1	<b>WATER PRODUCED AND PURCHASED</b>	
2	Water Produced	37,900
3	Water Purchased	3,037
4	<b>TOTAL PRODUCED AND PURCHASED</b>	<b>40,937</b>
5		
6	<b>WATER SALES</b>	
7	Residential	8,182
8	Commercial	306
9	Industrial	
10	Bulk Loading Stations	
11	Wholesale	
12	Public Authorities	
13	Other Sales (explain)	
14	<b>TOTAL WATER SALES</b>	<b>8,488</b>
15		
16	<b>OTHER WATER USED</b>	
17	Utility and/or Water Treatment Plant	491
18	Wastewater Plant	
19	System Flushing	
20	Fire Department	119
21	Other Usage (explain)	
22	<b>TOTAL OTHER WATER USED</b>	<b>610</b>
23		
24	<b>WATER LOSS</b>	
25	Tank Overflows	
26	Line Breaks	
27	Line Leaks	31,839
28	Excavation Damages	
29	Theft	
30	Other Loss	
31	<b>TOTAL WATER LOSS</b>	<b>31,839</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)	77.78%



**MEETING AGENDA**  
**PROGRESS MTG #28**  
**MARTIN COUNTY WATER DISTRICT**  
**MARTIN COUNTY, KENTUCKY**  
**November 9, 2021**

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

**SUMMARY OF PROJECT FUNDING:**

<u>Source</u>	<u>Amount</u>	<u>Associated Project(s)</u>
AMLER (2017)	\$3,450,000	A,B,C,D
COE 531 Partnership (25% Match)	\$1,869,718	B,C
ARC Grant	\$1,200,000	E
AMLER (2018)	<u>\$2,000,000</u>	G
<b>TOTAL GRANT</b>	<b>\$8,519,718</b>	

**A. CONTRACT 113-19-01**

**RAW WATER INTAKE IMPROVEMENTS (PUMP PURCHASE ONLY)**

1. AML provided clearance to advertise for bids on June 13, 2019.
2. Bids were opened at BSADD at 11:00 AM Wednesday July 3, 2019. Xylem Dewatering Solutions was the only bid received in the amount of \$470,286.07, compared to Bell's opinion of cost of \$500,000.00.
3. Bell made recommendation to award to BSADD and they along with MCWD agreed to accept the bid.
4. On July 29, 2019 Bell received the AML Contractor/Subcontractor Information, Campaign Finance Law Compliance and Affidavit for Bidders Forms from Xylem. These were forwarded to AML.
5. On August 9, 2019 AML advised Xylem had cleared the AVS check and the contract could be signed. Contract documents were forwarded to Xylem.
6. Contract documents were executed by both Xylem and the BSADD. A Notice to Proceed was issued to Xylem after the contracts were executed.
7. The 2 MG pump, 4 MG pump, 2 MG variable speed drive, 4 MG variable speed drive (VFD) and the river screen are complete.

**B. CONTRACT 113-19-02  
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 last December. 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. Defer the construction of the Water Line Replacement in the Beauty / Lovely area until a later date and use the funds budgeted for this project for construction of the RWI/WTP Project.
  - B. Continued submitting funding requests in an effort to obtain funding to construct the Water Line Replacement Project in the Beauty / Lovely area as soon as possible.
  - C. Awarded the Raw Water Intake / Water Treatment Plant Project to Pace Contracting based on the base bid received with the deletions outlined in Table 1.

**TABLE 1**

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

23. A letter awarding the project to Pace under the conditions outlined in Table 1 and subject to concurrence of all the state and federal agencies was sent to Pace on July 9<sup>th</sup>.

24. Authorization to Proceed was received from AML on September 1. 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. The contract period is 270 days to substantial completion (July 1, 2022) and 300 days to final completion (July 31, 2022).
30. The contractor performed the following since the last progress meeting:
  - Completed demolition of existing Treatment Unit 1.
  - Removed media from filters in Treatment Unit 1.
  - Installed silt fence at Raw Water Intake.
  - Started site cuts and fills at Raw Water Intake in preparation for pump concrete ramp
  - Removed gabion baskets and started Raw Water Intake north entrance grade work.
  - Poured new valve vault walls and slab at Raw Water Intake.
31. The contractor has received the following stored materials since the last progress meeting:
  - Reinforcing steel
  - Chemical Feed Pumps
  - Rigid wall insulation
  - Aluminum Hatches
32. Pace has submitted 34 shop drawings.
33. Pay Request 1 as submitted by Pace is in the amount of \$178,000.00 less 10% retainage for a total due the contractor of \$160,200.00.

