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July 20, 2023

Ms. Linda C. Bridwell, P.E.
 Executive Director
 Kentucky Public Service Commission
 P.O. Box 615
 Frankfort, KY 40602-0615

**Re: Case No. 2021-00063
 East Logan Water District**

Dear Ms. Bridwell:

Enclosed for filing in the above-referenced matter is East Logan Water District’s (“the District”) Water Loss Report for the Second Quarter of Calendar Year 2023 (April 1 – June 30).

In its 2021 Capital Improvement Plan, the District identified the projects necessary to maintain its existing distribution system and to ensure expedient delivery of service. It also provided the estimated cost and time to accomplish each project and assigned a priority to each. Those projects are shown below. An update on efforts to fund these projects follows.

	Project	Estimated Cost	Time	Priority
1	System-wide Meter and Tubing Replacement	\$5,800,000	1-5 Yr.	H
1a	Montgomery Road Meter/Service Replacement	\$350,000	1 Yr.	H
2	Billing Computers and Software Upgrade	\$ 15,000	1 Yr.	C
3	System-Wide SCADA Improvements	\$1,600,000	1-2 Yrs.	M
4	New Service Extension	\$ 625,000	5-10 Yrs.	L
5	Main Line Upgrade & Replacement	\$2,800,000	3-5 Yrs.	M

Priority: C = Critical, H = High, M = Medium, L = Low

System-wide Meter and Tubing Replacement. The District has obtained Cleaner Water Grants totaling \$329,525 towards the replacement of all meters, setters, boxes and service tubing within the SCADA zone area near the intersection of KY Highway 79 and the Russellville Bypass. The project profile for this project, identified as No. WX21141082, is enclosed. Work on

Ms. Linda Bridwell, P.E.

July 20, 2023

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the project began June 12, 2023. The District continues to seek funding for the replacement of the remaining meter sets and service tubing within its distribution system.

Billing Computers and Software Upgrade. In its 2021 Capital Improvement Plan, the District stated that replacement of its billing software was obsolete and gave the highest priority to its replacement. In November 2021, it executed a contract with Muni-Link, a Pennsylvania-based corporation that specializes in billing systems for municipal authorities, to replace its current billing system. After unsuccessful attempts to migrate the District's billing records to the Muni-Link billing system, the District terminated the contract in May 2022 and renewed its search for a billing system. It eventually selected United Systems and Software, a Kentucky corporation, to install a new billing system. A copy of the District's contract for new billing system, executed on May 31, 2023, is enclosed. The new billing system will cost \$17,101, which will be paid for general funds. The project will be completed by December 2023.

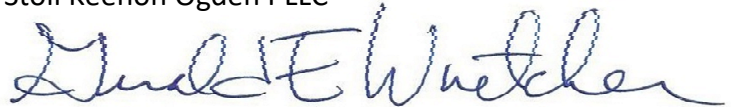
System-Wide SCADA Improvements Project. The District has yet to secure funding to construct the project. Rural Development had committed \$500,000 for the project in 2017. As the funds had to be used within five years of commitment and the District was unable to secure the remaining funds for the project, the commitment has lapsed. The District continues to search for funding for the project. Using \$12,000 of general funds, the District installed new master meters capable of monitoring hydraulic performance and distribution system parameters at two sites in May 2023.

New Service Extension Project. The District has not obtained funding for the project.

Main Line Upgrade & Replacement Project. The District was awarded a Cleaner Water Grant of \$625,000 in 2022 to finance the project, which involves the construction of approximately 40,000 linear feet of water main to serve unserved areas of Logan County. The project profile for this project, identified as No. WX21141072, is enclosed.

Sincerely,

Stoll Keenon Ogden PLLC



Gerald E. Wuetcher

Enclosures

1. 2d Quarter 2023 Water Loss Report
2. Project Profile WRIS WX21141082
3. Agreement with United Systems & Software, Inc.
4. Project Profile WRIS WX21141072

PUBLIC SERVICE COMMISSION

Monthly Water Loss Report

Water Utility: East Logan Water District PWSID: KY0710951

For the Month of: April Year: 2023

LINE #	ITEM	GALLONS (Omit 000's)
1	WATER PRODUCED AND PURCHASED	
2	Water Produced	0
3	Water Purchased	23,469
4	TOTAL PRODUCED AND PURCHASED	23,469
5		
6	WATER SALES	
7	Residential	16,683
8	Commercial	0
9	Industrial	0
10	Bulk Loading Stations	0
11	Wholesale	0
12	Public Authorities	0
13	Other Sales (explain) _____ 0	0
14	TOTAL WATER SALES	16,683
15		
16	OTHER WATER USED	
17	Utility and/or Water Treatment Plant	0
18	Wastewater Plant	0
19	System Flushing	304
20	Fire Department	0
21	Other Usage (explain) _____ 0	0
22	TOTAL OTHER WATER USED	304
23		
24	WATER LOSS	
25	Tank Overflows	0
26	Line Breaks	269
27	Line Leaks	0
28	Excavation Damages	0
29	Theft	0
30	Other Loss (explain) _____ Unknown Loss	6,213
31	TOTAL LINE LOSS	6,483
32		
33	Note: Line 14 + Line 22 + Line 31 Must Equal Line 4	
34		
35	WATER LOSS PERCENTAGE	
36	(Line 31 Divided by Line 4)	27.62%

PUBLIC SERVICE COMMISSION

Monthly Water Loss Report

Water Utility: East Logan Water District PWSID: KY0710951

For the Month of: May Year: 2023

LINE #	ITEM	GALLONS (Omit 000's)
1	WATER PRODUCED AND PURCHASED	
2	Water Produced	0
3	Water Purchased	26,531
4	TOTAL PRODUCED AND PURCHASED	26,531
5		
6	WATER SALES	
7	Residential	20,799
8	Commercial	0
9	Industrial	0
10	Bulk Loading Stations	0
11	Wholesale	0
12	Public Authorities	0
13	Other Sales (explain) _____ 0	0
14	TOTAL WATER SALES	20,799
15		
16	OTHER WATER USED	
17	Utility and/or Water Treatment Plant	0
18	Wastewater Plant	0
19	System Flushing	22
20	Fire Department	0
21	Other Usage (explain) _____ 0	0
22	TOTAL OTHER WATER USED	22
23		
24	WATER LOSS	
25	Tank Overflows	0
26	Line Breaks	777
27	Line Leaks	0
28	Excavation Damages	0
29	Theft	0
30	Other Loss (explain) _____ Unknown Loss	4,933
31	TOTAL LINE LOSS	5,710
32		
33	Note: Line 14 + Line 22 + Line 31 Must Equal Line 4	
34		
35	WATER LOSS PERCENTAGE	
36	(Line 31 Divided by Line 4)	21.52%

PUBLIC SERVICE COMMISSION

Monthly Water Loss Report

Water Utility: East Logan Water District PWSID: KY0710951

For the Month of: June Year: 2023

LINE #	ITEM	GALLONS (Omit 000's)
1	WATER PRODUCED AND PURCHASED	
2	Water Produced	28,478
3	Water Purchased	0
4	TOTAL PRODUCED AND PURCHASED	28,478
5		
6	WATER SALES	
7	Residential	22,328
8	Commercial	0
9	Industrial	0
10	Bulk Loading Stations	0
11	Wholesale	0
12	Public Authorities	0
13	Other Sales (explain) _____ 0	0
14	TOTAL WATER SALES	22,328
15		
16	OTHER WATER USED	
17	Utility and/or Water Treatment Plant	0
18	Wastewater Plant	0
19	System Flushing	0
20	Fire Department	0
21	Other Usage (explain) _____ 0	0
22	TOTAL OTHER WATER USED	0
23		
24	WATER LOSS	
25	Tank Overflows	0
26	Line Breaks	610
27	Line Leaks	0
28	Excavation Damages	0
29	Theft	0
30	Other Loss (explain) _____ Unknown Loss	5,540
31	TOTAL LINE LOSS	6,150
32		
33	Note: Line 14 + Line 22 + Line 31 Must Equal Line 4	
34		
35	WATER LOSS PERCENTAGE	
36	(Line 31 Divided by Line 4)	21.60%



Drinking Water Project Profile

Legal Applicant: **East Logan Water District**

Project Title: **Ky Hwy 79 Master Meter Area - Meter Service Replacement Project**

Project Number: **WX21141082** [View Map](#)

Submitted By: **BRADD**

Funding Status: **Over Funded**

Primary County: **Logan**

Project Status: **Approved**

Planning Unit: **Logan**

Project Schedule: **0-2 Years**

Multi-County: **No**

E-Clearinghouse SAI: **KY202211041391**

ECH Status: **Approved**

Applicant Entity Type: **Water District (KRS 74)**

ADD WMC Contact: **Morgan Hershey**

Date Approved (AWMPC): **12-01-2021**

Project Description:

The proposed project involves replacement of all meters, setters, boxes and service tubing within one of their SCADA zone areas near the intersection of KY Highway 79 and the Russellville Bypass. This area is commonly called the 'KY Highway 79 Master Meter Area'. This zone consists of approximately 180 active meter sets with many being some of the original customers from the District's formation. The District's operators have identified aging and leaking service tubing to be a significant source to the District's water loss issue, which measured at 25.3% in 2020. This initial meter replacement project has an estimated cost of \$295,000, and it is expected to take 3 months to complete.