**C. CONTRACT 113-19-03  
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 has 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<sup>th</sup> at 11:00 a.m. at the office of the Big Sandy Area Development District. There were six plan holders for the rebid. Three bids were received (BP Pipeline, Buchannan Contracting, and Conhurst, 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. The combined base bid for the RWI/WTP Project and Water Line Replacement in the Beauty/Lovely Project exceeds the funds available for construction activities. Given the grave condition of the Raw Water Intake and Water Treatment Plant, the MCWD is deferring construction of the Water Line Replacement. The MCWD is seeking funding for this project by working with Congressman Rogers office on a potential federal earmark and by seeking a portion of the \$49.5 M from the state for underfunded projects.

**D. WATER SYSTEM CAPITAL IMPROVEMENT PLAN / 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. CONTRACT 113-19-04**

**ARC WATERLINE REPLACEMENT 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 is complete. A final walkthrough was conducted on June 22<sup>nd</sup> and a list of deficiencies prepared. The contractor is to address those deficiencies and the project can then be closed. Contractor had been waiting on the delivery of the ladder for the master meter vault. It has been received and installed.
13. Record Drawings have been forwarded to the MCWD.
14. Bell has received the final signed Contractor pay request, the release of liens and claims and consent of surety to final payment earlier today. We will be forwarding that to the District and Big Sandy Area Development District for execution and processing.

**F. CONTRACT 695-19-01  
HIGH SCHOOL WATER STORAGE TANK & BOOSTER PUMP STATION  
TELEMETRY**

1. Bell received the signed contract on August 14 2019.
2. The project was advertised for bids on August 21, 2019 and was advertised a second time on September 11, 2019.
3. Bids for the project were opened September 26, 2019 @ 5:00 p.m. at the offices of the Martin County Fiscal Court.
4. The low (and only) bid was submitted by Micro-Comm. The base bid submitted was in the amount of \$48,921.00 and included the installation of an electrically powered telemetry unit at the pumping station and a solar powered unit at the tank site. A deductive alternate of \$5,400.00 was offered if the Fiscal Court ran electric to the tank site and Micro-Comm could also use an electrically powered unit at this location. Cost would then be \$43,521.00.
5. Bell provided a letter of recommendation to the Martin County Fiscal Court concerning the award of the project to Micro-Comm.
6. Martin County Fiscal Court has awarded the project to the low bidder.
7. Contract documents have been executed by both the Contractor and Fiscal Court. The executed documents were received from the Fiscal Court on Friday, February 28, 2020. They were forwarded to the contractor along with the Notice to Proceed with construction on March 3, 2020.
8. Information from the Contractor concerning the FCC licensing process was received.
9. The Contractor has submitted shop drawings of the equipment to be used as part of the project. Bell Engineering has reviewed the equipment for conformance with the contract requirements and returned to the Contractor.
10. The transducer tap at the tank site has been completed.
11. The telemetry has been programmed and is operating.

**G. USP BIG SANDY, EASTERN KENTUCKY BUSINESS PARK & BIG SANDY  
AIRPORT WATER 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. Due to issues with utilizing AML Pilot funds on this tank site, a new site is being sought. Multiple sites continue to be reviewed.
12. At the request of the MCWD, work on this project has been paused.
13. Bell and representatives of Alliance/MCWD met on October 27<sup>th</sup> to discuss potential project modifications. We will meet again in the next week to discuss further and will then be reaching out to AML.

**H. CONTRACT 113-20-02 and 113-20-03**

**WATER LINE RELOCATION HUNTER'S LANE AND ROCKHOUSE CREEK**

1. Met on-site with Bizzack Construction, Alliance Water Resources and representatives of other utilities on May 28, 2020.
2. A scope of work for these projects is being developed.
3. Projects are currently scheduled by KYTC and Bizzack Construction for 2021/2022 fiscal year.

**I. 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.

# IX Designation of Applicant's Agent Resolution

Be it resolved by the Martin County Water District of Martin County that Jimmy Kerr, acting as Chairman is hereby authorized to execute for and in behalf of Martin County Water District, a public entity established under the laws of the State of Kentucky, this application and to file it in the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President Disaster Relief Fund.

That Martin County Water District, a public entity established under the laws of the State of Kentucky, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurance and agreements printed on the reverse side hereof.

Passed and approved this \_\_\_\_ day of November, 2021.

Jimmy D. Kerr, Chairman

John Hensley, Treasurer

BJ Slone, Commissioner

Greg Crum, Commissioner

Lee Mueller, Commissioner

## CERTIFICATION

I, Cassandra Moore, duly appointed and Office Manager/District Clerk of Martin County Water District, do hereby certify that the above is a true and correct copy of a resolution passed and approved by the Martin County Water District of Martin County.

On the \_\_\_\_ day of November, 2021

Date: \_\_\_\_

Cassandra Moore  
Office Manager/District Clerk

\_\_\_\_\_  
(Signature)

*\* Name of incumbent need not be provided in those cases where the governing body of the public entity desires to authorize any incumbent of the designated official position to represent it.*

## VII Maintenance Agreement

*NOTE: Applicants whose proposed project involves the purchase and installation of a generator must sign the following agreement.*

Martin County Water District hereby agrees that if it receives any Federal aid as a result of the attached project application, it will accept responsibility, at its own expense if necessary, for the **routine** maintenance of the approved generator. Routine maintenance shall include, but not be limited to, having a maintenance plan that specifically lists maintenance requirements. This will be written under the guidance of the generator manufacturer, so that the maintenance requirements are specific for the type of generator the community is purchasing. This plan will also include the process for regular maintenance to ensure proper electrical connection, testing, and upkeep to the generator. It is understood that the maintenance of the approved generator shall continue for the operational life of the generator.

The purpose of this agreement is to make clear the Subrecipient's maintenance responsibilities following project award and to show the Subrecipient's acceptance of these responsibilities. It does not replace, supersede, or add to any other maintenance responsibilities imposed by Federal, State and Local laws or regulations and which are in force on the date of project award.

Signed by Jimmy Kerr, the duly authorized Chairman of Martin County Water District, certified this \_\_\_\_ day of November, 2021.

Signature of Chief Executive Officer/date:

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**VIII Executive Officer Certification of Application**

The undersigned does hereby submit this application for financial assistance in accordance with the Federal Emergency Agency's *Hazard Mitigation Grant Program* and the State Hazard Mitigation Administration plan and Certifies that the applicant (i.e. organization, city, or county) will fulfill all requirements of the program as contained in applicable Federal regulations and program guidelines, and that all information contained herein is true and correct to the best of our knowledge.

I certify that the information and data submitted in support of this application is, to the best of my knowledge and belief, true, accurate, complete, and correct.

Jimmy Kerr the duly authorized as

Chairman For Martin County Water District

Signature \_\_\_\_\_ Date \_\_\_\_\_

## APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines, and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurance contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.
3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.
4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.
5. It will provide and maintain competent and adequate architectural-al engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grant or agency may
6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.
7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.
8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.
10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.
11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial as-assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.
14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.
15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.
16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.
17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.
18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.
19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishment of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.
20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.
21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
22. It will comply with the insurance requirements of Section 314, P.L. 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assurance.
23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.
24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such proper-ties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.
25. It will for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

Signed by Chief Executive Officer or Applicant's Agent

STATE ASSURANCES

DATE

The State agrees to take any necessary action within State capabilities to require compliance with these assurances and agreements by the applicant or to assume responsibility to the Federal government for any deficiencies not resolved to the satisfaction of the Regional Director.