Need for Project:

Briefly describe how this project promotes public health or achieves and/or maintains compliance with the Clean Water Act or Safe Drinking Water Act:

The East Logan Water District is a relatively large water system covering most of Logan County's northern half. The majority of roads within the ELWD boundary have water service. Presently, the District's biggest problems or needs are in three parts: 1) cutting water losses in the distribution system; 2) filling out the distribution system with short, small-diameter waterline extensions & upgrades to fulfill a lengthy list of service requests; and 3) replacing primary transmission lines and installing difficult interconnections to alleviate growing pains on some of the original piping infrastructure. The proposed project involves replacement of all meters, setters, boxes and service tubing within one of their SCADA zone areas near the intersection of KY Highway 79 and the Russellville Bypass.

Project Alternatives:

Alternate A:

None

Alternate B:

None

Legal Applicant:

Entity Type: **Water District (KRS 74)**

PSC Group ID: **21100**

Entity Name: **East Logan Water District**

Web URL: <http://www.eastloganwater.com>

Office EMail: eastlogan@logantele.com

Office Phone: **270-717-0991**

Toll Free:

Fax: **270-717-0958**

Mail Address Line 1: **333 S Franklin St**

Phys Address Line 1: **333 S Franklin St**

Mail Address Line 2:

Phys Address Line 2:

Mail City, State Zip: **Russellville, KY 42276**

Phys City, State Zip: **Russellville, KY 42276**

Contact: **Earn Brown**

Financial Contact:

Auth Official: **Harris Dockins**

Contact Title: **Office Manager**

Financial Contact Title:

Auth Official Title: **Chairman**

Contact EMail: earn@eastloganwater.com

Financial Contact EMail:

Auth Official EMail: earn@eastloganwater.com

Contact Phone: **270-717-0991**

Financial Contact Phone:

Auth Official Phone: **270-717-0991**

Data Source: [Kentucky Infrastructure Authority](#)

Date Last Modified: 04.18.2023



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

Project Administrator (PA) Information

Name: **Morgan Hershey**
Title: **Community Development Specialist**
Organization: **Barren River Area Development District**
Address Line 1: **177 Graham Ave**
Address Line 2:
City: **Bowling Green** State: **KY** Zip: **42101**
Phone: **270-781-2381** Fax:

Applicant Contact (AC) Information

Name: **Earn Brown**
Title: **Office Manager**
Organization: **East Logan Water District**
Address Line 1: **333 S Franklin St**
Address Line 2:
City: **Russellville** State: **KY** Zip: **42276**
Phone: **270-893-1045** Fax:

Project Engineer (PE) Information:

- This project requires a licensed Professional Engineer.
 A Professional Engineer has been procured for this project.

Estimated Budget

Project Cost Categories:

Cost Category	Cost
Administrative Expenses:	\$ 500
Legal Expenses:	
Land, Appraisals, Easements:	
Relocation Expenses & Repayments:	
Planning:	
Engineering Fees - Design:	
Engineering Fees - Construction:	
Engineering Fees - Inspection:	
Engineering Fees - Other:	\$ 10,000
Construction:	\$ 259,200
Equipment:	
Miscellaneous:	
Contingencies:	\$ 25,300
Total Project Cost:	\$ 295,000

Construction Cost Categories:

Cost Category	Cost
Treatment:	
Transmission & Distribution:	
Lead Remediation:	
Source:	
Storage:	
Purchase of Systems:	
Restructuring:	
Land Acquisition:	
Non-Categorized:	\$ 259,200
Total Construction Cost:	\$ 259,200

Total Sustainable Infrastructure Costs:

Note: Total Sustainability Infrastructure Costs are included within construction and other costs reported in this section. This breakout is provided for SRF review purposes.

Project Funding Sources:

Total Project Cost: **\$ 295,000**
Total Committed Funding: **\$ 329,525**
Funding Gap: **(\$ 34,525)**

- This project will be requesting SRF funding for fiscal year 2024.

Estimated Project Schedule:

Est. Environmental Review Submittal Date:
Estimated Bid Date:
Estimated Construction Start Date:
Estimated Construction Completion Date:

Funding Source	Loan or Grant ID	Fiscal Year	Amount	Status	Applicable Date
21SB036 Cleaner Water Program (FY 2022)	21CWW118	2022	\$ 144,375	Committed	11-15-2022
22HB001 Cleaner Water Program (FY 2023)	22CWW054	2023	\$ 185,150	Committed	11-19-2022
Total Comitted Funding:			\$ 329,525		

Funding Source Notes:

The following systems are beneficiaries of this project:

KY0710951 East Logan Water District

Note: Check mark indicates primary system for this project.

Project Ranking by AWMPC:

Regional Ranking(s):



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

- Planning Unit Ranking: Plans and specs have been sent to DOW.
 Total Points: Plans and specs have been reviewed by DOW.
 Plans and specs have been sent to PSC.
 Plans and specs have been reviewed by PSC.

Economic, Demographic and Geographic Impacts

Economic Impacts	
Jobs Created:	
Jobs Retained:	

*Demographic Impacts (GIS Census Overlay)			
Serviceable Demographic	Project Area	Included Systems	Included Utilities
Population:		8,364	8,362
Households:		3,323	3,323
MHI:		\$52,556	*\$52,556
MHI MOE		\$8,743	*\$8,743
MOE as Pct:		17.0%	17.0%
**NSRL:		1	1

Population and household counts are based on 2010 census block values from the SF1 (100%) dataset.

MHI Source is from the American Community Survey 2017-2021 5 Yr Estimates (Table B19013 *(for the primary system operated by the above listed beneficiary utilities).

MHI MOE = Med HH Income Margin of Error.

** NSRL (Non-Standard Rate Levels):
 0 = Income above Kentucky MHI (KMHI).
 1 = Income between 80% KMHI and KMHI.
 2 = Income less than or equal to 80% KMHI.
 - KMHI = \$55,454
 - 80% KHMI = \$44,363

New Customers	
New Residential Customers:	
New Commercial Customers:	
New Institutional Customers:	
New Industrial Customers:	

New or Improved Service		
Service Demographic	Survey Based	Census Overlay*
To Unserved Households:		
To Underserved Households:	180	
To Total Households:	180	
** Cost Per Household:	\$1,639	

* GIS Census block overlay figures are estimates of population and households potentially served by systems and projects based on a proximity analysis of relevant service lines to census block boundaries.

** Cost per household is based on surveyed household counts, not GIS overlay values.

Geographic Impacts For Project Area

Counties
Logan

Legislative Districts

District Name	Legislator
House 016	Jason Petrie
Senate 32	Mike Wilson
Congressional 1	James Comer

Groundwater Sensitivity Zones

HUC 10 Watersheds

HUC Code	Watershed Name
0511000302	Mud River

Geographic Impacts For Included System(s)

Counties
Butler
Logan
Simpson
Warren

Legislative Districts

District Name	Legislator
House 015	Rebecca Raymer
House 016	Jason Petrie
House 017	Robert Duvall
House 022	Shawn McPherson
Senate 05	Stephen Meredith
Senate 09	David P. Givens
Senate 32	Mike Wilson
Congressional 1	James Comer
Congressional 2	Brett Guthrie



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

DW Specific Impacts

- This project relates to a public health emergency.
- This project will assist a non-compliant system to achieve compliance.
- This project will assist a compliant system to meet future requirements.
- This project will provide assistance not compliance related.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- Primary system has not received any SDWA Notices of Violation within the previous state fiscal year-July through June, i.e. July 2014 – June 2015).
- Primary system has had an action level exceedance (lead concentrations exceed an action level of 15 ppb in more than 10% of customer taps sampled) within the last compliance period.
- Primary system has received a lead trigger level exceedance (lead concentrations exceed a trigger level of 10 ppb in more than 10% of customer taps sampled) within the last compliance period.

Project Readiness - Lead Inventory and Lead Service Line Replacement:

Lead Service Line Inventory:

- A description of goals to be achieved and products to be created (e.g., electronic or GIS database; customer communication tools) when creating a lead service line inventory procedure, including a proposed timeline for achieving each goal.

Lead Service Line Replacement:

- A strategy for informing customers before a LSLR and a template for an agreement with the private property owner to replace the LSL.
- A process for documenting all property owners declining replacement of privately owned portion of LSL.
- A procedure for customers to flush service lines and premise plumbing of particulate lead.
- A proposed plan for conducting LSL replacement utilizing all requested funding.
- A funding strategy for conducting LSLRs utilizing all requested funding.

Project Components - Mapped Point Features

DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
KY0710951	1	RADIO METER	REPLACE 180 METERS	AMR - UPGRADE			EA

Administrative Components:

- Planning
 Design
 Construction
 Management

Regionalization Components and Eliminated Systems/Plants:

Public Water Systems Eliminated:

- This project includes the elimination of public water system(s) through merger or acquisition.

Water Treatment Plants Eliminated:

- This project includes the elimination of water treatment plant(s).

Supplementation of Raw Water Supply:

- This project includes supplementing the existing raw water supply.

Supplementation of Potable Water Supply:

- This project includes supplementing the existing potable water supply.

Supplementation of Emergency Water Supply:

- This project includes supplementing the existing emergency water supply.

Water Source Protection

- This project will preventatively address PFAS or other emerging contaminants of the source water.



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

- This project will address current PFAS or other emerging contaminants of the source water.
- This project rehabilitates a water source dam or reservoir.
- This project includes land acquisition for water source protection.

Water Treatment Components

- This project includes water treatment components.

Water Distribution and Storage Components:

- This project includes water distribution and/or storage components.

Sustainable Infrastructure - Green Infrastructure:

Green stormwater infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintains and restores natural hydrology by infiltrating, evapotranspiring and harvesting and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains, and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale, green infrastructure consists of site and neighborhood-specific practices, such as:

Component	Cost
<input type="checkbox"/> Bioretention	\$0
<input type="checkbox"/> Trees	\$0
<input type="checkbox"/> Green Roofs	\$0
<input type="checkbox"/> Permeable Pavement	\$0
<input type="checkbox"/> Cisterns	\$0
Total Green Infrastructure Cost:	
	\$0

There are no Green Infrastructure components specified for this project.

Sustainable Infrastructure - Water Efficiency:

The use of improved technologies and practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources for the future. Examples include:

Component	Cost
<input type="checkbox"/> Installing or retrofitting water efficient devices such as plumbing fixtures and appliances (toilets, showerheads, urinals).	\$0
<input type="checkbox"/> Installing any type of water meter in previously unmetered areas (can include backflow prevention if in conjunction with meter replacement).	\$0
<input type="checkbox"/> Replacing existing broken/malfunctioning water meters with AMR or smart meters, meters with leak detection, backflow prevention.	\$0
<input type="checkbox"/> Retrofitting/adding AMR capabilities or leak equipment to existing meters.	\$0
<input type="checkbox"/> Conducting water utility audits, leak detection studies, and water use efficiency baseline studies, which are reasonably expected to result in a capital project or in a reduction in demand to alleviate the need for additional capital investment.	\$0
<input type="checkbox"/> Developing conservation plans/programs reasonable expected to result in a water conserving capital project or in a reduction in demand to alleviate the need for capital investment.	\$0
<input type="checkbox"/> Recycling and water reuse projects that replace potable sources with non-potable sources (Gray water, condensate, and wastewater effluent reuse systems, extra treatment or distribution costs associated with water reuse).	\$0
<input type="checkbox"/> Retrofit or replacement of existing landscape irrigation systems to more efficient landscape irrigation systems.	\$0
<input type="checkbox"/> Water meter replacement with traditional water meters.*	\$0
<input type="checkbox"/> Distribution pipe replacement or rehabilitation to reduce water loss and prevent water main breaks.*	\$0
<input type="checkbox"/> Storage tank replacement/rehabilitation to reduce water loss.*	\$0
<input type="checkbox"/> New water efficient landscape irrigation system, where there currently is not one.*	\$0
Total Water Efficiency Cost:	
	\$0

** Indicates a business case may be required for this item.*

There are no Water Efficiency components specified for this project.



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

Sustainable Infrastructure - Energy Efficiency:

Energy efficiency is the use of improved technologies and practices to reduce the energy consumption of water projects, use energy in a more efficient way, and/or produce/utilize renewable energy. Examples include:

Component	Cost
<input type="checkbox"/> Renewable energy projects, which are part of a public health project, such as wind, solar, geothermal, and micro-hydroelectric that provides power to a utility.	\$0
<input type="checkbox"/> Utility-owned or publicly-owned renewable energy projects.	\$0
<input type="checkbox"/> Utility energy management planning, including energy assessments, energy audits, optimization studies, and sub-metering of individual processes to determine high energy use areas.	\$0
<input type="checkbox"/> Energy efficient retrofits, upgrades, or new pumping systems and treatment processes (including variable frequency drives (VFDs).*	\$0
<input type="checkbox"/> Pump refurbishment to optimize pump efficiency.*	\$0
<input type="checkbox"/> Projects that result from an energy efficient related assessment.*	\$0
<input type="checkbox"/> Projects that cost effectively eliminate pumps or pumping stations.*	\$0
<input type="checkbox"/> Projects that achieve the remaining increments of energy efficiency in a system that is already very efficient.*	\$0
<input type="checkbox"/> Upgrade of lighting to energy efficient sources.*	\$0
<input type="checkbox"/> Automated and remote control systems (SCADA) that achieve substantial energy savings.*	\$0
Total Energy Efficiency Cost:	\$0

* Indicates a business case may be required for this item.

There are no Energy Efficiency components specified for this project.

Sustainable Infrastructure - Environmentally Innovative:

Environmentally innovative projects include those that demonstrate new and/or innovative approaches to delivering services or managing water resources in a more sustainable way. Examples include:

Component	Cost
<input type="checkbox"/> Total integrated water resources management planning, or other planning framework where project life cycle costs are minimized, which enables communities to adopt more efficient and cost-effective infrastructure solutions.	\$0
<input type="checkbox"/> Plans to improve water quantity and quality associated with water system technical, financial, and managerial capacity.	\$0
<input type="checkbox"/> Source water protection planning (delineation, monitoring, modeling).	\$0
<input type="checkbox"/> Planning activities to prepare for adaptation to the long-term effects of climate change and/or extreme weather.	\$0
<input type="checkbox"/> Utility sustainability plan consistent with EPA's sustainability policy.	\$0
<input type="checkbox"/> Greenhouse gas inventory or mitigation plan and submission of a GHG inventory to a registry as long as it is being done for an SRF eligible facility.	\$0
<input type="checkbox"/> Construction of US Building Council LEED certified buildings, or renovation of an existing building.	\$0
<input type="checkbox"/> Projects that significantly reduce or eliminate the use of chemicals in water treatment.*	\$0
<input type="checkbox"/> Treatment technologies or approaches that significantly reduce the volume of residuals, minimize the generation of residuals, or lower the amount of chemicals in the residuals.*	\$0
<input type="checkbox"/> Trenchless or low impact construction technology.*	\$0
<input type="checkbox"/> Using recycled materials or re-using materials on-site.*	\$0
<input type="checkbox"/> Educational activities and demonstration projects for water or energy efficiency (such as rain gardens).*	\$0
<input type="checkbox"/> Projects that achieve the goals/objectives of utility asset management plans.*	\$0
Total Environmentally Innovative Cost:	\$0

* Indicates a business case may be required for this item.

There are no Environmentally Innovative components specified for this project.



Drinking Water Project Profile

WX21141082 - East Logan Water District
Ky Hwy 79 Master Meter Area - Meter Service Replacement Project

Sustainable Infrastructure - Asset Management:

If a category is selected, the applicant must provide proof to substantiate claims. The documents must be submitted to Anshu Singh (Anshu.Singh@ky.gov) for CW projects

Component

Last Rate Adjustment Date: **08-01-2020** [Download Fee Schedule](#)

Rate Adjustment Age: **41 months**

System's monthly water bill, based on 4,000 gallons, as a percentage of MHI: **0.96%**

- The system(s) has an Asset Management Plan (AMP).
- The system(s) involved in this project have specifically allocated funds for the rehabilitation and replacement of aging and deteriorating infrastructure.

Project Status: Approved

Date Approved: 12-01-2021

Date Revised:

UTILITY PROCESS MANAGEMENT - MASTER AGREEMENT

Document Number – 20230531

This **UTILITY PROCESS MANAGEMENT MASTER AGREEMENT** (this "Master Agreement") is made effective this 31 day of 5, 2023 2023 ("Effective Date"), by and between **UNITED SYSTEMS & SOFTWARE, INC.**, a Kentucky corporation ("USS"), and East Logan Water District, a Kentucky Utility District ("Client").

RECITALS

WHEREAS, USS offers a unique combination of products, services and processes (the "System") that will improve utility operations, billing and collection functions which are offered by no other vendor;

WHEREAS, Client is a Kentucky Utility District and desires to engage USS to provide billing and collections equipment, Systems and services to Client for the utility provision and other services that Client provides or otherwise sells to its customers ("Customers"); and

WHEREAS, USS desires to provide, and Client desires to obtain, such billing and collections equipment, Systems and services pursuant to the terms and conditions set forth in this Agreement;

WHEREAS, the CLIENT desires to contract with United Systems & Software, Inc. (USS) for Network Services, pursuant to the terms and conditions set forth in this Agreement (Schedule C);

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS.