**Attach continuations or additional items to this page**

01-22-2001-RIV-HMGP

**8B-4**

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

<b>* APPLICANT'S ORGANIZATION</b> <input style="width: 90%;" type="text" value="Martin County Water District"/>	
<b>* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</b>	
Prefix: <input style="width: 50px;" type="text" value="Mr."/>	* First Name: <input style="width: 150px;" type="text" value="Jimmy"/> Middle Name: <input style="width: 150px;" type="text" value="Don"/>
* Last Name: <input style="width: 200px;" type="text" value="Kerr"/>	Suffix: <input style="width: 80px;" type="text"/>
* Title: <input style="width: 200px;" type="text" value="Chairman"/>	
<b>* SIGNATURE:</b> <input style="width: 250px; height: 30px;" type="text"/>	<b>* DATE:</b> <input style="width: 80px; height: 20px;" type="text"/>



**ASSURANCES - CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. 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.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 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 handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. 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.
13. 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 subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE Chairman	
APPLICANT ORGANIZATION Martin County Water District		DATE SUBMITTED November 8, 2021	

SF-424D (Rev. 7-97) Back

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

<b>1.a. Type of Submission:</b> <input checked="" type="checkbox"/> Application <input type="checkbox"/> Plan <input type="checkbox"/> Funding Request <input type="checkbox"/> Other Other (specify): <input type="text"/>	<b>1.b. Frequency:</b> <input checked="" type="checkbox"/> Annual <input type="checkbox"/> Quarterly <input type="checkbox"/> Other Other (specify): <input type="text"/>	<b>1.d. Version:</b> <input checked="" type="checkbox"/> Initial <input type="checkbox"/> Resubmission <input type="checkbox"/> Revision <input type="checkbox"/> Update	
		<b>2. Date Received:</b> <input type="text"/>	<b>STATE USE ONLY:</b>
		<b>3. Applicant Identifier:</b> <input type="text"/>	<b>5. Date Received by State:</b> <input type="text"/>
		<b>4a. Federal Entity Identifier:</b> <input type="text"/>	<b>6. State Application Identifier:</b> <input type="text"/>
<b>1.c. Consolidated Application/Plan/Funding Request?</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>Explanation</b> <input type="text"/>		<b>4b. Federal Award Identifier:</b> <input type="text"/>	

**7. APPLICANT INFORMATION:**

<b>a. Legal Name:</b> <input type="text" value="Martin County Water District"/>	
<b>b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="61-0714043"/>	<b>c. Organizational DUNS:</b> <input type="text" value="0809579700000"/>
<b>d. Address:</b>	
<b>Street1:</b> <input type="text" value="387 E. Main Street, Suite 140"/>	<b>Street2:</b> <input type="text"/>
<b>City:</b> <input type="text" value="Inez"/>	<b>County / Parish:</b> <input type="text" value="Martin"/>
<b>State:</b> <input type="text" value="KY: Kentucky"/>	<b>Province:</b> <input type="text"/>
<b>Country:</b> <input type="text" value="USA: UNITED STATES"/>	<b>Zip / Postal Code:</b> <input type="text" value="41224-1111"/>
<b>e. Organizational Unit:</b>	
<b>Department Name:</b> <input type="text" value="Martin County Water District"/>	<b>Division Name:</b> <input type="text" value="Water District"/>
<b>f. Name and contact information of person to be contacted on matters involving this submission:</b>	
<b>Prefix:</b> <input type="text" value="Mr."/>	<b>First Name:</b> <input type="text" value="Jimmy"/>
<b>Middle Name:</b> <input type="text" value="Don"/>	
<b>Last Name:</b> <input type="text" value="Kerr"/>	<b>Suffix:</b> <input type="text"/>
<b>Title:</b> <input type="text" value="Chairman"/>	
<b>Organizational Affiliation:</b> <input type="text"/>	
<b>Telephone Number:</b> <input type="text" value="606-298-3885"/>	<b>Fax Number:</b> <input type="text"/>
<b>Email:</b> <input type="text" value="jdandamykerr@yahoo.com"/>	

**APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY**

**8a. TYPE OF APPLICANT:**

D: Special District Government

Other (specify):

b. Additional Description:

**9. Name of Federal Agency:**

Federal Emergency Management Agency

**10. Catalog of Federal Domestic Assistance Number:**

CFDA Title:

**11. Descriptive Title of Applicant's Project:**

Purchase and install backup generators at the Route 40 E Pump Station and the Route 40 W Pump Station.

**12. Areas Affected by Funding:**

City of Inez, City of Warfield, Martin County

**13. CONGRESSIONAL DISTRICTS OF:**

a. Applicant:

5th

b. Program/Project:

5th

Attach an additional list of Program/Project Congressional Districts If needed.