- A. "Copy": For the purpose of this Agreement, the term "Copy" shall be defined as any reproduction of any of the Software, in whole or in part, in any form.
- B. "Metering Equipment": Equipment supplied by USS and listed in a Work Order entered between the parties or otherwise authorized by USS for use with the System.
- C. "License": A limited right granted by USS, providing no ownership interest, to possess and use Software in accordance with the terms and conditions set forth in this Agreement.
- D. "Software": Licensed proprietary computer programs supplied by USS and/or its suppliers, including but not limited to, System application programs, documentation and related material for use on Equipment and listed in attached schedules.
- E. "System": Network equipment, Software, processes and license.
- F. "Services": Professional services provisioned by USS as specifically outlined within an Agreement Schedule as a Work Order.

2. COOPERATION. The parties acknowledge that the implementation and usage of the Metering Equipment, Licenses, Software, System and Services within this Agreement will require substantial cooperation between USS and the Client. Therefore, the Client and its employees, contractors and agents agree that they will use their best efforts and work in good faith to assist in these efforts that will aid in project success.

3. PROVISIONING OF METERING EQUIPMENT AND SERVICES. USS and Client shall execute a separate Work Order in the form attached hereto in Schedule "A" (the "Work Order"). Each Work Order entered between the parties shall outline and govern the specific scope and other terms for Metering Equipment, Software, Systems and/or Services to be supplied by USS to Client, together with all other System requirements and will outline all corresponding usage or other fees and price terms. Each Work Order entered between the parties shall be attached and incorporated by reference into this Master Agreement as Schedule A (the "USS Equipment and Services"). Additional Work Orders shall be entered for all additional USS Equipment and Services requested by Client during the term of this Master Agreement and shall be numbered in sequential order *i.e.*, Work Order No. 1, Work Order No. 2 *etc.* This Master Agreement shall apply to all Work Orders agreed to by the parties within the term of this Master Agreement until completion of the Work Order. In the event of a conflict between the terms and conditions of this Master Agreement and a Work Order, the terms of the Work Order shall take precedence for the Metering Equipment, Software, Systems and Services provided pursuant to the Work Order.

In addition, USS may offer third party services that could supplement USS Services. The Client acknowledges that some supplemental services could result in project savings. In the event such additional programs and services are agreed upon by USS and the Client, additional Work Orders will be entered for each third-party services requested.

Client agrees that USS may include commercially reasonable advertising by third parties on its bills, website and other material distributed by USS. Client further agrees to promote cost saving processes including the adoption of customer self-service functionality, credit card adoption by customers, and merchant credit card services provided by USS, and paperless billing provided by USS.

4. TIME OF PERFORMANCE. The provisioning of Metering Equipment, Software, Systems and Services of USS are to begin upon the signing of this Agreement and continue for a period of 36 (thirty-six) months from the date of first invoice, or until either party terminates this Master Agreement in accordance with Section 14, whichever is sooner (the "Term"). This Master Agreement is subject to automatic extensions of one (1) year unless either party gives notice of cancellation at least ninety (90) days prior to the end of the Term or any Agreement period.

5. COMPENSATION. USS shall be compensated in the amount(s) and at the rates set forth in each Work Order. If requested by the Client, USS, at its discretion, may provide other metering or network equipment, equipment maintenance, staff services, and other products and services which shall be scheduled as available, at USS' rates, and terms and conditions then in effect, and a new Work Order shall be entered for such additional services and products. For services other than as set forth in a Work Order, staff time shall be billed on a minimum of 4 hours for full or part days when at Client location(s). Travel time shall be billable time. Travel and per diem expenses incurred by USS staff, while providing service to the Client, will be invoiced at the current published rates of USS which may be modified by USS from time to time. Rates are subject to change without notice.

After termination by the Client for any reason, if it is determined that the Client needs transition services by USS which would include, but is not limited to, any services that are similar to the Services outlined in this Agreement, the Client shall pay USS its published hourly rates for provision of such services. Following termination, all Software and other intellectual property related to the System shall remain the sole property of USS and Client shall have no further rights to use such Software or other intellectual property. In the event that Client wishes to use Software or any other intellectual property of USS following termination of this Agreement, such usage will be subject to an agreement to be approved by USS in its sole discretion.

15. INSTALLATION OF METERING EQUIPMENT; OWNERSHIP OF ASSETS; MAINTENANCE. Unless otherwise stated in a Work Order, USS shall provide all USS Metering Equipment incorporated by reference herein (the "Metering Equipment") and Services, or other assets needed for the System. All Metering Equipment shall be provided to Client at the location specified in a Work Order. Client shall, at its sole cost and expense, be responsible for the installation and maintenance of all Metering Equipment during the Term of this Agreement. USS shall retain title to and be the owner of all Metering Equipment until such Metering Equipment is purchased by Client upon termination as provided herein, or as evidenced by an agreement that is executed by both parties. Provided Client is not in default of its obligations, USS shall not interfere with or disturb the Client's and its Customers' continued use and physical possession of the Metering Equipment for the Term of this Master Agreement. It is expressly understood that all Metering Equipment shall be and remains USS's personal property and the Client shall do all acts necessary to ensure that the Metering Equipment remains USS's personal property and that such personal property does not become fixtures of the Client or the Client's Customers. This obligation shall include taking measures to ensure the Metering Equipment is specifically labeled and/or otherwise documented as being USS's personal property until such Metering Equipment has been fully purchased by Client. Throughout the Term of this Master Agreement, the Client, at its sole cost and expense, shall be responsible for all installation, maintenance, condition, and care of the Metering Equipment supplied by USS and utilized by the Client and its Customers. In addition, the Client is responsible for any damaged, stolen, or missing Equipment. In the event any Metering Equipment must be replaced at any time during the Term of this Master Agreement because of a manufacturer's defect, the Client's sole remedy shall be replacement of such defective Metering Equipment by USS, and all replacement costs (transportation, installation, etc.) shall be at the sole cost and expense of Client.

16. PURCHASE OF METERING EQUIPMENT UPON TERMINATION. Upon the termination of this Master Agreement for any reason, the Client shall purchase all Metering Equipment incorporated by reference herein (the "Metering Equipment") supplied by USS pursuant to this Master Agreement or any Work Order. The purchase price for the Metering Equipment shall be as provided in Schedule "B" which is attached hereto and incorporated by reference herein (the "Equipment Purchase Price"). The Metering Equipment Purchase Price shall be paid in full by Client to USS prior to the termination date of this Master Agreement.

17. LIMITATION OF LIABILITY. USS shall not be liable for any indirect, special, or consequential damages arising out of the Services, or use of the System or Metering Equipment. This includes, but is not limited to, loss of anticipated profits, loss of personnel, loss of use, or loss of data files. USS' liability for data files, including any such loss caused by negligence or misconduct by any employee of USS, shall be limited to reimbursing the Client for the cost of replacing, reassembling, or reformulating such data on Client's own Metering Equipment by Client's own staff under the supervision of USS, or replacing the defective Metering Equipment. In any case, USS' liability shall not exceed the total amount paid or payable for Services under this Agreement during the previous 60-day period. There are no warranties of any kind, express or implied, as to merchantability, fitness for purpose, or any other matter with respect to the System, Services or Equipment under this Agreement. USS shall not be liable for any claim or demand against Client by any other party resulting from instruction or data error or from inability or failure occasioned by any catastrophic or accidental loss of Client data or data files.

USS MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY USS EQUIPMENT AND SERVICES PROVIDED UNDER THIS MASTER AGREEMENT AND/OR ANY WORK ORDER, IN WHOLE OR IN PART. USS EXPLICITLY DISCLAIMS ALL WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. USS EXPRESSLY DOES NOT WARRANT THAT THE USS EQUIPMENT AND SERVICES WILL MEET CLIENT'S REQUIREMENTS. IN SUCH EVENT, THE CLIENT'S SOLE REMEDY SHALL BE THE RIGHT TO TERMINATE THIS MASTER AGREEMENT.

18. FORCE MAJEURE: USS shall not be liable for any damages caused by a Force Majeure Event and shall be excused from performance under this Master Agreement or any Work Order because of a Force Majeure Event. A Force Majeure Event shall mean an event beyond the reasonable control of USS that frustrates or impairs USS's performance and/or Client's ability to operate or function that includes, but is not limited to (a) acts of God (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Master Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) epidemic, pandemic or similar influenza or bacterial infection (which is defined by the United States Center for Disease Control as virulent human influenza or infection that may cause global outbreak, or pandemic, or serious illness); (j) emergency state; and (k) other similar events beyond the reasonable control of and/or (l) power failure, or improper shut down of the network and related network systems/services.

19. INDEMNIFICATION. Client hereby agrees to indemnify and defend at its sole expense: USS, its employees, agents, representatives, directors, and shareholders, from and against any and all claims, complaints and/or judgments arising from Client's use of any services and goods furnished hereunder, as well as any negligent, intentional, or tortious act or omission of Client or any material breach by Client of these Terms. In addition, Client agrees to pay any judgment and costs associated with such claim/s including attorney fees.

20. ENTIRE AGREEMENT. This Master Agreement, together with each Work Order, constitutes the sole and entire agreement of the parties to this Master Agreement with respect to the subject matter herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

21. EXCUSE OF PERFORMANCE. USS will not be liable or in default under this Master Agreement or any Work Order for failing to perform if such failure results from causes beyond USS' control. Services suspended due to causes beyond USS' control may be canceled but this Master Agreement shall otherwise remain unaffected.

22. GOVERNING LAW; ARBITRATION. This Agreement shall be governed in all respects in accordance with the laws of the Commonwealth of Kentucky. Any and all disputes in any way arising under or relating to this Master Agreement and/or any Work Order or any other obligations of the parties shall be brought exclusively in the state courts located in Marshall County, Kentucky or the United States District Court for the Western District of Kentucky, Paducah Division

23. TAXES. Client shall pay promptly when due, or reimburse USS for, and hold USS harmless from, (i) all taxes (other than those taxes calculated solely on the basis of USS' gross or net income), including but not limited to ad valorem property (whether on real or personal property) or other taxes of any kind under state, local, or federal law, ownership, transfer, sales, use, excise, license, gross receipts and personal property taxes (including any relating to USS' legal title and interest in the Equipment, License and Software) or USS' ownership or Client's leasing, rental, sale, purchase, possession or

use of the Equipment, License, or Software; and (iii) assessments and all other charges or withholdings of any nature (together with any penalties, fees, fines or interest thereon) arising at any time relating to the Equipment, License, Software or this Master Agreement or any Work Order or with respect to the ownership, use, possession, acquisition, ownership, operation, leasing, delivery, return or other disposition of any Equipment, License, Software, or upon the payments for such, whether the same be assessed to USS or Client. If Client fails to pay any such taxes, assessments and other charges when due or demanded (except taxes, assessments or charges being contested in good faith), USS, at its option, may do so, in which event the amount so paid (including any penalty or interest incurred as a result of Client's failure), plus interest thereon at the rate of 12% per annum, or the highest rate permitted by applicable law, whichever is less, shall be paid by Client to USS along with any filing fees, accountant fees, attorneys' fees and other reasonable expenses incurred by USS.

24. SEVERABILITY. Should any part or provision of this Master Agreement be held unenforceable, invalid, or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall be deemed to be unaffected by such holding.

25. NETWORK SERVICES. This Master Agreement includes USS's platform for delivery of network support, security and networking solutions which is referred to as Network Services. Network Services are outlined within Schedule "C", which shall be incorporated into this Master Agreement as Schedule "C" (the "Network Services Agreement Terms & Conditions for all Work Orders").

26. EMAIL & MICROSOFT 365. This Master Agreement includes email and Microsoft 365 services. User limit for these services is calculated as 2 + 1/1,000 utility endpoints. Any email or Microsoft 365 accounts in addition to those provided as outlined above will be billed separately at current rates.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CLIENT:

USS:

East Logan Water District
(Legal Entity Name)

United Systems & Software Inc.

By [Signature]

By _____

Name Garrett Bawn

Name _____

Title OFFICE MANAGER

Title _____

SCHEDULE "A"

WORK ORDER NO. – 20230531-01

This Document is a Work Order as defined in the Master Agreement ("Agreement"), dated as of 5/31, 2023 (the "Effective Date"), between United Systems & Software, Inc. ("USS"), and East Logan Water District ("Client"), and is subject to and incorporates by reference the provisions of the Agreement. This Statement of Work is dated and made effective as of 5/31, 2023 (the "SOW Effective Date").

1. Metering Equipment to be supplied by USS:

N/A

2. Systems (networking equipment) to be supplied by USS:

Firewall & Access Point

3. Services to be performed by USS:

***Estimated* Recurring Utility Billing Monthly Fees:**

Estimated UPM with TPM Monthly Fee	\$ 5,647.98
Monthly Charges Estimated at \$1.69/Account for ~3,342 Accounts	
8 Total Named User Licenses (Add \$99 for Each Additional)	

Additional Recurring Monthly Application Fees:

Inventory Management System	\$ 100.00	Financial Application
Credit	\$ (100.00)	
1 Total Named User Licenses (Additional Add -\$99 ea.)	\$ 0.00	

Total Monthly Application and Service Charges: \$ 5,647.98

Initial Fees:

Initial Setup Fee	\$ 1,500.00
ALLIANCE™ REMOTE Setup and Technical Services ² (UPM)	\$ 9,565.00
Setup, application configuration, and training (estimated 48 hours) ³	
Hourly rate of \$175/hr (48); travel \$340/trip (1); daily per diem \$275/day (3).	
Services will be billed as they are rendered. ⁵	
<i>Should additional onsite services be requested, travel and daily per diem charges will apply.</i>	
Networking Setup and Technical Services ² (Network Services)	\$ 7,615.00
Setup, application configuration, and training (estimated 40 hours) ³	
Hourly rate of \$175/hr (40); travel \$340/trip (1); daily per diem \$275/day (1).	
Services will be billed as they are rendered. ⁵	
<i>Should additional services be required, hourly rate, travel and daily per diem charges will apply.</i>	
Utility Data Conversion with History (~3,342 accounts) ⁶	\$ 6,671.00
Service Order Conversion	\$ 400.00
Counter Receipts Conversion	\$ 600.00
<i>Original Software Purchase Credit</i>	<i>\$ (9,250.00)</i>

Total Initial Fees: \$ 17,101.00

Included at no additional charge:


- 8 total named user licenses and 8 GB storage
- Utility CIS, utility billing, and delinquent fulfillment including statements, envelopes, return envelopes, and postage
- Counter Receipts
- Utility website
- Annual software support and maintenance
- Credit card processing, credit card fees (passed to the consumer as a service fee), and ACH bank drafts
- Meter Reading System interface
- Mobile Field Service (MFS)
- Customer Web Portal with self-serve account setup and controls
- IVR allowing inbound phone payments and account information⁷
- TPM by United Systems network management services, including automated offsite backups
- Microsoft 365, email, and phone service

- Dedicated UPM Customer Manager
- United Systems Provided Marketing Campaigns
- Ongoing UPM Metric Tracking & Quarterly Benchmark Updates

4. Location/Method for Delivery of Equipment:

333 S Franklin Street
Russellville, KY 42276

5. Other System requirements:

 *MINIMUM* System Requirements	
Cloud Access	<ul style="list-style-type: none"> • High-speed (50 Mbps down/50 Mbps up minimum) Internet Connection • Windows 10 (64 bit-only) • Parallel RDP Connection • VPN
Workstation	<ul style="list-style-type: none"> • 2.4 GHz, dual-core processor (quad-core preferred, 7th generation i5 or better, 64 bit only), 16GB of RAM, 50GB of free disk space • Windows 10 Pro (64 bit only)
Display	<ul style="list-style-type: none"> • 1024 X 768 resolution VGA color monitor (1920 X 1080 preferred)
Technical Support	<ul style="list-style-type: none"> • A high-speed (50 Mbps down/50 Mbps up or better) internet connection
Additional Hardware*	<ul style="list-style-type: none"> • If applicable, Epson Receipt Printer (TM-H6000V network version only) • USB 3.0 or higher • Microsoft mouse or compatible pointing device • 10G/100G Network Card & 10G/100G Network Switch if operating in a network environment
Mobile Field Service	<ul style="list-style-type: none"> • This application requires true server-grade hardware operating with Windows Server & SQL Server • A static IP address is required from the utility's ISP for MFS deployment. • Mobile Device Requirements: <ul style="list-style-type: none"> o GPS Enabled o Cellular Enabled o Minimum 10GB free storage • Any iOS, Android, or Windows 10 mobile device still supported by the manufacturer*
Network	<ul style="list-style-type: none"> • Static IP address • The capability of forwarding ports in network router software • Access through any firewall to achieve outside communication to the Alliance service
*Footnotes	<ul style="list-style-type: none"> • *Not Supported: Windows 'Home' variant operating system, SQL Server 'Express' license format, impact matrix printers • *iPhone 7 and older iPhones not supported

6. Time of Equipment Provision and Performance: This project is from _____ through _____. While preliminary, the following table proposes a draft week-by-week timeline and primary activity schedule for the project. The timeline is subject to change.

Project timeline to be determined by customer and project manager upon return of signed agreement and project kick-off.

7. Rates:

Equipment and Services usage fee: \$1,69 per billed account per month.

The Rates to be charged for this project are based on the currently published rates and in addition to potential fluctuation in prices, these rates will increase automatically on an annual basis in accordance with the published annualized Consumer Price Index (CPI) as determined by the U.S. Bureau of Labor, specifically CPI-U.

Full billing will begin upon Client's first billing of Customers under this System, or 6 months, whichever comes first.

8. Payment Terms:

[Monthly]
[Automatic Bank Draft]

9. Client's Representative:

Earn Brown
earn@easttoganwater.com
270-717-0991

The Client's representative shall be an individual designated by Client who shall have the authority to transmit instructions, receive information, and define Client policies and decisions as they relate to Equipment and Services under this Agreement.

10. **Additional Terms and Conditions:** [specify, if any]

N/A

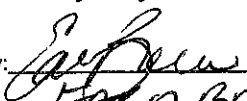
11. **General Conditions:** Capitalized terms not expressly defined in this Work Order shall have the meaning ascribed to them in the Master Agreement. In the event of a conflict between the terms of the Agreement and the contents of this Work Order, the contents of this Work Order shall take precedence.