Add Attachment

Delete Attachment

View Attachment

**14. FUNDING PERIOD:**

a. Start Date:

03/01/2022

b. End Date:

02/28/2023

**15. ESTIMATED FUNDING:**

a. Federal (\$):

375,000.00

b. Match (\$):

125,000.00

**16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?**

a. This submission was made available to the State under the Executive Order 12372 Process for review on:

b. Program is subject to E.O. 12372 but has not been selected by State for review.

c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes  No

18. By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I Agree

\*\* This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

Mr.

First Name:

Jimmy

Middle Name:

Don

Last Name:

Kerr

Suffix:

Title:

Chairman

Organizational Affiliation:

Telephone Number:

606-298-3885

Fax Number:

Email:

jdandanykerr@yahoo.com

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

# MARTIN COUNTY UTILITY BOARD

387 East Main Street Suite 140

INEZ, KY 41224

606-298-3885 OFFICE

606-298-4913 FAX

November 23, 2021

Ms. Geni Jo Brawner  
State Hazard Mitigation Officer  
Kentucky Emergency Management  
Daniel Boone National Guard  
100 Minuteman Parkway  
Frankfort, KY 40601

RE: DR 4592- Martin County Water District Generator Project  
Hazard Mitigation Application - Commitment of Funds Letter

Dear Ms. Brawner:

The Martin County Water District will provide its 13% local match requirement of \$65,000 in cash to the project. This will meet Martin County Water District's match requirement under the Hazard Mitigation Grant Program. The matching funds availability is part of the contract between the Commonwealth and the sub-recipient. There are no known budget cycle limitations on these matching funds.

If you have any questions, please call me at 606-298-3885.

Sincerely,

Jimmy D. Kerr  
Chairman



November 23, 2021

TO: Martin County Water District  
Board of Directors

FROM: Tony Sneed

RE: Alliance Contract FYE 31DEC 2022 MOA

Alliance has managed and operated the District's facilities for the Board since January of 2020. We value the partnership we have with the Board and the community and are grateful for the opportunity to serve in our current capacity. **The current contract runs through December 31<sup>st</sup>, 2024.**

The District budget (discussed prior) presented for your approval has no rate increase and a debt coverage budgeted of 1.2.

The Alliance contract amount for the for Fiscal Year 2022 remains the same at **\$168,507** monthly, but includes an increase of **\$30,000** to the Annual Repair Cap limit for a total of **\$155,000** for the contract period.

The 2022 MOA attached for your review reflects the above changes.

If the Board agrees we will need a motion to accept the FYE 2022 budget as presented, and a separate motion to approve the attached MOA.

Thank you for your consideration of the proposed amendment, and for the opportunity to serve.

*James A. Sneed*

James A. Sneed, P.E.  
VP, Director of Operations

Cc: Tim Geraghty, P.E.  
President, Alliance Water Resources

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

WITNESSETH

WHEREAS, on December 18, 2019, MARTIN COUNTY WATER DISTRICT (hereinafter referred to as "Utility") and ALLIANCE WATER RESOURCES, INC., a Missouri corporation (hereinafter referred to as "Alliance") entered into an agreement relative to the operation and maintenance of the District's water utilities, and

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

1. Section 6.1 of the December 18, 2019, Agreement is hereby revised to read: Utility shall pay Alliance a Monthly Base Fee of \$168,507.00 for services rendered as described in the Original Agreement from December 18, 2019. For the year 1 January 2022 through 31 December 2022, the monthly Base Fee includes a Repair Limit of \$12,916.67 per month (\$155,000 Annually) and a Chemical Limit of \$9,166.67 per month (\$110,000 Annually) as described in this Agreement.

Costs listed by cost category are included in Exhibit D of Original Agreement.

IN WITNESS WHEREOF, the parties have agreed and executed this amendment this 23<sup>rd</sup> day of November 2021.

ATTEST:

MARTIN COUNTY WATER DISTRICT

\_\_\_\_\_

By: Board Chairman

District Clerk

\_\_\_\_\_

ATTEST:

ALLIANCE WATER RESOURCES, INC

\_\_\_\_\_

Secretary

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