12. Equipment shipping costs, if any, are not included within proposed pricing. Client will bear the cost of shipping and handling for all Metering Equipment and System related equipment, including but not limited to networking equipment.

IN WITNESS WHEREOF, the parties have executed and delivered this Statement of Work as of the SOW Effective Date.

CLIENT:

East Logan Water District
a Kentucky Utility District

By: 
Name: EARL BROWN
Title: OFFICEMANAGER
Date: 5/31/23

USS:

United Systems & Software, Inc.,
a Kentucky corporation

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE "B"

WORK ORDER EQUIPMENT PURCHASE

The Equipment Purchase Price shall be an amount equal to the greater of the following:

- 1) The aggregate amount of the rates listed in the Work Order for the remainder of the Term;
- or
- 2) The amount of the rates listed in the Work Order for one calendar year.

SCHEDULE "C"

NETWORK SERVICES TERMS & CONDITIONS

The CLIENT and USS acknowledge:

USS is a provider of Network Services, hereinafter referred to as "Network Services", that encompass network support services, security and networking solutions;

CONDITIONS OF SERVICE. CLIENT'S network is eligible for Network Services under this Agreement, provided it is in good condition and USS's serviceability requirements and site environmental conditions are met. USS reserves the right to inspect the network upon the commencement of the term of this agreement for the purpose of creating a diagram of the Network and/or conducting a diagnostic test of the Network. USS shall not be responsible to CLIENT for loss of use of the Network or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Network other than by authorized representatives of USS. USS reserves the right to suspend or terminate this Agreement if in its sole discretion, conditions at the service site pose a health or safety threat to any USS representative.

SERVICE RESPONSIBILITY OF USS.

- A. USS will provide remote and/or on-site services under the following conditions using the following bill rates for ADD'S, MOVE'S, OR CHANGES unless otherwise specified in Exhibit 1. It is the responsibility of CLIENT to promptly notify USS of any events/incidents that could impact the services defined within this agreement and/or any supplemental service needs, and for USS to respond in a timely manner via phone, email, remote access, and/or on-site services as defined in Exhibit 1 of this Agreement.
- B. If services are requested by CLIENT outside of normal business hours, USS shall provide such service subject to the availability of its representatives, according to the terms and conditions set forth in this Agreement.
- C. USS shall monitor, advise, and provide supplemental services as defined in this agreement during business hours, unless otherwise specified in Exhibit 1, and in accordance with USS's Network policies then in effect. USS shall provide scheduled remote and onsite support services in accordance with this agreement. USS's representatives shall have, and CLIENT shall provide full access to the Network to affect the necessary monitoring and/or supplemental services. All services defined in this Agreement shall be provided during regular business hours, unless otherwise specified in Exhibit 1.
- D. USS shall be obligated to provide service only at the Location site/s defined in this agreement as outlined in Exhibit 1. If CLIENT desires to relocate, add or remove locations, CLIENT shall give appropriate notice to USS of its intention to relocate sixty (60) days in advance. USS reserves the right to renegotiate service terms with respect to any relocation and/or addition of locations by CLIENT. Such a right includes the right to refuse service to Network at the relocation and/or new site.

CLIENT RESPONSIBILITIES.

- A. CLIENT shall provide adequate workspace, heat, light, ventilation, electric current and outlets, internet, remote access, and long-distance telephone access for use by USS's representatives.
- B. CLIENT agrees that it will promptly notify USS of any modification, installation, or service performed on the Network by individuals not employed by USS in order to assist USS in providing an efficient and effective Network support response.
- C. CLIENT will designate a managerial level representative, a named CLIENT contact, to authorize all Network Support Services. This contact information shall be outlined in Exhibit 1, and it is CLIENT's responsibility to inform USS of any changes made to this representation thirty (30) days in advance.

SERVICE LIMITATIONS. In addition to other limitations and conditions set forth in this Agreement, the following service and support limitations are expressed:

- A. Cost of consumables, replacement parts, hardware, software, network upgrades and associated services are outside the scope of this agreement. USS will provide consultative specification, sourcing guidance and/or Time and Material/Project offerings.
- B. Manufacturer warranty parts and labor/services are outside the scope of this agreement. However, we will act as the responsible party for conversations with those vendors.
- C. Periodic reboots for such devices as firewalls, routers, and servers are required to apply/activate critical update patches and configuration changes. USS's services within this agreement are predicated upon CLIENT'S support and commitment to providing time/scheduling for network device reboots with its staff and/or users' support.
- D. Printer, computers, and server, maintenance support is limited to devices covered under manufacturer's warranty.
- E. Virus mitigation within the scope of this agreement is predicated on CLIENT satisfying recommended backup schemes and keeping our approved Anti-Virus Software with current updates.
- F. This agreement and support services herein are contingent on CLIENT'S permission of USS having secure remote access into CLIENT'S network with our remote access product.

WARRANTIES AND DISCLAIMERS. CLIENT shall assume full responsibility for the overall effectiveness and efficiency of the operating environment in which the Network is to function.

EXHIBIT 1

Exhibit 1 is designed to provide the CLIENT with a complete depiction of the Network Services, including location(s), user(s), etc.

CUSTOMER BILLING ADDRESS:

333 S Franklin Street
Russellville, KY 42276

LOCATION (S):

333 S Franklin Street
Russellville, KY 42276

NUMBER OF USERS:

8

NAMED CUSTOMER CONTACT:

Earn Brown
earn@eastloganwater.com
270-717-0991

SERVICES:

REMOTE MANAGEMENT	UNLIMITED ONSITE SUPPORT (HARDWARE MUST BE UNDER FACTORY WARRANTY)
REMOTE MONITORING	3RD PARTY SOFTWARE PATCH MANAGEMENT
ALIGNMENT STANDARDS AUDITS	VCIO CONSULTING SERVICES
CYBER SECURITY	BUSINESS CONTINUITY / CONTINUITY PLANNING
NETWORK INFRASTRUCTURE	MANAGED ANTI-VIRUS / MALWARE
SERVER INFRASTRUCTURE	DNS PROTECT (WEB FILTERING)
SOFTWARE	CLOUD BACKUP
UNLIMITED REMOTE SUPPORT	

Network Management Toolset
Phone Service



ELECT TO OPT OUT OF NETWORK SERVICES:

I have read the Agreement and elect to opt-out of the provided Network Services in whole or in part. I understand the business, operations and legal consequences of electing to not have USS provide Network Services and am signing this document freely and agreeing to:
(a) releasing USS from all liability related to network and systems infrastructure failure resulting in the loss of access to UPM,
(b) USS shall not be liable for any indirect, special, or consequential damages arising out of opting out of Network Services. This includes, but is not limited to, loss of anticipated profits, loss of personnel, loss of use of UPM or its applications, or loss of data files.
(c) We are assuming all risks from opting out of Network Services, including systems and network infrastructure outages and loss, security/cyber security breaches, data loss and business continuity.

We agree to be financially responsible for any costs incurred as a result of opting out of Network Services.

By: *Earn Brown*
Name: *Earn Brown*
Title: *OFFICE MANAGER*
Date: *5/31/23*



Drinking Water Project Profile

Legal Applicant: East Logan Water District	
Project Title: System-Wide Waterline Extensions/Additions	
Project Number: WX21141072 View Map	Submitted By: BRADD
Funding Status: Fully Funded	Primary County: Logan
Project Status: Approved	Planning Unit: Logan
Project Schedule: 0-2 Years	Multi-County: No
E-Clearinghouse SAI: KY202301120064	ECH Status: Approved
Applicant Entity Type: Water District (KRS 74)	ADD WMC Contact: Morgan Hershey
Date Approved (AWMPC): 06-02-2021	

Project Description:

The proposed project involves the addition of approximately 40,600 LF of waterline in the East Logan Water District for unserved customers. An additional 4,500 LF has been identified as alternate line extension locations.

Need for Project:

Briefly describe how this project promotes public health or achieves and/or maintains compliance with the Clean Water Act or Safe Drinking Water Act:

The proposed waterline extensions will fill out the distribution system and help fulfill a lengthy list of service requests. 25 Unserved customers' needs will be met.

Project Alternatives:

Alternate A:

Do nothing.

Alternate B:

Legal Applicant:

Entity Type: **Water District (KRS 74)** PSC Group ID: **21100**

Entity Name: **East Logan Water District**

Web URL: <http://www.eastloganwater.com>

Office EMail: eastlogan@logantele.com

Office Phone: **270-717-0991** Toll Free: Fax: **270-717-0958**

Mail Address Line 1: **333 S Franklin St** Phys Address Line 1: **333 S Franklin St**

Mail Address Line 2: Phys Address Line 2:

Mail City, State Zip: **Russellville, KY 42276** Phys City, State Zip: **Russellville, KY 42276**

Contact: **Earn Brown** Financial Contact: Auth Official: **Harris Dockins**

Contact Title: **Office Manager** Financial Contact Title: Auth Official Title: **Chairman**

Contact EMail: earn@eastloganwater.com Financial Contact EMail: Auth Official EMail: earn@eastloganwater.com

Contact Phone: **270-717-0991** Financial Contact Phone: Auth Official Phone: **270-717-0991**

Data Source: [Kentucky Infrastructure Authority](#)

Date Last Modified: 04.18.2023

Project Administrator (PA) Information

Name: **Morgan Hershey**

Title: **Community Development Specialist**

Organization: **Barren River Area Development District**

Address Line 1: **177 Graham Ave**

Address Line 2:

City: **Bowling Green** State: **KY** Zip: **42101**

Phone: **270-781-2381** Fax:

Applicant Contact (AC) Information

Name: **Linda Alexander**

Title: **Office Manager**

Organization: **East Logan Water District**

Address Line 1: **399 E Main St**

Address Line 2:

City: **Russellville** State: **KY** Zip: **42276**

Phone: **270-717-0991** Fax:



Drinking Water Project Profile

WX21141072 - East Logan Water District
System-Wide Waterline Extensions/Additions

Project Engineer (PE) Information:

- ✓ This project requires a licensed Professional Engineer.
- ✓ A Professional Engineer has been procured for this project.

Project Engineer Information:	Engineering Firm Information:
License No: PE 14440	Permit No: 1363
PE Name: Michael Wayne McGhee	Firm Name: McGhee Engineering, Inc.
Phone: 270-483-9985 Fax: 270-483-9986	Phone: 270-483-9985 Fax:
E-Mail: mike.mcghee@mcgheeengineering.com	Web URL: http://www.mcgheeengineering.com/
Firm Name: McGhee Engineering, Inc.	E-Mail: mike.mcghee@mcgheeengineering.com
Addr Line 1: McGhee Engineering, Inc.	Addr Line 1: 202 South Ewing St
Addr Line 2: 202 S. Ewing St	Addr Line 2: PO Box 267
Addr Line 3: PO Box 267	City: Guthrie State: KY Zip: 42234
City: Guthrie State: KY Zip: 42234	Status: Current Disciplinary Actions: NO
Status: Current Disciplinary Actions: NO	Issued: 07-13-1998 Expires: 12-31-2023
Issued: 09-20-1985 Expires: 06-30-2024	

Estimated Budget

Project Cost Categories:	
Cost Category	Cost
Administrative Expenses:	\$ 5,000
Legal Expenses:	\$ 15,000
Land, Appraisals, Easements:	
Relocation Expenses & Repayments:	
Planning:	\$ 10,000
Engineering Fees - Design:	\$ 34,000
Engineering Fees - Construction:	\$ 14,500
Engineering Fees - Inspection:	\$ 35,500
Engineering Fees - Other:	
Construction:	\$ 465,000
Equipment:	
Miscellaneous:	
Contingencies:	\$ 46,000
Total Project Cost:	\$ 625,000

Construction Cost Categories:	
Cost Category	Cost
Treatment:	
Transmission & Distribution:	\$ 465,000
Lead Remediation:	
Source:	
Storage:	
Purchase of Systems:	
Restructuring:	
Land Acquisition:	
Non-Categorized:	
Total Construction Cost:	\$ 465,000
Total Sustainable Infrastructure Costs:	

Note: Total Sustainability Infrastructure Costs are included within construction and other costs reported in this section. This breakout is provided for SRF review purposes.

Project Funding Sources:

Total Project Cost: **\$ 625,000**
 Total Committed Funding: **\$ 625,000**
 Funding Gap: **\$ 0**

This project will be requesting SRF funding for fiscal year 2024.

Estimated Project Schedule:

Est. Environmental Review Submittal Date: **08-15-2021**
 Estimated Bid Date: **11-15-2021**
 Estimated Construction Start Date: **02-01-2022**
 Estimated Construction Completion Date: **02-01-2023**

Funding Source	Loan or Grant ID	Fiscal Year	Amount	Status	Applicable Date
21SB036 Cleaner Water Program (FY 2022)	21CWW289	2022	\$ 625,000	Committed	07-22-2022
Total Committed Funding:			\$ 625,000		

Funding Source Notes:

Conditionally approved by WMC until all mapping requirements are met.
 - need pipe materials

Cleaner water- unserved/ consent decree



Drinking Water Project Profile

WX21141072 - East Logan Water District
System-Wide Waterline Extensions/Additions

The following systems are beneficiaries of this project:

✓ **KY0710951 East Logan Water District**

Note: Check mark indicates primary system for this project.

Project Ranking by AWMPC:

Regional Ranking(s): _____

Planning Unit Ranking: _____

Total Points: _____

- Plans and specs have been sent to DOW.
- Plans and specs have been reviewed by DOW.
- Plans and specs have been sent to PSC.
- Plans and specs have been reviewed by PSC.

Economic, Demographic and Geographic Impacts

Economic Impacts	
Jobs Created:	
Jobs Retained:	

*Demographic Impacts (GIS Census Overlay)			
Serviceable Demographic	Project Area	Included Systems	Included Utilities
Population:	58	8,364	8,362
Households:	14	3,323	3,323
MHI:	\$52,628	\$52,556	*\$52,556
MHI MOE	\$8,294	\$8,743	*\$8,743
MOE as Pct:	16%	17.0%	17.0%
**NSRL:		1	1

Population and household counts are based on 2010 census block values from the SF1 (100%) dataset.

MHI Source is from the American Community Survey 2017-2021 5 Yr Estimates (Table B19013 *(for the primary system operated by the above listed beneficiary utilities).

MHI MOE = Med HH Income Margin of Error.

** NSRL (Non-Standard Rate Levels):

0 = Income above Kentucky MHI (KMHI).

1 = Income between 80% KMHI and KMHI.

2 = Income less than or equal to 80% KMHI.

- KMHI = \$55,454

- 80% KHMI = \$44,363

Geographic Impacts For Project Area	
Counties	
Logan	
Legislative Districts	
District Name	Legislator
House 016	Jason Petrie
Senate 32	Mike Wilson
Congressional 1	James Comer
Groundwater Sensitivity Zones	
HUC 10 Watersheds	
HUC Code	Watershed Name
0511000208	Gaspar River
0511000301	Muddy Creek
0511000302	Mud River

Geographic Impacts For Included System(s)	
Counties	
Butler	
Logan	
Simpson	
Warren	
Legislative Districts	
District Name	Legislator
House 015	Rebecca Raymer
House 016	Jason Petrie
House 017	Robert Duvall
House 022	Shawn McPherson
Senate 05	Stephen Meredith
Senate 09	David P. Givens
Senate 32	Mike Wilson
Congressional 1	James Comer
Congressional 2	Brett Guthrie

New Customers	
New Residential Customers:	25
New Commercial Customers:	
New Institutional Customers:	
New Industrial Customers:	

New or Improved Service		
Service Demographic	Survey Based	Census Overlay*
To Unserved Households:	25	14
To Underserved Households:		
To Total Households:	25	14
** Cost Per Household:	\$25,000	

* GIS Census block overlay figures are estimates of population and households potentially served by systems and projects based on a proximity analysis of relevant service lines to census block boundaries.

** Cost per household is based on surveyed household counts, not GIS overlay values.



Drinking Water Project Profile

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System-Wide Waterline Extensions/Additions

DW Specific Impacts

- This project relates to a public health emergency.
- This project will assist a non-compliant system to achieve compliance.
- This project will assist a compliant system to meet future requirements.
- This project will provide assistance not compliance related.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
- Primary system has not received any SDWA Notices of Violation within the previous state fiscal year-July through June, i.e. July 2014 – June 2015).
- Primary system has had an action level exceedance (lead concentrations exceed an action level of 15 ppb in more than 10% of customer taps sampled) within the last compliance period.
- Primary system has received a lead trigger level exceedance (lead concentrations exceed a trigger level of 10 ppb in more than 10% of customer taps sampled) within the last compliance period.

Project Readiness - Lead Inventory and Lead Service Line Replacement:

Lead Service Line Inventory:

- A description of goals to be achieved and products to be created (e.g., electronic or GIS database; customer communication tools) when creating a lead service line inventory procedure, including a proposed timeline for achieving each goal.

Lead Service Line Replacement:

- A strategy for informing customers before a LSLR and a template for an agreement with the private property owner to replace the LSL.
- A process for documenting all property owners declining replacement of privately owned portion of LSL.
- A procedure for customers to flush service lines and premise plumbing of particulate lead.
- A proposed plan for conducting LSL replacement utilizing all requested funding.
- A funding strategy for conducting LSLRs utilizing all requested funding.

Project Components - Mapped Line Features

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KY0710951	WATER LINE: FINISHED	DISTRIBUTION	EXTENSION - UNSERVED RURAL AREAS	3.00	PVC	45,100
Total Length						45,100

Administrative Components:

- Planning
 Design
 Construction
 Management

Regionalization Components and Eliminated Systems/Plants:

Public Water Systems Eliminated:

- This project includes the elimination of public water system(s) through merger or acquisition.

Water Treatment Plants Eliminated:

- This project includes the elimination of water treatment plant(s).

Supplementation of Raw Water Supply:

- This project includes supplementing the existing raw water supply.

Supplementation of Potable Water Supply:

- This project includes supplementing the existing potable water supply.

Supplementation of Emergency Water Supply:

- This project includes supplementing the existing emergency water supply.



Drinking Water Project Profile

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Water Source Protection

- This project will preventatively address PFAS or other emerging contaminants of the source water.
- This project will address current PFAS or other emerging contaminants of the source water.
- This project rehabilitates a water source dam or reservoir.
- This project includes land acquisition for water source protection.

Water Treatment Components

- This project includes water treatment components.

Water Distribution and Storage Components:

- This project includes water distribution and/or storage components.

Water Line Extensions:

- This project includes water line extension(s).

Length of extensions (LF): **45,100**

Number of new connections: -

- This projects extends service to unserved rural areas.

Redundancy Components:

- This project includes emergency power generators for distribution and/or storage activities.
- This project includes redundant distribution and/or storage processes.

Finished Water Quality:

- This project includes infrastructure to address inadequate water turnover and disinfection byproducts (DBPs).

Service Line Inventory:

- This project includes implementation of a service line inventory.

Water Line Replacement:

- This project replaces problem water lines (breaks, leaks, or restrictive flows due to age), water lines consisting of lead and/or asbestos-cement (AC), and/or inadequately sized water lines.

- In-line or in-situ repair methods will be used in lieu of water line replacement.

Total length of in-place or in-line repair (LF): -

- This project replaces lead service lines.

Water Loss in the past 12 Months:

The system has experienced the following water loss over the past 12 months:

Water Loss Volume (MG): **70.576**

Water Loss Percent (%): **23.000**

Water Storage and Pressure Components:

- This project includes the construction of new water tank(s).
- This project includes the replacement of existing water tank(s).
- This project includes the rehabilitation of existing water tank(s).
- This project includes the construction of new pump station(s).
- This project includes the rehabilitation of existing pump station(s).

Security:

- This project includes security components for water distribution infrastructure.



Drinking Water Project Profile

WX21141072 - East Logan Water District
System-Wide Waterline Extensions/Additions

Sustainable Infrastructure - Green Infrastructure:

Green stormwater infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintains and restores natural hydrology by infiltrating, evapotranspiring and harvesting and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains, and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale, green infrastructure consists of site and neighborhood-specific practices, such as:

Component	Cost
<input type="checkbox"/> Bioretention	\$0
<input type="checkbox"/> Trees	\$0
<input type="checkbox"/> Green Roofs	\$0
<input type="checkbox"/> Permeable Pavement	\$0
<input type="checkbox"/> Cisterns	\$0
Total Green Infrastructure Cost:	
\$0	

There are no Green Infrastructure components specified for this project.

Sustainable Infrastructure - Water Efficiency:

The use of improved technologies and practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources for the future. Examples include:

Component	Cost
<input type="checkbox"/> Installing or retrofitting water efficient devices such as plumbing fixtures and appliances (toilets, showerheads, urinals).	\$0
<input type="checkbox"/> Installing any type of water meter in previously unmetered areas (can include backflow prevention if in conjunction with meter replacement).	\$0
<input type="checkbox"/> Replacing existing broken/malfunctioning water meters with AMR or smart meters, meters with leak detection, backflow prevention.	\$0
<input type="checkbox"/> Retrofitting/adding AMR capabilities or leak equipment to existing meters.	\$0
<input type="checkbox"/> Conducting water utility audits, leak detection studies, and water use efficiency baseline studies, which are reasonably expected to result in a capital project or in a reduction in demand to alleviate the need for additional capital investment.	\$0
<input type="checkbox"/> Developing conservation plans/programs reasonable expected to result in a water conserving capital project or in a reduction in demand to alleviate the need for capital investment.	\$0
<input type="checkbox"/> Recycling and water reuse projects that replace potable sources with non-potable sources (Gray water, condensate, and wastewater effluent reuse systems, extra treatment or distribution costs associated with water reuse).	\$0
<input type="checkbox"/> Retrofit or replacement of existing landscape irrigation systems to more efficient landscape irrigation systems.	\$0
<input type="checkbox"/> Water meter replacement with traditional water meters.*	\$0
<input type="checkbox"/> Distribution pipe replacement or rehabilitation to reduce water loss and prevent water main breaks.*	\$0
<input type="checkbox"/> Storage tank replacement/rehabilitation to reduce water loss.*	\$0
<input type="checkbox"/> New water efficient landscape irrigation system, where there currently is not one.*	\$0
Total Water Efficiency Cost:	
\$0	

** Indicates a business case may be required for this item.*

There are no Water Efficiency components specified for this project.



Drinking Water Project Profile

WX21141072 - East Logan Water District
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Sustainable Infrastructure - Energy Efficiency:

Energy efficiency is the use of improved technologies and practices to reduce the energy consumption of water projects, use energy in a more efficient way, and/or produce/utilize renewable energy. Examples include:

Component	Cost
<input type="checkbox"/> Renewable energy projects, which are part of a public health project, such as wind, solar, geothermal, and micro-hydroelectric that provides power to a utility.	\$0
<input type="checkbox"/> Utility-owned or publicly-owned renewable energy projects.	\$0
<input type="checkbox"/> Utility energy management planning, including energy assessments, energy audits, optimization studies, and sub-metering of individual processes to determine high energy use areas.	\$0
<input type="checkbox"/> Energy efficient retrofits, upgrades, or new pumping systems and treatment processes (including variable frequency drives (VFDs).*	\$0
<input type="checkbox"/> Pump refurbishment to optimize pump efficiency.*	\$0
<input type="checkbox"/> Projects that result from an energy efficient related assessment.*	\$0
<input type="checkbox"/> Projects that cost effectively eliminate pumps or pumping stations.*	\$0
<input type="checkbox"/> Projects that achieve the remaining increments of energy efficiency in a system that is already very efficient.*	\$0
<input type="checkbox"/> Upgrade of lighting to energy efficient sources.*	\$0
<input type="checkbox"/> Automated and remote control systems (SCADA) that achieve substantial energy savings.*	\$0
Total Energy Efficiency Cost:	\$0

** Indicates a business case may be required for this item.*

There are no Energy Efficiency components specified for this project.

Sustainable Infrastructure - Environmentally Innovative:

Environmentally innovative projects include those that demonstrate new and/or innovative approaches to delivering services or managing water resources in a more sustainable way. Examples include:

Component	Cost
<input type="checkbox"/> Total integrated water resources management planning, or other planning framework where project life cycle costs are minimized, which enables communities to adopt more efficient and cost-effective infrastructure solutions.	\$0
<input type="checkbox"/> Plans to improve water quantity and quality associated with water system technical, financial, and managerial capacity.	\$0
<input type="checkbox"/> Source water protection planning (delineation, monitoring, modeling).	\$0
<input type="checkbox"/> Planning activities to prepare for adaptation to the long-term effects of climate change and/or extreme weather.	\$0
<input type="checkbox"/> Utility sustainability plan consistent with EPA's sustainability policy.	\$0
<input type="checkbox"/> Greenhouse gas inventory or mitigation plan and submission of a GHG inventory to a registry as long as it is being done for an SRF eligible facility.	\$0
<input type="checkbox"/> Construction of US Building Council LEED certified buildings, or renovation of an existing building.	\$0
<input type="checkbox"/> Projects that significantly reduce or eliminate the use of chemicals in water treatment.*	\$0
<input type="checkbox"/> Treatment technologies or approaches that significantly reduce the volume of residuals, minimize the generation of residuals, or lower the amount of chemicals in the residuals.*	\$0
<input type="checkbox"/> Trenchless or low impact construction technology.*	\$0
<input type="checkbox"/> Using recycled materials or re-using materials on-site.*	\$0
<input type="checkbox"/> Educational activities and demonstration projects for water or energy efficiency (such as rain gardens).*	\$0
<input type="checkbox"/> Projects that achieve the goals/objectives of utility asset management plans.*	\$0
Total Environmentally Innovative Cost:	\$0

** Indicates a business case may be required for this item.*

There are no Environmentally Innovative components specified for this project.



Drinking Water Project Profile

WX21141072 - East Logan Water District
System-Wide Waterline Extensions/Additions

Sustainable Infrastructure - Asset Management:

If a category is selected, the applicant must provide proof to substantiate claims. The documents must be submitted to Anshu Singh (Anshu.Singh@ky.gov) for CW projects

Component

Last Rate Adjustment Date: **08-01-2020** [Download Fee Schedule](#)

Rate Adjustment Age: **41 months**

System's monthly water bill, based on 4,000 gallons, as a percentage of MHI: **0.96%**

- The system(s) has an Asset Management Plan (AMP).
- The system(s) involved in this project have specifically allocated funds for the rehabilitation and replacement of aging and deteriorating infrastructure.

Project Status: Approved

Date Approved: 06-02-2021

Date Revised: