

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

|                                           |   |                            |
|-------------------------------------------|---|----------------------------|
| <b>ELECTRONIC APPLICATION OF HYDEN-</b>   | ) |                            |
| <b>LESLIE COUNTY WATER DISTRICT FOR A</b> | ) |                            |
| <b>DECLARATORY ORDER THAT THE</b>         | ) |                            |
| <b>CONSTRUCTION OF THE CUTSHIN WATER</b>  | ) | <b>CASE NO. 2025-00325</b> |
| <b>LINE REPLACEMENT PROJECT – PHASE 1</b> | ) |                            |
| <b>DOES NOT REQUIRE A CERTIFICATE OF</b>  | ) |                            |
| <b>PUBLIC CONVENIENCE AND NECESSITY</b>   | ) |                            |

**VERIFIED APPLICATION FOR DECLARATORY ORDER**

Pursuant to 807 KAR 5:001, Section 19, Hyden-Leslie County Water District (“Hyden-Leslie District” or “the District”) applies to the Public Service Commission (“Commission”) for an order declaring that the proposed water improvements project known as the “Cutshin Water Line Replacement Project – Phase 1,” which involves the replacement of approximately 14,400 linear feet of six-inch water main and the installation of an additional 10,220 linear feet of three-inch water main and which is funded in its entirety through a grant from the Kentucky Division of Abandoned Mine Lines (“KYAML”), does not require a certificate of public convenience and necessity (“Certificate”) as it is part of a water line improvement project as defined in KRS 278.020(1)(a)3 and is also an ordinary extension in the usual course of business. The District requests that a decision on its application be issued no later than **November 24, 2025**.

In support of its Application,<sup>1</sup> the District provides the following:

---

<sup>1</sup> To facilitate the Commission’s initial review of this Application, the District has attached as **Exhibit A** to this Application a “Filings Requirements List” that consists of one page, lists each statutory and regulatory requirement for an application for a declaratory order, identifies the exhibit or paragraph that satisfies the requirement, and contains a hyperlink to that exhibit or paragraph.

## **A. Background**

1. The full name and post office address of the District is: Hyden-Leslie County Water District, 356 Wendover Road, Hyden, Kentucky 41749. Its e-mail address is lj.turner@hlwaternet.
2. The District is not a corporation, limited liability company, or limited partnership. It has no articles of incorporation or partnership agreements.
3. The District is a water district created under the provisions of KRS Chapter 74. The order of Leslie County Court establishing the District is attached to this Application as **Exhibit B**.
4. The District's Board of Commissioners, which manages the District's business and affairs pursuant to KRS 74.070(2), has authorized the filing of this application.
5. Copies of all orders, pleadings and other communications related to this proceeding should be directed to:<sup>2</sup>

L.J. Turner  
General Manager  
356 Wendover Road  
Hyden, Kentucky 41749  
(606) 672-2791  
lj.turner@hlwaternet

Gerald E. Wuetcher  
Stoll Keenon Ogden, PLLC  
300 West Vine Street, Ste 2100  
Lexington, KY 40507-1801  
(859) 231-1317  
Fax: (859) 259-3517  
gerald.wuetcher@skofirm.com

6. The District owns and operates facilities that are used for the production, distribution, and furnishing of water to the public for compensation to the residents of the City of Hyden, Kentucky and the unincorporated areas of Leslie County, Kentucky. Pursuant to

---

<sup>2</sup> On October 3, 2025, pursuant to 807 KAR 5:001, Section 8, the District notified the Commission of its election of the use of electronic filing procedures for this proceeding and requested the establishment of an electronic docket.

KRS 278.015 and KRS 278.040, these facilities are subject to the Commission’s jurisdiction and regulation.

7. As of December 31, 2024, the District provided water service to 3,372 residential customers and 230 commercial customers.<sup>3</sup> For calendar year 2024, it had total water operating revenues of \$2,448,801.<sup>4</sup> As of December 31, 2024, it had a net utility plant of \$21,201,840.<sup>5</sup>

#### **B. Cutshin Water Line Replacement Project – Phase 1**

8. The District proposes to construct the Cutshin Water Line Replacement Project – Phase 1 (“the Project”).

a. The Project involves the construction of approximately 14,400 linear feet of six-inch polyvinylchloride (“PVC”) from mile 10.0 to mile 12.8 of Kentucky Route 699 in Leslie County, Kentucky, to replace a six-inch PVC water main running along the same road. The existing six-inch water main currently serves 33 households. In Case No. 2019-00041, the District identified that water main as infrastructure whose replacement was necessary to reduce the District’s high rate of unaccounted-for water.<sup>6</sup> This water main was poorly installed<sup>7</sup> and has experienced frequent breaks. Since August 2019, the District has recorded at least 38 breaks requiring repairs and reasonably expects breaks to repeatedly occur throughout the water main’s remaining service life. Replacement of the water main rather than frequent repair is more cost-

---

<sup>3</sup> *Annual Report of Hyden-Leslie County Water District to the Public Service Commission of the Commonwealth of Kentucky for Water Operations for the Year ended December 31, 2024* (“Annual Report”) at Ref Page 27.

<sup>4</sup> *Id.* at Ref Page 11.

<sup>5</sup> *Id.* at Ref Page 7.

<sup>6</sup> Response of Hyden-Leslie County Water District to Commission Order of March 12, 2019, Question 4 (filed Apr. 12, 2019 in *Electronic Investigation into Excessive Water Loss by Kentucky’s Jurisdictional Water Utilities*, Case No. 2019-00041 (Ky. PSC initiated Mar. 12, 2019)).

<sup>7</sup> The water main was installed directly on rock. Installing a water line directly on rock significantly increases the likelihood of breaks due to uneven pressure points, pipe movement, and the crushing force of the soil and rock. Without a uniform, soft cushion, the pipe is subject to stresses that can cause it to crack, dent, and ultimately fail.

effective and will avoid significant interruptions in customer service.<sup>8</sup> Upon completion of the proposed water main, the existing water main will be abandoned, and its remaining book value will be written off the District's books.

b. The Project also involves the construction of approximately 10,220 linear feet of three-inch PVC water main along Yeaddiss Road, Right Fork Road, and Pigeonroost Road to extend water service to an additional 37 households. These mains will connect either directly or indirectly to the proposed six-inch water main.

c. The Project also includes the purchase and installation of 77 Kamstrup Flow IQ 2200 Meters - radio-read water meters equipped with built-in acoustic leak detection that will enable the District to detect possible leakages after the meter inside the house and before the meter in the adjacent service connections and distribution mains. A detailed description of this meter is set forth in **Exhibit C** to this Application. The meters will be installed on services connected to the proposed three-inch mains and will replace manually read meters on services located in the area the existing six-inch main presently serves. The installation of these meters will ensure faster identification and repair of leaks and reduce employee time devoted to meter reading.

d. To further facilitate leak detection, two master meters and eight leak detection meters will be purchased and installed at points along the six-inch replacement main and the new three-inch mains to monitor water flows and detect water main breaks and leaks. The

---

<sup>8</sup> A coal severance grant funded the construction of the existing six-inch water main. *See The Application of Hyden-Leslie County Water District for a Certificate of Public Convenience and Necessity to Construct an Improvements Project Pursuant to KRS 278.020*, Case No. 2009-00013 (Ky. PSC filed Jan. 12, 2009), Application, Exhibit A. The District's ratepayers were not assessed rates for water service recovering depreciation expense on the existing six-inch water main until November 2020. *See Electronic Application of Hyden-Leslie County Water District for an Alternative Rate Adjustment*, Case No. 2020-00141 (Ky. PSC Nov. 6, 2020).



installation of this equipment is consistent with the Commission's recommendations to the District in Case No. 2019-00041.<sup>9</sup>

e. Two pressure reducing valves will be installed along the six-inch replacement main to reduce water pressures. These pressure relief valves will reduce existing water pressures in the Cutshin area and increase the longevity of the District's water mains.

9. The plans and specifications for the Project's facilities are attached as **Exhibit D and Exhibit E** to this Application.

10. The Kentucky Division of Water ("KDOW") has reviewed the plans and specifications for the Project's facilities and has approved them with respect to sanitary features of design. A copy of the letter in which KDOW states its approval is attached to this Application as **Exhibit F**.

11. A description of the location and route of the Project's facilities is attached to this Application as **Exhibit G**. Maps depicting these locations and routes are attached to this Application as **Exhibit D** and **Exhibit H**.

12. The Kentucky Department of Highways has issued permits to the District for the excavation of public rights-of-way under its jurisdiction for those Project facilities that will be located within such rights-of-way. These permits are attached to this Application as **Exhibit I**.

13. None of the Project facilities require the acquisition of private easements nor do they involve any stream or creek crossings that would require a permit from the U.S. Army Corps of Engineers. The District has obtained all required permits for the proposed facilities.

---

<sup>9</sup> Case No. 2019-00041, Order of Nov. 22, 2019 at 6-7 (recommending that "water utilities that rely on traditional methods for locating leaks begin installing zone meters to help identify problem areas" and "water utilities that already have zone meters should begin installing bypass meters or dedicated meter pits for use with a portable flowmeter to help isolate leaks into even smaller areas.")

14. Given the Project’s funding source, no engineering report was required for the Project, and none was prepared.

15. In accordance with KRS Chapter 424, the District published in the September 4, 2025 edition of *The Leslie County News* an advertisement for bids for “Cutshin Water Line Replacement Project – Phase 1”. A copy of this advertisement is attached as **Exhibit J**.

16. On September 23, 2025, the District received four responsive bids for the Project. The bid of Jones Contracting, LLC, of Lackey, Kentucky, in the amount of \$1,411,540 was the lowest responsive bid.<sup>10</sup> The certified bid tabulation is attached as **Exhibit K** of this Application.

17. After reviewing all submitted bids, the project engineer recommended that the District award the contract to construct the Project to Jones Contracting, LLC. Its recommendation is attached to this Application as **Exhibit L**.

18. On September 24, 2025, the District’s Board of Commissioners awarded the contract for the Project to Jones Contracting, LLC. The Notice of Award is attached as **Exhibit M** to the Application.

19. The Project’s estimated cost is approximately \$2,550,000. The As-Bid Budget for the Project is attached to this Application as **Exhibit N**.

20. The District will finance the cost of the Project with a grant of \$2,550,000 from KYAML. The Memorandum of Agreement between the District and KYAML regarding this grant is attached to this Application as **Exhibit O**. The District will not use internal funds, issue any evidence of indebtedness, or adjust its rates for water service to fund the Project.

---

<sup>10</sup> A fifth firm submitted also submitted a bid but failed to submit with its bid as required by Article 8.01 and Article 14.02 of the Bid Instructions.

21. The estimated annual cost of operation of the Project facilities is set forth in **Exhibit P** of this Application. The effect of the Project on the District's net revenue is shown at **Exhibit Q** of this Application.

**C. The Project Is A Water Line Extension and Improvement Project  
as defined by KRS 278.020(1)(a)3 and does not require a Certificate of  
Public Convenience and Necessity**

22. KRS 278.020(1)(a)(3) states:

No person, partnership, public or private corporation, or combination thereof shall commence providing utility service to or for the public or begin the construction of any plant, equipment, property, or facility for furnishing to the public any of the services enumerated in KRS 278.010, **except:**

...

3. A water district created under KRS Chapter 74 or a water association formed under KRS Chapter 273 that undertakes a waterline extension or improvement project if the water district or water association is a Class A or B utility as defined in the uniform system of accounts established by the commission according to KRS 278.220 and:

- a. The water line extension or improvement project will not cost more than five hundred thousand dollars (\$500,000); **or**
- b. **The water district or water association will not, as a result of the water line extension or improvement project, incur obligations requiring commission approval as required by KRS 278.300.**

In either case, the water district or water association shall not, as a result of the water line extension or improvement project, increase rates to its customers;

until that person has obtained from the Public Service Commission a certificate that public convenience and necessity require the service or construction [emphasis added].

23. The Project qualifies for the exception set forth in KRS 278.020(1)(a)3 and does not require a Certificate.

a. As it involves the replacement of 14,400 linear feet of poorly performing six-inch PVC water main to reduce water loss and improve the quality of existing water service in the Cutshin area of Leslie County, and as it involves the construction of 10,200 linear feet of three-inch PVC water main to extend water service to 37 households in that area, **the Project is a water main extension and improvement project.**

b. **Hyden-Leslie District is a Class A water district.** The Commission's Uniform System of Accounts defines a Class A water utility as a utility "having annual water operating revenues of \$750,000 or more."<sup>11</sup> The average of the District's annual operating revenues for the last three years for which an annual report has been filed with the Kentucky Public Service Commission is \$2,385,035. **Therefore, the Project is an undertaking of a water district that is a Class A utility.**

c. **Hyden-Leslie District will not incur any obligations requiring Commission approval.** The Project will be financed in its entirety through a KYAML grant of \$2,550,000. It will not borrow any funds to finance the Project's construction. The District's use of such grant funds does not require Commission authorization.<sup>12</sup> Therefore, the District will **not** incur any obligation that, under KRS 278.300, requires Commission approval.

d. **Hyden-Leslie District will not, as a result of the Project, increase its water service rates to its customers.** As noted above, the District will not incur any debt to

---

<sup>11</sup> Uniform System of Accounts for Class A and B Water Districts and Associations at 14 (2002) (found at <http://psc.ky.gov/agencies/psc/forms/uso/0700ab02.pdf>).

<sup>12</sup> *Application of Letcher County Water and Sewer District for a Certificate of Public Convenience and Necessity to Construct a Waterworks Improvements Project Pursuant to KRS 278.020 and 278.300*, Case No. 2008-00227 (Ky. PSC Aug. 20, 2008), Order at 1, fn. 1. *See also Application of Breathitt County Water District for Deviation From Filing a Certification of Public Convenience and Necessity*, Case No. 2018-00355 (Ky. PSC Nov. 29, 2018).

finance the Project. The amount of the KYAML grant is equal to the Project's estimated cost. There will be **no need to increase rates to address any debt service**. As the Project does not include the addition of any pumping facilities, no additional operational or maintenance expenses are expected and no need to increase rates to address such costs will exist. See **Exhibit P**. Moreover, the District expects that annual revenues from the customers added as a result of the Project will offset all but \$19,080.52 of the annual depreciation expense resulting from the Project. See **Exhibit Q**. This increase is less than 0.6 percent of the District's total utility operating expenses for 2024.<sup>13</sup> As the District is currently implementing a three-phased increase in rates that will ultimately increase its annual revenues by \$532,213,<sup>14</sup> the increased depreciation expense is not material and will not require any adjustment in the District's rates for water service.

**D. The Project is an Ordinary Extension in the Usual Course of Business  
and does not require a Certificate of Public Convenience and Necessity**

24. The Project meets the definition of an extension in the ordinary course of business as set forth in 807 KAR 5:001, Section 15(3) and, therefore, under KRS 278.020(1)(a)(2), its construction does not require a Certificate.

25. The legal standard for determining whether a proposed facility is "an ordinary extension in the usual course of business" is set forth in KRS 278.020(1) and 807 KAR 5:001, Section 15(3).<sup>15</sup>

---

<sup>13</sup> *Annual Report* at Ref Page 11.  $0.00596 = \$19,080.52 \text{ (expense exceeding increased customer revenues)} \div \$3,201,180 \text{ (total utility operating expenses)}$ .

<sup>14</sup> *Electronic Application of Hyden-Leslie County Water District For A Rate Adjustment Pursuant To 807 KAR 5:076*, Case No. 2024-00022 (Ky. PSC Aug. 6, 2024).

<sup>15</sup> *The Application of Northern Kentucky Water District (A) For Authority to Issue Parity Revenue Bonds in the Approximate Amount of \$16,545,000; and (B) A Certificate of Convenience and Necessity for the Construction of Water Main Facilities*, Case No. 2000-481 (Ky. PSC Aug. 30, 2001) at 4 ("When viewed together, KRS 278.020(1) and Administrative Regulation 807 KAR 5:001, Section 9(3) clearly identify those facilities for which a Certificate of Public Convenience and Necessity is not required.") (referring to §15(3) prior to revisions in 807 KAR 5:001 that resulted in renumbering).

- a. KRS 278.020(1)(a) states:

No person, partnership, public or private corporation, or combination thereof shall commence providing utility service to or for the public or begin the construction of any plant, equipment, property, or facility for furnishing to the public any of the services enumerated in KRS 278.010, **except:**

. . .

**2. Ordinary extensions of existing systems in the usual course of business;**

. . . .

until that person has obtained from the Public Service Commission a certificate that public convenience and necessity require the service or construction [emphasis added].

- b. 807 KAR 5:001, Section 15(3), provides:

Extensions in the ordinary course of business. No certificate of public convenience and necessity will be required for extensions that do not create wasteful duplication of plant, equipment, property or facilities, or conflict with the existing certificates or service of other utilities operating in the same area and under the jurisdiction of the commission that are in the general area in which the utility renders service or contiguous thereto, and that do not involve sufficient capital outlay to materially affect the existing financial condition of the utility involved, or will not result in increased charges to its customers.

- c. Distilling this statute and this regulation to their essentials, the Commission has declared that a Certificate is not necessary “for facilities that do not result in the wasteful duplication of utility plant, do not compete with the facilities of existing public utilities, and do not involve a sufficient capital outlay to materially affect the existing financial condition of the utility involved or to require an increase in utility rates.”<sup>16</sup>

---

<sup>16</sup> *Id.*

26. “Wasteful duplication” is defined as an “excess of capacity over need” and “an excessive investment in relation to productivity or efficiency.”<sup>17</sup> A proposed facility does not constitute wasteful duplication unless an “existing facility is reasonably available for the present and future needs of those who will be served by it.”<sup>18</sup>

27. The Project facilities will not result in wasteful duplication. The three-inch mains are needed to extend water service to an area that lacks potable water. As to the six-inch replacement mains, replacement of the existing six-inch main is necessary to avoid excessive water main breaks caused by defective materials and poor installation, is the most cost-effective alternative to address the existing main’s condition, and is the best alternative to ensure service reliability and avoid service disruptions.

28. The Project facilities will not compete with the facilities of any other water supplier in the area. The District is the only water utility serving the Cutshin area.

29. The Commission has consistently held that a capital outlay does not materially affect a utility’s existing financial condition or result in increased charges if the source of the capital does not require the utility to issue securities or evidences of indebtedness or create any other legal obligation on the utility’s part to repay or reimburse the source of that capital.

a. In Case No. 2014-00368,<sup>19</sup> a small gas utility proposed constructing a \$200,000 pipeline to serve an industrial customer. Despite the relative size of the capital expenditure involved – the proposed project was equivalent to approximately 55 percent of the utility’s total gas plant in service and “represented a significant increase in the monetary value of [the utility’s] . . . system,” the project was held to be in the ordinary extension in the usual course

---

<sup>17</sup> *Kentucky Utilities Co. v. Pub. Serv. Comm’n*, 252 S.W.2d. 885, 890 (Ky. 1952).

<sup>18</sup> *Covington v. Board of Commissioners*, 371 S.W.2d 20, 23 (Ky. 1963).

<sup>19</sup> *Valley Gas, Inc. Request for Approval of a Special Contract With Mago Construction Company and a Deviation from the Gas Cost Adjustment Clause*, Case No. 2014-00368 (Ky. PSC Oct. 28, 2014).

because it did not involve sufficient capital to materially affect the utility's financial condition.<sup>20</sup>

The critical factor was the industrial customer's assumption of the entire cost of the project and the lack of any financial impact on the rates of the utility's existing customers or the utility's financial condition.<sup>21</sup>

b. In Case No. 2017-00195,<sup>22</sup> an electric and gas utility applied for a certificate to relocate and construct a 6,000 foot, 138-kilovolt electric transmission line on a landfill's property. The landfill's owner had requested the relocation to permit the landfill's expansion. To accommodate the owner, the utility also planned to relocate a gas transmission line but did not request a certificate for the relocation. The landfill owner would fund the total cost of \$3,865,000 of the gas transmission line relocation, except for \$520,000 that the utility would incur to increase the diameter of the relocated line. The Commission found the relocation of the gas transmission pipeline was properly classified as an ordinary extension of an existing system in the usual course of business because the landfill owner was bearing most of the cost of the relocation.<sup>23</sup>

---

<sup>20</sup> *Id.* at 4-5.

<sup>21</sup> See *The Filing of A Special Contract By Natural Energy Utility Corporation*, Case No. 2018-00164 (Ky. PSC Sept. 6, 2018). In this case, a different gas utility's construction of a pipeline intended to serve a single industrial customer and financed entirely by that customer was also deemed in the ordinary course. Interpreting the "capital outlay" in terms of expenditures from the utility's funds and emphasized the ratemaking implications of using non-utility funds, the Commission found that "the proposed project will not materially affect the utility's existing financial condition and will not require an adjustment of its rates." *Id.* at 5.

<sup>22</sup> *Electronic Application of Louisville Gas and Electric Company for a Certificate of Public Convenience and Necessity for the Construction of an Electric Transmission Line*, Case No. 2017-00195 (Ky. PSC Aug. 31, 2017).

<sup>23</sup> *Id.* at 6 ("Waste Management will fund all but \$500,000 of the relocation and construction costs. Therefore, the total capital investment in this project will not materially affect the financial condition of LG&E or result in increased charges to customers.")



c. In Cases No. 2019-00067<sup>24</sup> and No. 2020-00344<sup>25</sup>, a water district incurred large and significant capital outlays, totaling over \$16 million,<sup>26</sup> to upgrade and improve the water treatment and distribution systems at the Fort Knox Military Installation. The water district was serving the military installation under a special contract that provided for a surcharge to finance the proposed improvements. No funds other than those already provided by the Federal Government under the special contract were to be used for the capital improvements. The Commission in each case found that the construction did not require a certificate, holding that the proposed construction was consistent with its prior holdings that “extensions necessary to serve a large, sophisticated customer and **wholly funded by that customer** pursuant to an agreement with that customer do not require a CPCN [certificate of public convenience and necessity], in part, because **they will not affect the financial condition of the utility** and will not result in an increase in charges to other customers.”<sup>27</sup>

d. In Case No. 2022-00284, a water district proposed constructing wastewater system improvements, which cost approximately \$1.75 million and represented a 14.6 percent increase in its net utility plant, to meet the increased demands for wastewater collection and treatment services resulting from a new manufacturing facility. The water district proposed to finance the entire cost of the proposed improvements with grants from the Economic Development Administration and the Appalachian Regional Commission (“ARC”). The Commission found that “the proposed project will not require incurring debt, because the grants will pay for the project at

---

<sup>24</sup> *Application of Hardin County Water District No. 1 for a Declaratory Order That Proposed Waterworks Improvements to Maintain Adequate and Reliable Water Service to the Fort Knox Military Installation Do Not Require a Certificate of Public Convenience and Necessity*, Case No. 2019-00067 (Ky. PSC May 30, 2019).

<sup>25</sup> *Electronic Application of Hardin County Water District No. 1 for a Declaratory Order Regarding the Applicability of KRS 278.020(1) to Proposed Improvements to Muldraugh Water Treatment Plant*, Case No. 2020-00344 (Ky. PSC Dec. 3, 2020).

<sup>26</sup> The cost of the proposed improvements was equal to approximately 30.5 percent of Hardin County Water District No. 1’s net water utility plant.

<sup>27</sup> Case No. 2020-00344, Order of Dec. 3, 2020 at 9 (emphasis added).

issue herein in full, and therefore, **it will have no material effect on the financial condition of the utility.**<sup>28</sup>

e. Consistent with these decisions, the Commission Staff in PSC Staff Opinion No. 2020-007<sup>29</sup> opined that a water district’s construction of a water storage tank at a cost of \$648,391, which was entirely funded through an ARC grant, was an ordinary extension in the usual course of business. It reasoned that the project would have no material effect on the water district’s finances or rates because it “was **funded entirely by a grant**, and . . . no loan or debt service is associated with the project.”<sup>30</sup> Commission Staff expressed the same position in several earlier opinions.<sup>31</sup>

30. The capital outlay for the Project will not materially affect the District’s financial condition. The District will not use any of its funds to finance this capital outlay. Grant funds cover the entire project cost. The District will incur no debt or have any obligation to repay the grant monies. Construction of the proposed water distribution facilities will not result in increased charges for its customers.<sup>32</sup>

---

<sup>28</sup> *Electronic Application of McCreary County Water District for a Declaratory Order, or In The Alternative, for a Certificate of Public Convenience and Necessity for Certain Economic Development Wastewater Improvements*, Case No. 2022-00284 (Ky. PSC Oct. 12, 2022) at 9 (emphasis added).

<sup>29</sup> Letter from J.E.B. Pinney, Acting General Counsel, Public Service Commission, to Steven P. Bailey, legal counsel, Southern Water and Sewer District, subj: Request for Staff Advisory Opinion Regarding Replacement of Mink Branch Water Tank (Feb. 17, 2020).

<sup>30</sup> *Id.* at 2 (emphasis added).

<sup>31</sup> See PSC Staff Opinion 2016-005 (Feb. 25, 2016) (opining that water main extension project costing \$2,040,062 and funded totally with Abandoned Mine Lands grant would not involve a capital outlay that would materially affect utility’s financial condition or require an increase in its rates); PSC Staff Opinion 2012-019 (Sept. 11, 2012) (opining that construction of a natural gas main extension funded by the Kentucky Department of Education and a local school board would not material affect utility’s financial condition and not impact customer rates and did not require a certificate of public convenience and necessity); Letter from Beth O’Donnell, Executive Director, Public Service Commission, to Chris A. Stewart, HMB Professional Engineers, Inc., subj: Jessamine County Water District No. 1 Baker Lane Water Line Upgrade (Oct. 15, 2007) (opining that “as the funds for the proposed construction will come from outside sources and will not require the issuance of additional debt or any increased charges to customers, the proposed construction does not appear to materially affect . . . [utility’s] existing financial condition”).

<sup>32</sup> See Paragraph 23d; Exhibit Q.

31. While the Project's cost is equal to approximately 11.79 percent of the District's existing net utility plant, the Project's size in relation to the District's existing net utility plant is not determinative of whether it is in an extension in the ordinary course. The Commission has rejected the use of a project's percentage of a utility's net utility plant as the controlling criteria for such determinations<sup>33</sup> and has found projects that are larger in terms of their cost to existing net utility plant to be ordinary extensions in the usual course of business.<sup>34</sup>

32. Construction of the Project meets the definition of an ordinary extension in the usual course of business as set forth in 807 KAR 5:001, Section 15(3). It will not result in the wasteful duplication of utility plant, will not result in the construction of facilities competing with the facilities of existing public utilities, and does not involve a sufficient capital outlay to materially affect Hyden-Leslie District's existing financial condition or to require an increase in the District's rates.

### **E. Requested Relief**

WHEREFORE, Hyden-Leslie County Water District requests that the Commission:

1. Place this Application at the head of its docket and enter a decision on this Application by **November 24, 2025**;
2. Enter an Order declaring that the Project does not require a certificate of public convenience and necessity as it is (a) a water main extension or improvement project exempted

---

<sup>33</sup> *Electronic Application of Kentucky-American Water Company for An Adjustment of Rates*, Case No. 2018-00358 (Ky. PSC June 27, 2019), Order at 51 ("While we have, on occasion, considered the percentage of the utility's net utility plant in CPCN determinations, each determination is fact specific, takes into account all of the facts, and does not rely on a single bright-line test.").

<sup>34</sup> See, e.g., *Electronic Application of Crittenden-Livingston County Water District for a Declaratory Order or, in the Alternative, for a Certificate of Public Convenience and Necessity*, Case No. 2024-00386 (Ky. PSC Mar. 4, 2025) (proposed project cost is equal to 11.87 percent of existing net utility plant); *Electronic Application of North Nelson Water District for a Declaratory Order*, Case No. 2024-347 (Ky. PSC Jan. 28, 2025) (proposed project cost is equal to 140 percent of existing net utility plant); *McCreary County Water District*, Case No. 2022-00284 (Ky. PSC Oct. 12, 2022) (proposed project cost is equal to 14.6 percent of existing net utility plant); *Valley Gas, Inc.*, Case No. 2014-00368 (Ky. PSC Oct. 28, 2014) (proposed project cost is equal to 55 percent of existing net utility plant).

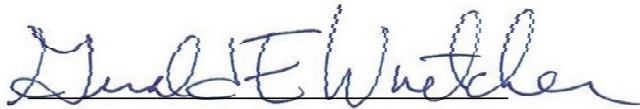
from the requirement for a certificate pursuant to KRS 278.020(1)(a)3 or (b) an ordinary extension in the usual course of business or (c) both;

3. Grant the requested relief without holding an evidentiary hearing in this matter;  
and,

4. Grant any and all such other relief to which the District may be entitled.

Dated: October 21, 2025

Respectfully submitted,

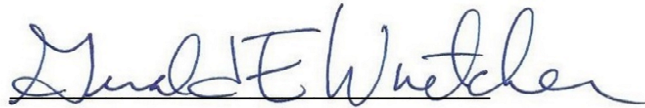


Gerald E. Wuetcher  
Stoll Keenon Ogden PLLC  
300 West Vine Street, Suite 2100  
Lexington, Kentucky 40507-1801  
Telephone: (859) 231-3017  
Fax: (859) 259-3517  
gerald.wuetcher@skofirm.com

*Counsel for Hyden-Leslie County Water District*

### **CERTIFICATE OF SERVICE**

In accordance with 807 KAR 5:001, Section 8 and the Public Service Commission's Order of July 22, 2021 in Case No. 2020-00085, I certify that this document was electronically transmitted to the Public Service Commission on October 21, 2025 and that there are currently no parties that the Public Service Commission has excused from participation by electronic means in this proceeding.



Gerald E. Wuetcher

## VERIFICATION

COMMONWEALTH OF KENTUCKY )  
 ) SS:  
COUNTY OF LESLIE )

The undersigned, L.J. Turner, being duly sworn, deposes and states that he is the General Manager of Hyden-Leslie County Water District and that he has personal knowledge of the matters set forth in this Application, and that the statements contained in this Application are true and correct to the best of his information, knowledge, and belief.



L.J. Turner  
General Manager  
Hyden-Leslie County Water District

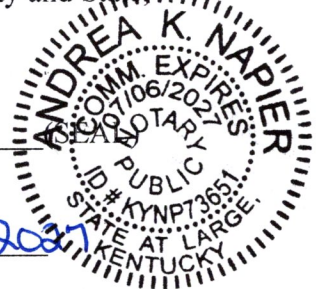
Subscribed and sworn to before me, a Notary Public in and before said County and State,  
this day 21<sup>st</sup> of October 2025.

Andrea Kopier

Notary Public

My commission expires: 7-6-2025

Notary ID: 73651



## TABLE OF EXHIBITS

| Exhibit | Description                                                                                                                                                                                                |
|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A       | Filing Requirements for Application for Declaratory Order                                                                                                                                                  |
| B       | Order of Leslie County Court Establishing Hyden-Leslie County Water District (Feb. 15, 1964)                                                                                                               |
| C       | Data Sheet for Kamstrap FlowIQ 2200                                                                                                                                                                        |
| D       | Project Plans (Filed Separately)                                                                                                                                                                           |
| E       | Project Specifications (Filed Separately)                                                                                                                                                                  |
| F       | Letter from Terry Humphries, P.E., Water Infrastructure Branch, Kentucky Division of Water, to L.J. Turner, Hyden-Leslie County Water District, subj: Cutshin Waterline Replacement Phase 1 (May 29, 2025) |
| G       | Description of Project Location and Route                                                                                                                                                                  |
| H       | Map of Project Route                                                                                                                                                                                       |
| I       | Department of Highways Encroachment Permit                                                                                                                                                                 |
| J       | Advertisement for Bids                                                                                                                                                                                     |
| K       | Certified Bid Tabulation                                                                                                                                                                                   |
| L       | Project Engineer's Recommendation for Project Award                                                                                                                                                        |
| M       | Notice of Award                                                                                                                                                                                            |
| N       | As-Bid Project Budget                                                                                                                                                                                      |
| O       | Memorandum of Agreement between KYAML and Hyden-Leslie County Water District                                                                                                                               |
| P       | Estimated Annual Cost of Operation of Project Facilities                                                                                                                                                   |
| Q       | Estimated Effect of Project on the District's Net Revenue                                                                                                                                                  |

# **EXHIBIT A**

## FILING REQUIREMENTS

### FILING REQUIREMENTS FOR AN APPLICATION FOR A DECLARATORY ORDER

| Source Authority          | Requirement                                                                                                                                                                                                                           | Location                                |
|---------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 807 KAR 5:001, § 14(1)    | Applicant's name, mailing address and e-mail address                                                                                                                                                                                  | Page 2, Para 1                          |
| 807 KAR 5:001, § 14(1)    | Statutory Reference – 807 KAR 5:001, §19                                                                                                                                                                                              | Page 1                                  |
| 807 KAR 5:001, § 4(3)     | Signature of Applicant's Attorney                                                                                                                                                                                                     | Page 16                                 |
| 807 KAR 5:001, § 4(3)     | Name, Address, Telephone Number, Fax Number, and e-mail address of Applicant's Attorney                                                                                                                                               | Page 2, Para 5                          |
| 807 KAR 5:001, § 14(2)    | If Applicant is corporation: State and date of incorporation, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky                                              | Page 2, Para 2<br><b>Not Applicable</b> |
| 807 KAR 5:001, § 14(3)    | If Applicant is a limited liability company: State and date of organization, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky                               | Page 2, Para 2<br><b>Not Applicable</b> |
| 807 KAR 5:001, § 14(4)    | If the Applicant is a limited partnership: a certified copy of limited partnership agreement and all amendments or statement identifying prior Commission proceedings in which limited partnership agreement and all amendments filed | Page 2, Para 2<br><b>Not Applicable</b> |
| 807 KAR 5:001, § 19(2)(a) | An Application for declaratory order shall be in writing                                                                                                                                                                              | Pages 1-16                              |
| 807 KAR 5:001, § 19(2)(b) | Contain a complete, accurate, and concise statement of the facts upon which the application is based                                                                                                                                  | Pages 3-7, Para 8-21                    |
| 807 KAR 5:001, § 19(2)(c) | Fully disclose the Applicant's Interest                                                                                                                                                                                               | Pages 3-7, Para 8-21                    |
| 807 KAR 5:001, § 19(2)(d) | Identify all statutes, administrative regulations, and orders to which the Application relates                                                                                                                                        | Pages 7-15, Para 22-32                  |
| 807 KAR 5:001, § 19(2)(e) | States the Applicant's proposed resolution or conclusion                                                                                                                                                                              | Pages 15-16                             |



# **EXHIBIT B**

Filed in my office this 15th day of February 1964.

Earl Fields  
Clerk, Leslie County Court

LESLIE COUNTY COURT

PETITION OF JEAN V. ASHER, et al

ORDER ESTABLISHING AND CREATING WATER  
DISTRICT WITH POWER TO ACQUIRE AND  
DEVELOP WATER FACILITIES, TO BE KNOWN  
AS THE HYDEN-LESLIE COUNTY WATER DISTRICT.

WHEREAS, there has heretofore been filed a Petition by the above named Petitioner and other freeholders and residents of Leslie County, Kentucky, for the creation of a water district with power to acquire and develop water facilities, and asking that same be known as THE HYDEN-LESLIE COUNTY WATER DISTRICT, pursuant to Chapter 74 of the Kentucky Revised Statutes, and

WHEREAS, a Notice of the filing of such Petition was duly published (three times) in compliance with all legal requirements, as set out in Affidavit of Publication attached to the Order entered herein on November 30, 1963, and said affidavit having been filed January 4, 1964,

WHEREAS, a period of thirty days expires on January 18, 1964, after the third publication of such Notice on December 19, 1963, during which time all residents of the proposed district had an opportunity to file objections, and

WHEREAS, the Court within the ten day period expiring on January 28, 1964, following the expiration of said thirty day period, by order entered on January 28, 1964, set the matter for hearing on the 15 day of February, 1964, at 9:30 A.M., E.S.T., and

WHEREAS, notice of such hearing was duly published one time on February 6, 1964, which was at least seven days prior to the date of this hearing, in compliance with all legal requirements, f as set out in Affidavit of Publication attached

to the Order and which is hereby approved, and

WHEREAS, the Court has found and does hereby find that the establishment of such water district with power to acquire and develop water facilities, is reasonably necessary for the public health, convenience, fire protection, safety and comfort of the residents within the area described in the Petition as being the area sought to be established as said Water District, and

WHEREAS, the Court has determined and does hereby determine, that such Petition was signed by at least seventy-five (75) residents freeholders of the proposed district, as required by law,

NOW, THEREFORE, it is hereby ordered that there be and there is hereby established a water district with power to acquire and develop water facilities, which shall be designated by the name of "THE HYDEN-LESLIE COUNTY WATER DISTRICT". It is further ordered that the boundaries of said District shall be and are all of the territory included in Leslie County, Kentucky, which is to say that this Water District shall include and be composed of all of the area within the so fines of Leslie County, Kentucky.

Entered this 15 day of February, 1964.

George Wooton  
Judge, Leslie County Court

CERTIFICATE OF COUNTY CLERK

I, Earl Fields, hereby certify that I am the duly qualified and acting County Clerk of Leslie County, Kentucky, and that the foregoing is a true and correct copy of the Order Establishing and creating Water District with Power to acquire and Develop Water Facilities, to be known as THE HYDEN-LESLIE COUNTY WATER

DISTRICT, as entered by the County Court of Leslie County on  
February 15, 1964.

IN TESTIMONY WHEREOF, WITNESS MY SIGNATURE AND SEAL on  
this 15 day of February, 1964.

Earl Fields  
Leslie County Clerk

STATE OF KENTUCKY )

) SCT.

LESLIE COUNTY )

I, Earl Fields, Clerk of the County Court for the County and  
State aforesaid, do certify that the foregoing Instrument is a  
true and correct copy as appears and remains on file in my office.

Witness my hand this 1st day of May 1967.

Earl Fields  
Clerk Leslie County

By Melba Fay Sizemore  
Deputy Clerk

# **EXHIBIT C**

## Data sheet

### flowIQ® 2200

- » RF
- » Encoded
- » Cellular

- Multiple radio options available
- Ultrasonic measurement
- Sustainable measurement accuracy
- Temperature measurement
- IP68 Vacuum sealed construction
- Lead free and certified to NSF/ANSI 61
- Flow measurement in display
- Acoustic leak detection in service and distribution lines



## Contents

---

|                                               |    |
|-----------------------------------------------|----|
| Technical data                                | 4  |
| Material                                      | 5  |
| Meter sizes                                   | 5  |
| Meter face details                            | 6  |
| Core features                                 | 8  |
| Meter modes                                   | 8  |
| Display and info codes                        | 9  |
| Data registers                                | 10 |
| Integrated communication                      | 11 |
| State of the art meter reading system (READy) | 11 |
| Pressure loss                                 | 12 |
| Ordering details                              | 13 |
| Configuration - flowIQ® 2200                  | 14 |
| Dimensional sketches – flowIQ® 2200           | 16 |
| Dimensions                                    | 18 |
| Accessories                                   | 19 |

## Electronic ultrasonic cold-water meter for measurement of cold-water consumption in households, multi-unit buildings and industry

---

### Sustainable accuracy

Ultrasonic flow measurement guarantees sustainable accuracy and longevity. Ultrasonic flow measurement is based on the transit time method, and all measurements, references, readings, calculations and data communication are controlled by an advanced, specially designed electronic circuit. Thus, the meter includes no moving parts, which makes flowIQ® 2200 less sensitive to wear and tear and impurities in the water.

### Construction

The meter is hermetically closed and vacuum-sealed to prevent humidity from reaching the electronics and avoid condensation between the glass and display. The meter is IP68 (submersible) type tested and suitable for installation in meter pits.

### Installation

flowIQ® 2200 is easy to install in all operating environments, horizontally as well as vertically, independent of piping and installation conditions. Consumption data can be read visually from the display, using an optical eye, and remotely read by various integrated communication protocols.

### Specific features

flowIQ® 2200 measures the water and environment temperatures and it includes acoustic leak detection, securing that water loss is discovered quickly.

The unique combination of all the flowIQ® 2200 features reduce current operating costs to measure water usage and minimizes unexpected expenses in connection with possible leakage.

### Environmentally friendly

The meter has been approved according to Drinking Water Standards and is certified to NSF/ANSI 61. The meter housing and measuring part are made of the high-performance thermoplastic material polyphenylene sulfide (PPS) with 40% fiberglass, which is free from lead and other heavy metals. The environmental report, Carbon Footprint, documents the meter's high reusability and low environmental impact, including recycling of materials.

### Hygiene

To protect the health of the consumers Kamstrup has a hygienic manufacturing process of the water meters.

Kamstrup also has a highly automated manufacturing process and only uses materials approved for drinking water. Furthermore, the products get disinfected before dispatch. The hygiene is being controlled by external accredited laboratories and by frequent audits.

### General description

flowIQ® 2200 is a hermetically sealed water meter intended for measurement of cold and \*reclaimed water consumption in residential and multi-unit buildings.

flowIQ® 2200 employs the ultrasonic measurement principle, based on Kamstrup's experience since 1991, with the initial development and production of static ultrasonic meters.

flowIQ® 2200 is available in an Encoded Output version with 2 x A-cell battery supply and a RF and Cellular version with 1 x D-cell battery supply.

One of flowIQ® 2200's many advantages is the fact that it has no wearing parts, which ensures a high and stable accuracy throughout its lifetime. flowIQ® 2200 complies with all the AWWA C715-18 guideline for Ultrasonic Water Meters.

flowIQ® 2200 measures the water consumption electronically, as a volume, using a pair of ultrasonic signals. Through two ultrasonic transducers, an ultrasonic signal is sent with and against the flow direction. A transducer serves both as a 'speaker' when transmitting and as a 'microphone' when a signal is received. The ultrasonic signal traveling with the flow will be the first to reach the opposite transducer, while the signal running against the flow will be received a little later.

The time difference between the two signals can be converted into flow velocity, and thereby also into a volume. The measuring principle is a proven, long-term stable and accurate measuring principle.

In addition to volume reading, an indication of current flow and several other information codes are displayed. All registers are saved daily in the meter data logger (EEPROM) and are kept for 460 days. Furthermore, monthly data for the latest 36 months (3 years), hourly data for the latest 100 days (about 3 and a half months) and 50 info code events are saved.

flowIQ® 2200 is powered by an internal lithium battery which can provide up to 20 years operating life.

flowIQ® 2200 is available with a choice of integrated data communication options:

- 912.5, 915 or 918.5 MHz - RF
- 450-470 MHz - RF
- Cellular
- Encoded Output

The meter is fitted with an optical eye which makes it possible to read saved consumption data and info codes, stored in the meter's data logger. Using an optical reading head, it is also possible to change the meter configuration, e.g. data packages.

flowIQ® 2200 can and must only be opened by Kamstrup A/S. If the meter has been opened and the sealing has been broken, the meter is no longer valid for billing purposes and the warranty is void.

\* For information concerning reclaimed water we refer to document no.: FILE100003532



flowIQ® 2200

## Technical data

### Electrical data

Battery (flowIQ® 2200 RF and Cellular)

1 x D-Cell battery, 3.6V, 19Ah. The battery warranty does not apply at meter temperatures above  $t_{BAT} > 95^{\circ}\text{F} / 35^{\circ}\text{C}$ 

Battery (flowIQ® 2200 EO)

2 x A-Cell battery, 3.6V, 3.6Ah. The battery warranty does not apply at meter temperatures above  $t_{BAT} > 95^{\circ}\text{F} / 35^{\circ}\text{C}$ 

### Mechanical data

Protection class

IP68-rated (waterproof/submersible)

Mechanical environment

Class M1 (Measuring Instruments Directive classification)

Ambient/meter temperature

- flowIQ® 2200, composite

35... 130 °F / 1.5... 55 °C

- flowIQ® 2200, metal

35... 130 °F / 1.5... 55 °C

Water temperature

- flowIQ® 2200, composite

33... 120 °F / 0.5... 50 °C

- flowIQ® 2200, metal

33... 120 °F / 0.5... 50 °C

Storage temp. empty sensor

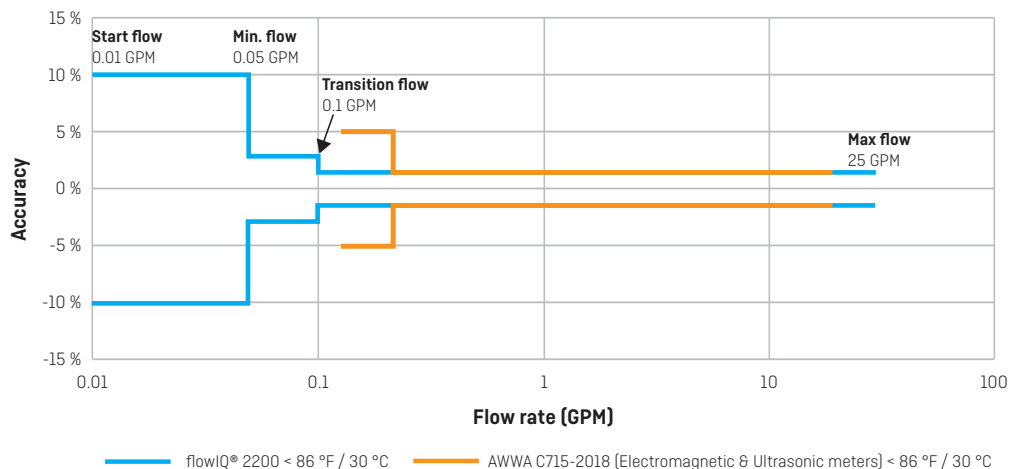
-10... 140 °F / -20... 60 °C

Maximum operating pressure

250 PSI (17 bar)

### Accuracy

#### Accuracy limits for 5/8" meters



Note: At flows between 'Start flow' and 'Maximum flow' measurement occurs – however the accuracy is only guaranteed in the range from minimum flow to maximum flow

### Approved meter data

Certified to NSF/ANSI 61

Complies to part 15 of the FCC rules, ISED, IFT and with AWWA C715-18

## Material

### Wetted parts (composite model)

Meter housing and flow part Polyphenylene sulfide (PPS) with fiberglass [40 %] reinforcement, PSU, extenders made from PA12  
 Reflectors Stainless steel 316

### Wetted parts (2-part body)

Flow part, threaded Stainless Steel 316L  
 O-ring/gasket EPDM  
 Measuring tube PPS with fiberglass  
 Reflectors Stainless steel

### External meter parts

Top ring (sealing) Polycarbonate (gray)

## Meter sizes

flowIQ® 2200 is available in the sizes shown in table below:

XX = Communication module Y = Battery supply ZZ = Country code

| Type number        | Meter size | Start flow <sup>1)</sup> (S) | Min. flow <sup>1)</sup> | Transition flow | Max flow         | Sat. flow rate   | Pressure loss SMOC | Connection on meter | Lay length        | Strainer | Temp. measurement of water |
|--------------------|------------|------------------------------|-------------------------|-----------------|------------------|------------------|--------------------|---------------------|-------------------|----------|----------------------------|
|                    | Inches     | [GPM]/<br>[L/h]              | [GPM]/<br>[L/h]         | [GPM]/<br>[L/h] | [GPM]/<br>[m³/h] | [GPM]/<br>[m³/h] | [PSI]/<br>[bar]    | NPSM thread         | [Inches]<br>/[mm] |          |                            |
| 02-K-XX-Y-1-8A-8ZZ | ½" x ½"    | 0.01/<br>2.27                | 0.05/<br>11.4           | 0.1/<br>22.7    | 25/<br>5.68      | 35/<br>7.95      | 6.2/<br>0.43       | ¾"                  | 7½"/<br>190       | Yes      | Yes                        |
| 02-K-XX-Y-1-8B-8ZZ | ½" x ¾"    | 0.01/<br>2.27                | 0.05/<br>11.4           | 0.1/<br>22.7    | 25/<br>5.68      | 35/<br>7.95      | 7.7/<br>0.53       | 1"                  | 7½"/<br>190       | Yes      | Yes                        |
| 02-K-XX-Y-1-8R-8ZZ | ½" x ¾"    | 0.01/<br>2.27                | 0.05/<br>11.4           | 0.1/<br>22.7    | 25/<br>5.68      | 35/<br>7.95      | 7.7/<br>0.53       | 1"                  | 5.1"/<br>130      | Yes      | Yes                        |
| 02-K-XX-Y-1-8C-8ZZ | ¾"         | 0.015/<br>3.4                | 0.05/<br>11.4           | 0.1/<br>22.7    | 32/<br>7.27      | 45/<br>10.22     | 9.0/<br>0.62       | 1"                  | 7½" or 9"/<br>229 | Yes      | Yes                        |
| 02-L-XX-Y-1-8B-8ZZ | ½" x ¾"    | 0.015/<br>3.4                | 0.10/<br>22.8           | 0.15/<br>34.1   | 25/<br>5.68      | 35/<br>7.95      | 3.8/<br>0.26       | 1"                  | 7½"/<br>190       | No       | Yes                        |
| 02-L-XX-Y-1-8N-8ZZ | ¾"         | 0.025/<br>5.68               | 0.10/<br>22.8           | 0.15/<br>34.1   | 35/<br>7.95      | 49/<br>11.13     | 3.9/<br>0.27       | 1"                  | 7½"/<br>190       | No       | Yes                        |
| 02-L-XX-Y-1-8L-8ZZ | ¾"         | 0.03/<br>6.8                 | 0.10/<br>22.8           | 0.15/<br>34.1   | 35/<br>7.95      | 49/<br>11.13     | 3.9/<br>0.27       | 1"                  | 9"/<br>229        | No       | Yes                        |
| 02-L-XX-Y-1-8D-8ZZ | 1"         | 0.04/<br>9.1                 | 0.25/<br>56.8           | 0.4/<br>90.8    | 55/<br>12.49     | 77/<br>17.49     | 3.1/<br>0.21       | 1½"                 | 10¾"/<br>273      | No       | Yes                        |

**Note!** 02-K-02-D-1-8C-8UB can be ordered with a 1½" extension and washer (installed by the customer) to fit 7½" or 9" lay lengths

**Note!** Flow specifications only apply at temperatures below 86 °F / 30 °C

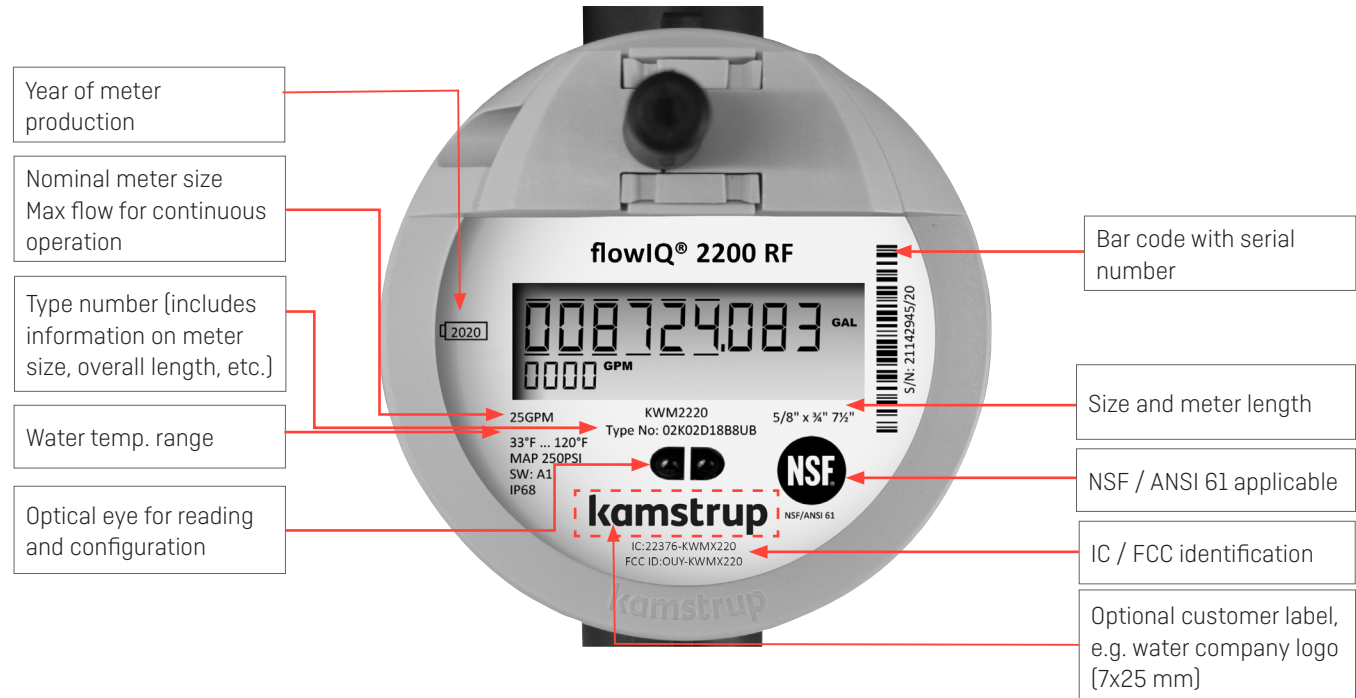
<sup>1)</sup> At flows between 'Start flow' and 'Maximum flow' measurement occurs – however the accuracy is only guaranteed in the range from minimum flow to maximum flow

flowIQ® 2200

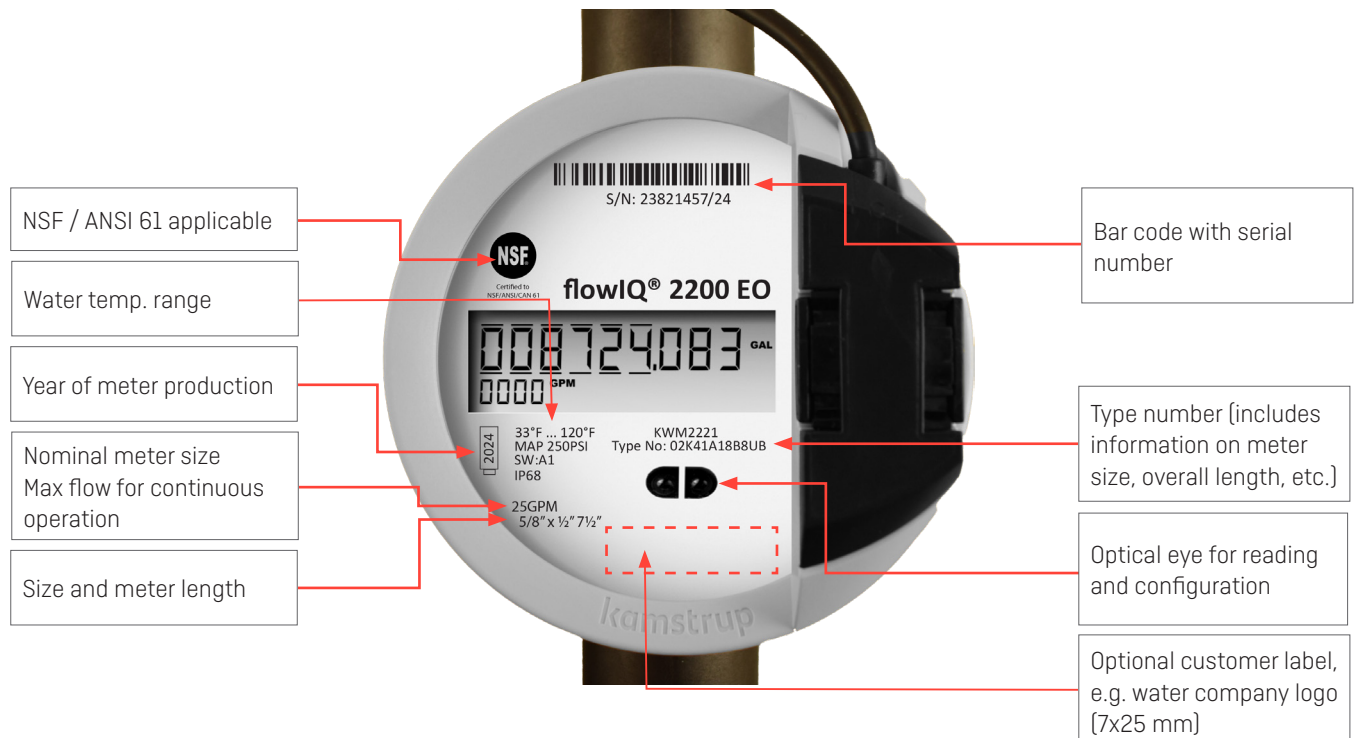
## Meter face details

Meter information in permanent laser engraved text

### RF top label

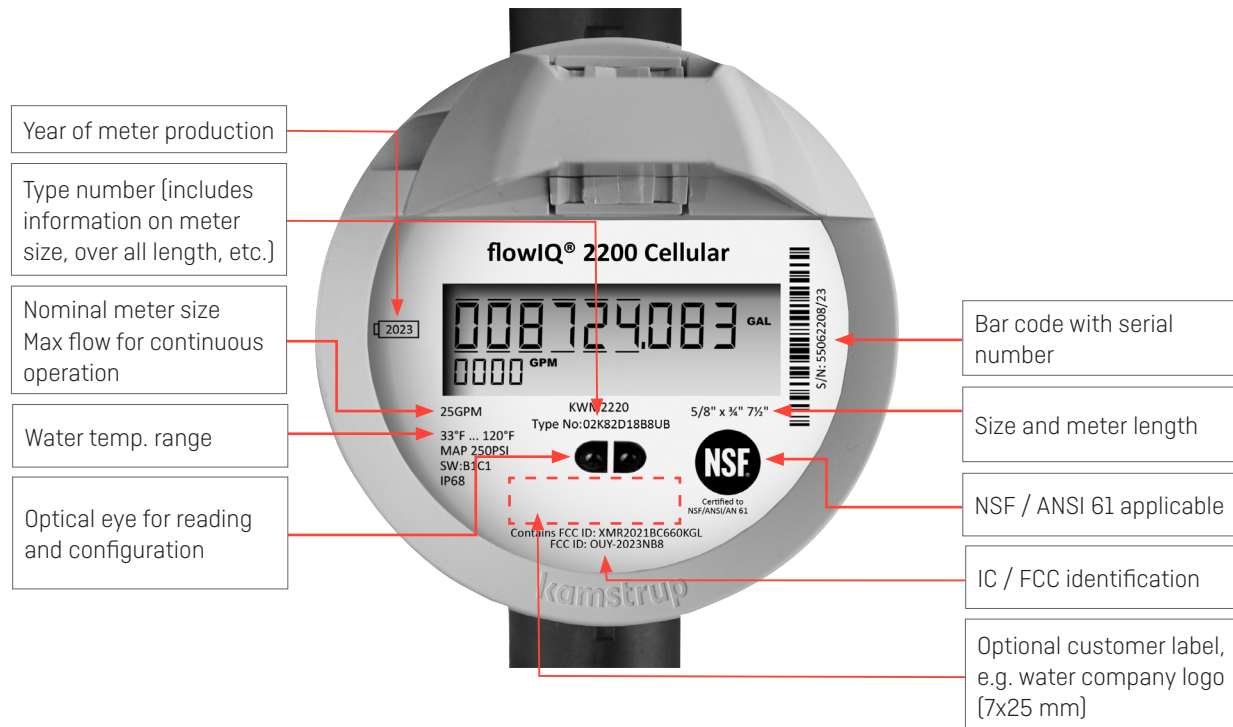


### Encoded top label



## Meter face details

### Cellular top label



## Core features

---

Water meters placed throughout the network make it possible to gather information that can be of vital importance for an effective water supply, asset management and improved customer service.

### Acoustic leakage detection

flowIQ® 2200 water meter introduces integrated acoustic leak detection that allows you to monitor your service connections for possible leaks. Like a fine-meshed network of noise-loggers, all your meters monitor the noise in the distribution lines and service connections to detect possible leaks – 24/7.

### Temperature monitoring

flowIQ® 2200 measures water and ambient temperatures respectively. Information on temperatures above or below the configured temperature in the meter will warn the utility of potential frost damage or quality issues. These measurements can be used to monitor the installation and will indicate the water's quality.

### Current flow display

Besides the consumed volume, flowIQ® 2200 also shows the current flow in the display. The flow display has been designed with user experience in mind, where it can be advantageous, for example during installation, to be able to see the current consumption. In this context, it is important to stress that the metrological approval of the water meter is related to the volume reading only. Due to the meter's update time, the flow display, in case of rapidly increasing/decreasing flow, may turn out to be slower than the real flow and not a one-to-one correlation between the flow display and the volume growth. In general, one would expect the flow display to stabilize after about half a minute of constant flow and thereafter to be consistent with volume growth.

### Consumption above max flow

The meter logs information on consumption above max flow. This information can be used to indicate if the meter size for a given installation is correct.

### Consumption histogram

The meter tracks consumptions in different flow intervals for further analysis of the consumption patterns for the specific installation.

## Meter modes

---

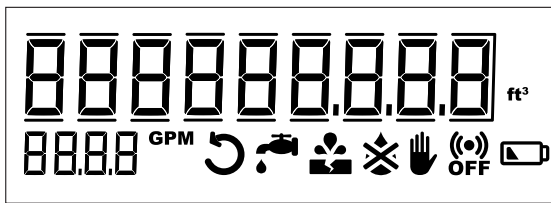
flowIQ® 2200 can operate in two modes, Normal and Verification mode.

Verification mode is only used by authorized laboratories during verification.

| flowIQ® 2200 RF and flowIQ® 2200 Cellular    | Normal mode | Verification mode |
|----------------------------------------------|-------------|-------------------|
| Flow measurement and flow display update     | 1 s         | 0.125 s           |
| Volume integration and volume display update | 8 s         | 1 s               |

| flowIQ® 2200 EO                              | Normal mode | Verification mode |
|----------------------------------------------|-------------|-------------------|
| Flow measurement and flow display update     | 2 s         | 0.125 s           |
| Volume integration and volume display update | 16 s        | 1 s               |

## Display and info codes



The large display with totalized volume, flow rate and intuitive info codes on flowIQ® 2200 makes it easy for end users to understand their own consumption data.

flowIQ® 2200 includes a large number of intelligent info codes and alarms. An info code indicates a special condition in the meter. If the info code is available in the display, the related symbol is on when it has been activated. If the 'condition' is not active, the sign is OFF. The info codes provide you with the exact knowledge you need to target your efforts within operations optimization, customer information, water loss and tampering. The info codes in the display have the following meaning and function:

| Info code | Meaning                                                                                                                                                                                               |
|-----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|           | The water in the meter has not been stagnant for one continuous hour during the last 24 hours. This can be a sign of a leaky faucet or toilet cistern or indicate a leakage after the meter.          |
|           | The water consumption has been consistently high for half an hour, which indicates a pipe burst.                                                                                                      |
|           | Attempt of fraud. The meter is no longer valid for billing.                                                                                                                                           |
|           | The meter is dry. In this case nothing will be measured.                                                                                                                                              |
|           | The water flows through the meter in the wrong direction.                                                                                                                                             |
|           | RADIO OFF flashes. The meter is still in transport mode with the built-in radio transmitter turned off. The transmitter turns on automatically when water runs through the meter for the first time.* |
|           | RADIO OFF lights permanently. The radio is switched off permanently. Can be activated via METERTOOL.*                                                                                                 |
|           | The symbol appears when the expected capacity left is 6 months or less.                                                                                                                               |

Switch off automatically when the condition that activated them no longer exists.

Disappears when the water has been stagnant for one hour.

Disappears when the consumption falls to normal level.

Disappears when the water no longer flows in the wrong direction.

Disappears when the meter is filled with water.

*\*RADIO OFF is not available for Encoded Output meters*

flowIQ® 2200

## Data registers

The water meter has a permanent memory, in which the values of various data loggers are saved. The loggers can be read via the meter's optical eye and from communications protocols

The following registers are logged:

| Description                   | Yearly logger | Monthly logger | Daily logger | Hourly logger |
|-------------------------------|---------------|----------------|--------------|---------------|
| Logger depth                  | 20 years      | 36 months      | 460 days     | 2400 hours    |
| Operating hours               | ✓             | ✓              | ✓            | ✓             |
| Info codes incl. hour counter | ✓             | ✓              | ✓            | ✓             |
| Volume                        | ✓             | ✓              | ✓            | ✓             |
| Volume reverse                | ✓             | ✓              | ✓            | ✓             |
| Volume net                    | ✓             | ✓              | ✓            | ✓             |
| Acoustic Noise Value Day      |               |                | ✓            |               |
| Flow max incl. date           | ✓             | ✓              |              |               |
| Flow min incl. date           | ✓             | ✓              |              |               |
| Flow max day incl. Timestamp  |               |                | ✓            |               |
| Flow min day incl. Timestamp  |               |                | ✓            |               |
| Water temp. max               | ✓             | ✓              | ✓            |               |
| Water temp. min.              | ✓             | ✓              | ✓            |               |
| Water temp. avg.              | ✓             | ✓              | ✓            |               |
| Ambient temp. max             | ✓             | ✓              | ✓            |               |
| Ambient temp. min.            | ✓             | ✓              | ✓            |               |
| Ambient temp. avg.            | ✓             | ✓              | ✓            |               |

Every time the information code changes, date and info codes are logged. Thus, it is possible to data read the latest 50 changes of the information code as well as the date the change was made.

## Integrated communication

---

The meter supports a variety of different communication options depending on meter type. All radio supported meters can be used with Kamstrup's external antenna. Transmission properties and data packages are defined in the configuration number YY-ZZZ. These can be changed with METERTOOL, MeterToolX or REAdy App through the optical IR interface or with a REAdy converter.\*

*\*Depending on communication protocol*

### RF

Kamstrup RF is based on Wireless M-Bus which is a mature and proven technology for remote reading of smart meters. Wireless M-Bus provides a robust, simple and secure reading of meters and requires a low initial investment, but is flexible enough to be expanded whenever desired. Wireless M-Bus is based on an European standard (EN 13757-4) applicable to devices for reading consumption of water, electricity or energy. The data encryption consists of a 128-bit AES counter mode encryption. Both AMR 912.5, 915 and 918.5 MHz and AMI 450-470 MHz are available.

For additional information about the Kamstrup RF communication module, please refer to the module data sheet, document no.: FILE100003480.

### Cellular

NB-IoT (Narrowband Internet of Things) is one of the most popular LPWA (Low-Power, Wide-Area) technologies offered by most mobile network operators worldwide via the established 4G and 5G network infrastructures, meaning that no network ownership is required. Unlike 2G and 3G, which are designed for mobile broadband communication at the expense of high-power consumption, NB-IoT offers affordable data communication for power constrained IoT devices. Most 4G and 5G networks support NB-IoT technology.

For additional information about the Kamstrup Cellular communication module, please refer to the Cellular module data sheet, document no.: FILE100003864.

### Encoded Output

The Sensus Encoded Output and TouchRead are implemented based on Sensus specification UI-1203 and UI1204. Encoded Output is compatible with several 3rd party RF network systems. Kamstrup Encoded Output supports Sensus Encoded Output systems and Sensus TouchRead systems. In addition, Neptune ProRead, Neptune E-coder systems and others are supported.

For additional information about the Kamstrup Encoded Output communication module, please refer to the Encoded Output module data sheet, document no.: FILE100003729.

## State of the art meter reading system (REAdy)

---

### Standardized and open communication

902-928 MHz band RF is an open standard, following EN13757-4:2010, which means that while the flowIQ® 2200 can be configured with or without encryption of the transmitted signal, encryption is required in the United States.

Encryption protects personal data against unauthorized monitoring. Furthermore, the encryption file provides easy access to import meter data for reading programs.

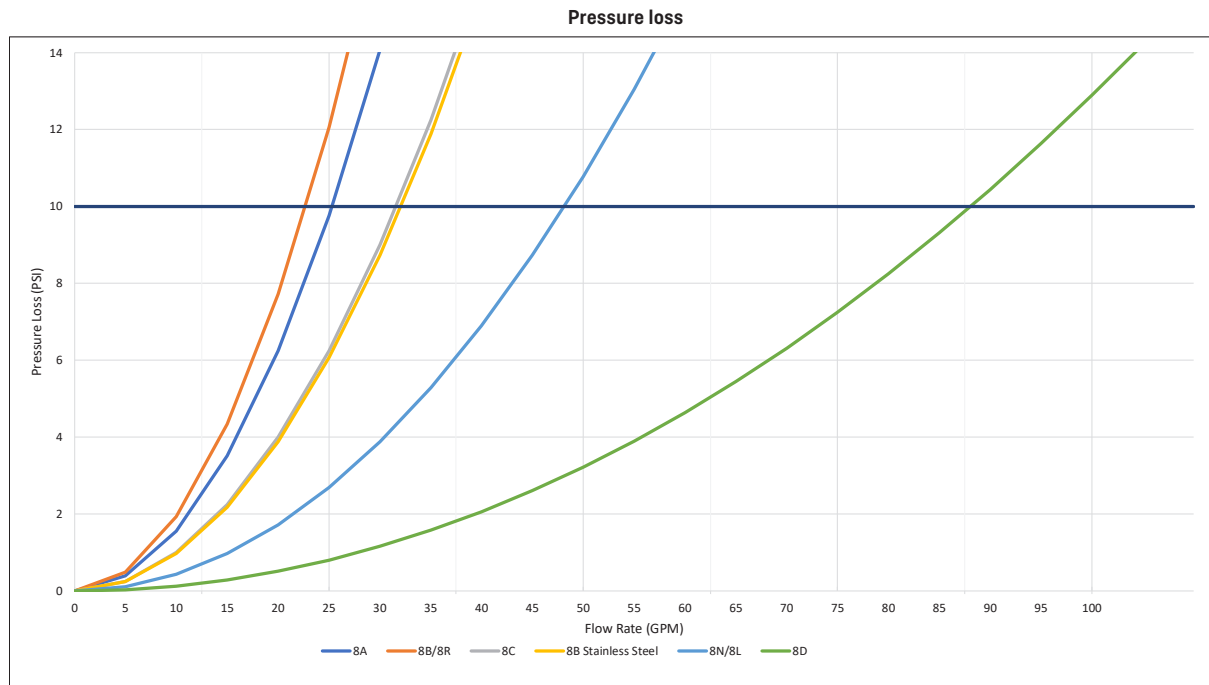


flowIQ® 2200

## Pressure loss

According to AWWA C715-18 Type I guideline the maximum pressure loss must not exceed 10 PSI (0.69 bar) at SMOC.

The following graph shows pressure loss with respect to flow rate:



See Technical description for Water Meters North America: Document no.: FILE100001331, for more information about pressure loss.

## Ordering details

Start your order by stating the type number of the selected model of flowIQ® 2200.

The type number includes information on meter type, meter version, size, lay length, service connection and time zone.

Subsequently the meter configuration, which determines customer-specific requirements such as number of digits in display etc., is selected. The configuration is completed during programming of the final meter.

Accessories are enclosed separately to be mounted by the installer.

### Meter type - flowIQ® 2200

| Type                                                           | □□ | □ | □□ | □ | □ | □□ | □ | □□ |
|----------------------------------------------------------------|----|---|----|---|---|----|---|----|
| <b>Meter generation</b>                                        |    |   |    |   |   |    |   |    |
| Second generation                                              | 02 |   |    |   |   |    |   |    |
| <b>Mechanical design</b>                                       |    |   |    |   |   |    |   |    |
| Composite, PPS                                                 |    | K |    |   |   |    |   |    |
| Stainless steel                                                |    | L |    |   |   |    |   |    |
| <b>Communication</b>                                           |    |   |    |   |   |    |   |    |
| RF                                                             |    |   | 02 |   |   |    |   |    |
| Encoded Output                                                 |    |   | 41 |   |   |    |   |    |
| Cellular                                                       |    |   | 82 |   |   |    |   |    |
| <b>Power supply</b>                                            |    |   |    |   |   |    |   |    |
| D-cell                                                         |    |   |    | D |   |    |   |    |
| 2 x A-cell                                                     |    |   |    | A |   |    |   |    |
| <b>Dynamic range</b>                                           |    |   |    |   |   |    |   |    |
| AWWA C715-18                                                   |    |   |    |   | 1 |    |   |    |
| <b>Meter size</b>                                              |    |   |    |   |   |    |   |    |
| 5/8" x 1/2" [25GPM]; 3/4" NPSM; 7 1/2"                         |    |   |    |   |   | 8A |   |    |
| 5/8" x 3/4" [25GPM]; 1" NPSM; 7 1/2"                           |    |   |    |   |   | 8B |   |    |
| 5/8" x 3/4" [25 GPM]; 1" NPSM; 5.1"                            |    |   |    |   |   | 8R |   |    |
| 3/4" [32GPM]; 1" NPSM; 7 1/2" or 9"; includes 1 1/2" extension |    |   |    |   |   | 8C |   |    |
| 3/4" [35GPM]; 1" NPSM; 7 1/2"                                  |    |   |    |   |   | 8N |   |    |
| 3/4" [35GPM]; 1" NPSM; 9"                                      |    |   |    |   |   | 8L |   |    |
| 1" [55GPM]; 1 1/4" NPSM; 10 3/4"                               |    |   |    |   |   | 8D |   |    |
| <b>Meter type</b>                                              |    |   |    |   |   |    |   |    |
| Cold water                                                     |    |   |    |   |   |    | 8 |    |
| Reclaimed water                                                |    |   |    |   |   |    | 9 |    |
| <b>Country code</b>                                            |    |   |    |   |   |    |   |    |
| North America, FCC and NSF approved                            |    |   |    |   |   |    |   | UB |
| Canada, ISED and NSF approved                                  |    |   |    |   |   |    |   | CA |
| Mexico, IFT and NSF approved                                   |    |   |    |   |   |    |   | MX |

The features included in the type number cannot be changed once the meter has been produced.

flowIQ® 2200

## Configuration - flowIQ® 2200

| Config                                             | DDD<br>□□□ | JJ<br>□□ | LLL<br>□□□ | MMMM<br>□□□□ | N<br>□ | P<br>□ | S<br>□ | U<br>□ | RR<br>□□ | CCC<br>□□□ | V<br>□ | T<br>□ | YY<br>□□ | ZZZ<br>□□□ |
|----------------------------------------------------|------------|----------|------------|--------------|--------|--------|--------|--------|----------|------------|--------|--------|----------|------------|
| <b>Display views</b>                               |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| Standard                                           | 810        |          |            |              |        |        |        |        |          |            |        |        |          |            |
| <b>GMT offset</b> (time zone)                      |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| USA Eastern (GMT-5)                                |            | 28       |            |              |        |        |        |        |          |            |        |        |          |            |
| USA Central (GMT-6)                                |            | 24       |            |              |        |        |        |        |          |            |        |        |          |            |
| USA Mountain (GMT-7)                               |            | 20       |            |              |        |        |        |        |          |            |        |        |          |            |
| USA Pacific (GMT-8)                                |            | 16       |            |              |        |        |        |        |          |            |        |        |          |            |
| <b>Target date</b> (handled as order data)         |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| <b>Max values averaged over time</b> (1..120 min.) |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| 2 minutes                                          |            |          | 002        |              |        |        |        |        |          |            |        |        |          |            |
| <b>Customer label</b>                              |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| Alphanumeric (2060-MMMM)                           |            |          |            | 0000         |        |        |        |        |          |            |        |        |          |            |
| <b>Leakage message limit</b>                       |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| OFF                                                |            |          |            |              | 9      |        |        |        |          |            |        |        |          |            |
| Flow continuously > 0.25% of max flow              |            |          |            |              | 2      |        |        |        |          |            |        |        |          |            |
| Flow continuously > 0.5% of max flow               |            |          |            |              | 3      |        |        |        |          |            |        |        |          |            |
| Flow continuously > 1.0% of max flow               |            |          |            |              | 4      |        |        |        |          |            |        |        |          |            |
| Flow continuously > 2.0% of max flow               |            |          |            |              | 5      |        |        |        |          |            |        |        |          |            |
| <b>Pipe burst limit</b>                            |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| OFF                                                |            |          |            |              | 0      |        |        |        |          |            |        |        |          |            |
| Flow > 5% of max flow for 30 minutes               |            |          |            |              | 1      |        |        |        |          |            |        |        |          |            |
| Flow > 10% of max flow for 30 minutes              |            |          |            |              | 2      |        |        |        |          |            |        |        |          |            |
| Flow > 20% of max flow for 30 minutes              |            |          |            |              | 3      |        |        |        |          |            |        |        |          |            |
| <b>Ambient Temperature low limit</b>               |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| OFF                                                |            |          |            |              |        | 0      |        |        |          |            |        |        |          |            |
| Ambient temperature < 2 °C / 36 °F                 |            |          |            |              |        | 2      |        |        |          |            |        |        |          |            |
| Ambient temperature < 3 °C / 37 °F                 |            |          |            |              |        | 3      |        |        |          |            |        |        |          |            |
| Ambient temperature < 6 °C / 43 °F                 |            |          |            |              |        | 6      |        |        |          |            |        |        |          |            |
| <b>Ambient Temperature high limit</b>              |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| OFF                                                |            |          |            |              |        |        | 0      |        |          |            |        |        |          |            |
| Ambient temperature > 35 °C / 95 °F                |            |          |            |              |        |        | 3      |        |          |            |        |        |          |            |
| Ambient temperature > 45 °C / 122 °F               |            |          |            |              |        |        | 6      |        |          |            |        |        |          |            |
| <b>Data logger profile</b>                         |            |          |            |              |        |        |        |        |          |            |        |        |          |            |
| Standard RF                                        |            |          |            |              |        |        |        | 04     |          |            |        |        |          |            |
| Standard Encoded Output                            |            |          |            |              |        |        |        | 15     |          |            |        |        |          |            |
| Standard Cellular                                  |            |          |            |              |        |        |        | 16     |          |            |        |        |          |            |
| To be continued on next page...                    |            |          |            |              |        |        |        |        |          |            |        |        |          |            |

## Configuration - flowIQ® 2200

| Config                                                                               | DDD | JJ | LLL | MMMM | N | P | S | U | RR | CCC | V | T | YY | ZZZ |
|--------------------------------------------------------------------------------------|-----|----|-----|------|---|---|---|---|----|-----|---|---|----|-----|
|                                                                                      | □□□ | □□ | □□□ | □□□□ | □ | □ | □ | □ | □□ | □□□ | □ | □ | □□ | □□□ |
| ...continued from previous page                                                      |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| <b>Display resolution (alphanumeric)</b>                                             |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| 0000000.00 USgal - 0.01 GPM - Billing in 1,000s (recommended for residential meters) |     |    |     |      |   |   |   |   |    | 220 |   |   |    |     |
| 000000000 ft³ - 0000 GPM - Billing in 1,000s (recommended for district meters)       |     |    |     |      |   |   |   |   |    | 154 |   |   |    |     |
| For additional options please refer to FILE100002712                                 |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| <b>Temperature units of measure</b>                                                  |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| Fahrenheit                                                                           |     |    |     |      |   |   |   |   |    |     | 1 |   |    |     |
| Celsius                                                                              |     |    |     |      |   |   |   |   |    |     | 0 |   |    |     |
| <b>Encryption level</b>                                                              |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| Encryption with separately forwarded key                                             |     |    |     |      |   |   |   |   |    |     |   | 3 |    |     |
| <b>Communication</b>                                                                 |     |    |     |      |   |   |   |   |    |     |   |   |    |     |
| For communication protocols please refer to the section "Integrated Communication"   |     |    |     |      |   |   |   |   |    |     |   |   |    |     |

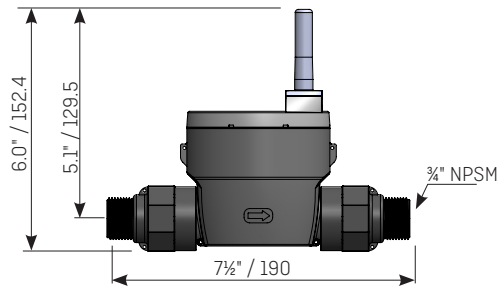
|                                                                           | DDD | JJ | LLL | MMMM | N | P | S | U | RR | CCC | V | T | YY | ZZZ |
|---------------------------------------------------------------------------|-----|----|-----|------|---|---|---|---|----|-----|---|---|----|-----|
| Unless otherwise stated in the order,<br>Kamstrup supplies the following: | 810 | □□ | 002 | 0000 | 4 | 3 | 3 | 3 | 04 | 220 | 1 | 3 | YY | ZZZ |

**Note:** JJ (time zone) and target date are not predefined and has to be chosen in the ordering system.

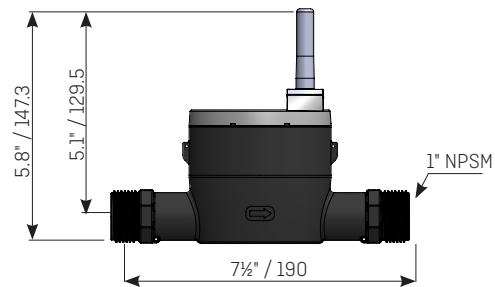
flowIQ® 2200

## Dimensional sketches – flowIQ® 2200

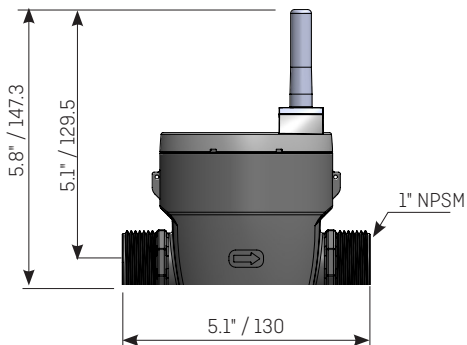
**Type: 8A** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{1}{2}$ " x  $7\frac{1}{2}$ "



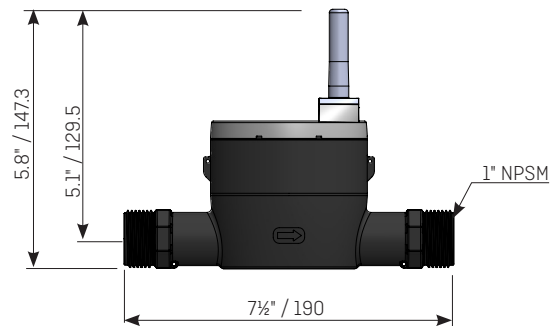
**Type: 8B** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{3}{4}$ " x  $7\frac{1}{2}$ "



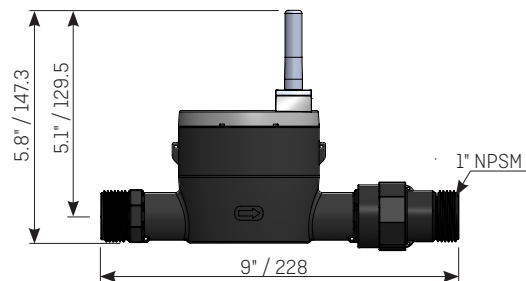
**Type: 8R** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{3}{4}$ " x 5.1"



**Type: 8C** – Size: 32 GPM  $\frac{3}{4}$ " x  $\frac{3}{4}$ " x  $7\frac{1}{2}$ "



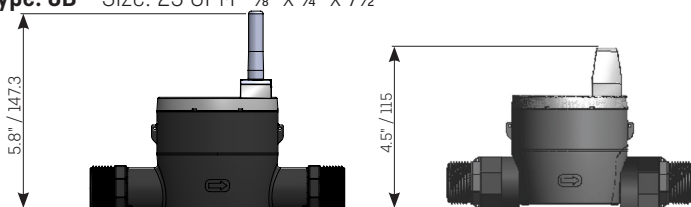
**Type: 8C+** – Size: 32 GPM  $\frac{3}{4}$ " x  $\frac{3}{4}$ " x 9"



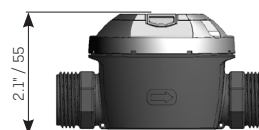
Encoded Output has the exact same dimensions as RF and Cellular – apart from the meter cup height.

Examples:

**Type: 8B** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{3}{4}$ " x  $7\frac{1}{2}$ "

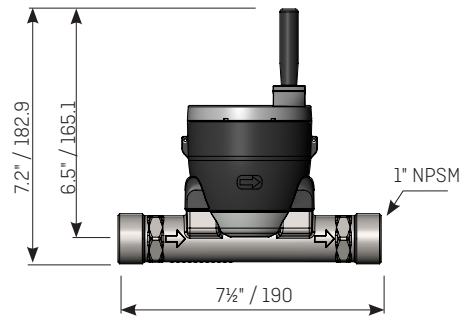


**Type: 8R** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{3}{4}$ " x 5.1"

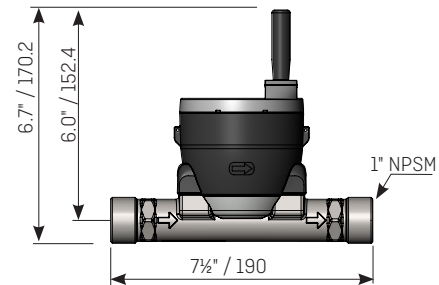


## Dimensional sketches – flowIQ® 2200

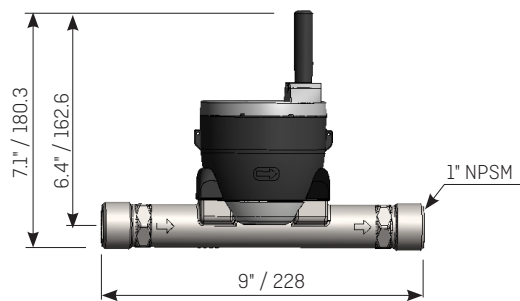
**Type: 8B** – Size: 25 GPM  $\frac{5}{8}$ " x  $\frac{3}{4}$ " x  $7\frac{1}{2}$ "



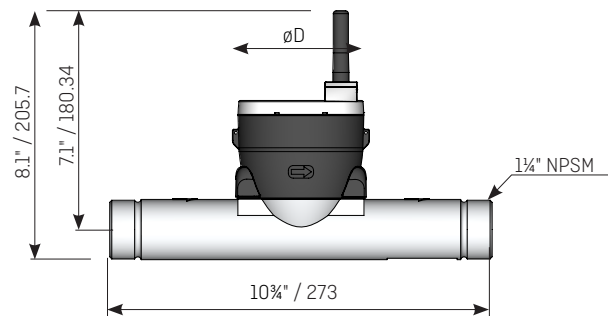
**Type: 8N** – Size: 35 GPM  $\frac{3}{4}$ " x 1" x  $7\frac{1}{2}$ "



**Type: 8L** – Size: 35 GPM  $\frac{3}{4}$ " x 1" x 9"



**Type: 8D** – Size: 55 GPM 1" x  $1\frac{1}{4}$ " x  $10\frac{3}{4}$ "



NOTE! Same threads for in- and outlet. / Dimensions: Inches/mm

flowIQ® 2200

## Dimensions

### flowIQ® 2200 RF and Cellular

| Mechanical design | Meter type | Meter size GPM | NPSM thread | L             | H                                      | øD          | Weight approx.<br>[Lbs / Kg] |
|-------------------|------------|----------------|-------------|---------------|----------------------------------------|-------------|------------------------------|
|                   |            |                |             | [Inches / mm] |                                        |             |                              |
| Composite         | 8A         | 25             | ¾"          | 7½" / 190     | RF 6.0" / 152.4<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.08 / 0.49                  |
| Composite         | 8B         | 25             | 1"          | 7½" / 190     | RF 5.8" / 147.3<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.01 / 0.46                  |
| Composite         | 8R         | 25             | 1"          | 5.1" / 130    | RF 5.8" / 147.3<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.01 / 0.46                  |
| Composite         | 8C         | 32             | 1"          | 7½" / 190     | RF 5.8" / 147.3<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.01 / 0.46                  |
| Composite         | 8C+        | 32             | 1"          | 9" / 228      | RF 5.8" / 147.3<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.10 / 0.50                  |
| Stainless steel   | 8B         | 25             | 1"          | 7½" / 190     | RF 7.2" / 182.9<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 1.01 / 0.46                  |
| Stainless steel   | 8N         | 35             | 1"          | 7½" / 190     | RF 6.7" / 170.2<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 2.2 / 1.0                    |
| Stainless steel   | 8L         | 35             | 1"          | 9" / 228      | RF 7.1" / 180.3<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 2.5 / 1.13                   |
| Stainless steel   | 8D         | 55             | 1¼"         | 10¾" / 273    | RF 8.1" / 205.7<br>Cellular 4.5" / 115 | 3.6" / 91.4 | 4.1 / 1.86                   |

### flowIQ® 2200 EO

| Mechanical design | Meter type | Meter size<br>GPM | NPSM thread | L             | H          | øD          | Weight approx.<br>[Lbs / Kg] |
|-------------------|------------|-------------------|-------------|---------------|------------|-------------|------------------------------|
|                   |            |                   |             | [Inches / mm] |            |             |                              |
| Composite         | 8A         | 25                | ¾"          | 7½" / 190     | 2.1" / 55  | 3.6" / 91.4 | 0.90 / 0.41                  |
| Composite         | 8B         | 25                | 1"          | 7½" / 190     | 2.1" / 55  | 3.6" / 91.4 | 0.86 / 0.39                  |
| Composite         | 8R         | 25                | 1"          | 5.1" / 130    | 2.1" / 55  | 3.6" / 91.4 | 0.86 / 0.39                  |
| Composite         | 8C         | 32                | 1"          | 7½" / 190     | 2.1" / 55  | 3.6" / 91.4 | 1.01 / 0.46                  |
| Composite         | 8C+        | 32                | 1"          | 9" / 228      | 2.1" / 55  | 3.6" / 91.4 | 0.93 / 0.42                  |
| Stainless steel   | 8B         | 25                | 1"          | 7½" / 190     | 3.9" / 101 | 3.6" / 91.4 | 1.87 / 0.85                  |
| Stainless steel   | 8N         | 35                | 1"          | 7½" / 190     | 3.9" / 101 | 3.6" / 91.4 | 1.87 / 0.85                  |
| Stainless steel   | 8L         | 35                | 1"          | 9" / 228      | 3.9" / 101 | 3.6" / 91.4 | 2.09 / 0.95                  |
| Stainless steel   | 8D         | 55                | 1¼"         | 10¾" / 273    | 4.2" / 109 | 3.6" / 91.4 | 2.82 / 1.28                  |

## Accessories

---

See accessories for water meters, document no.: FILE100000644.

Accessories are ordered separately in CPQ (Kamstrup ordering system) and will be delivered as single parts in the packaging.



flowIQ® 2200

---

**Kamstrup Water Metering, LLC**

2855 Forsyth Commerce Way, Building 200

Cumming, GA 30040, USA

T: +1 (404) 835-6716

[info-us@kamstrup.com](mailto:info-us@kamstrup.com)

[kamstrup.com](http://kamstrup.com)

# **EXHIBIT D**

**PROJECT PLANS**  
**(FILED SEPARATELY)**

# **EXHIBIT E**

**PROJECT SPECIFICATIONS**  
**(FILED SEPARATELY)**

# **EXHIBIT F**



**Andy Beshear**  
GOVERNOR

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**

300 Sower Boulevard  
Frankfort, Kentucky 40601  
Phone: (502) 564-2150  
Fax: 502-564-4245

**Rebecca W. Goodman**  
SECRETARY

**Anthony R. Hatton**  
COMMISSIONER

May 29, 2025

LJ Turner  
Hyden Leslie Co Water District  
356 Wendover Rd  
Hyden, KY 41749

RE: Cutshin Waterline Replacement Ph 1  
Leslie County, KY  
Hyden Leslie Co Water District  
AI #: 2649, APE20250001  
PWSID #: 0660204-25-001

Dear Mr. Turner:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, 725 linear feet of 8-inch HDPE water line. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Brett Thompson at 502-782-4143.

Sincerely,

Terry Humphries, P.E.  
Supervisor, Engineering Section  
Water Infrastructure Branch  
Division of Water

TH:BT  
Enclosures

c: Nesbitt Engineering Inc  
Leslie County Health Department  
Division of Plumbing

## Distribution-Major Construction

Hyden Leslie Co Water District

Facility Requirements

Activity ID No.:APE20250001

Page 1 of 5

**PORT0000000036 (Cutshin Waterline Replacements Ph 1) 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, and 725 linear feet of 8-inch HDPE water line:**

### Narrative Requirements:

| Condition No. | Condition                                                                                                                                                                                                                                                                                                                                                                          |
|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-1           | Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]                                                                                                                                                                                         |
| T-2           | The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]                                                                                                                                                                                                                         |
| T-3           | A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]                                                                                                                                                          |
| T-4           | During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]                                                                                                                                                         |
| T-5           | Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]                                                                                                                                                                                                           |
| T-6           | Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]                                                                                                                                                                       |
| T-7           | The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]                                                                                                                          |
| T-8           | Water lines should be hydraulically capable of a flow velocity of 2.5 ft/s while maintaining a pressure of at least 20 psi. [Drinking Water General Design Criteria IV.1.b]                                                                                                                                                                                                        |
| T-9           | The normal working pressure in the distribution system at the service connection shall not be less than 30 psi under peak demand flow conditions. Peak demand is defined as the maximum customer water usage rate, expressed in gallons per minute (gpm), in the pressure zone of interest during a 24 hour (diurnal) time period. [Drinking Water General Design Criteria IV.1.d] |
| T-10          | When static pressure exceeds 150 psi, pressure reducing devices shall be provided on mains or as part of the meter setting on individual service lines in the distribution system. [Drinking Water General Design Criteria IV.1.c]                                                                                                                                                 |



## Distribution-Major Construction

Hyden Leslie Co Water District

Facility Requirements

Activity ID No.:APE20250001

Page 2 of 5

**PORT0000000036 (Cutshin Waterline Replacements Ph 1) 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, and 725 linear feet of 8-inch HDPE water line:**

### Narrative Requirements:

| Condition No. | Condition                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-11          | The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances. [Recommended Standards for Water Works 8.2.2, Drinking Water General Design Criteria IV.2.b] |
| T-12          | Water mains not designed to carry fire-flows shall not have fire hydrants connected to them. [Recommended Standards for Water Works 8.4.1.b]                                                                                                                                                                                                                                                                   |
| T-13          | Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]                                                                                                                                                                   |
| T-14          | No flushing device shall be directly connected to any sewer. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]                                                                                                                                                                                                                                                    |
| T-15          | Pipe shall be constructed to a depth providing a minimum cover of 30 inches to top of pipe. [Drinking Water General Design Criteria IV.3.a]                                                                                                                                                                                                                                                                    |
| T-16          | Water mains shall be covered with sufficient earth or other insulation to prevent freezing. [Recommended Standards for Water Works 8.7]                                                                                                                                                                                                                                                                        |
| T-17          | A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth of at least six inches below the bottom of the pipe. [Recommended Standards for Water Works 8.7]               |
| T-18          | Water line installation shall incorporate the provisions of the AWWA standards and/or manufacturer's recommended installation procedures. [Recommended Standards for Water Works 8.7]                                                                                                                                                                                                                          |
| T-19          | All materials used for the rehabilitation of water mains shall meet ANSI/NSF standards. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                            |
| T-20          | Packing and jointing materials used in the joints of pipe shall meet the standards of AWWA and the reviewing authority. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                            |
| T-21          | All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.7]                                                                                                                                                                                                                                     |

## Distribution-Major Construction

Hyden Leslie Co Water District

Facility Requirements

Activity ID No.:APE20250001

Page 3 of 5

**PORT0000000036 (Cutshin Waterline Replacements Ph 1) 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, and 725 linear feet of 8-inch HDPE water line:**

### Narrative Requirements:

| Condition No. | Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-22          | All materials including pipe, fittings, valves and fire hydrants shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist, and be acceptable to the Division of Water. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                 |
| T-23          | Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been restored practically to their original condition. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                                          |
| T-24          | Manufacturer approved transition joints shall be used between dissimilar piping materials. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                                                                                                                                            |
| T-25          | Pipes and pipe fittings containing more than 8% lead shall not be used. All products shall comply with ANSI/NSF standards. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                                                                                                            |
| T-26          | The minimum size of water main which provides for fire protection and serving fire hydrants shall be six-inch diameter. [Recommended Standards for Water Works 8.2, Drinking Water General Design Criteria IV.2.a]                                                                                                                                                                                                                                                                                                                                |
| T-27          | Gaskets containing lead shall not be used. Repairs to lead-joint pipe shall be made using alternative methods. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                                                                                                                        |
| T-28          | Pipe materials shall be selected to protect against both internal and external pipe corrosion. [Recommended Standards for Water Works 8.1]                                                                                                                                                                                                                                                                                                                                                                                                        |
| T-29          | Dead end mains shall be equipped with a means to provide adequate flushing. [Recommended Standards for Water Works 8.2]                                                                                                                                                                                                                                                                                                                                                                                                                           |
| T-30          | The hydrant lead shall be a minimum of six inches in diameter. Auxiliary valves shall be installed on all hydrant leads. [Recommended Standards for Water Works 8.4.3]                                                                                                                                                                                                                                                                                                                                                                            |
| T-31          | A sufficient number of valves shall be provided on water mains to minimize inconvenience and sanitary hazards during repairs. [Recommended Standards for Water Works 8.3]                                                                                                                                                                                                                                                                                                                                                                         |
| T-32          | Wherever possible, chambers, pits or manholes containing valves, blow-offs, meters, or other such appurtenances to a distribution system, shall not be located in areas subject to flooding or in areas of high groundwater. Such chambers or pits should drain to the ground surface, or to absorption pits underground. The chambers, pits and manholes shall not connect directly to any storm drain or sanitary sewer. Blow-offs shall not connect directly to any storm drain or sanitary sewer. [Recommended Standards for Water Works 8.6] |

## Distribution-Major Construction

Hyden Leslie Co Water District

Facility Requirements

Activity ID No.:APE20250001

Page 4 of 5

**PORT0000000036 (Cutshin Waterline Replacements Ph 1) 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, and 725 linear feet of 8-inch HDPE water line:**

### Narrative Requirements:

| Condition No. | Condition                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-33          | At high points in water mains where air can accumulate provisions shall be made to remove the air by means of air relief valves. [Recommended Standards for Water Works 8.5.1]                                                                                                                                                                                                                                                                                                                                                                                                |
| T-34          | Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur. [Recommended Standards for Water Works 8.5.1]                                                                                                                                                                                                                                                                                                                                                                                                                 |
| T-35          | The open end of an air relief pipe from automatic valves shall be extended to at least one foot above grade and provided with a screened, downward-facing elbow. [Recommended Standards for Water Works 8.5.2.c]                                                                                                                                                                                                                                                                                                                                                              |
| T-36          | Discharge piping from air relief valves shall not connect directly to any storm drain, storm sewer, or sanitary sewer. [Recommended Standards for Water Works 8.5.2.d]                                                                                                                                                                                                                                                                                                                                                                                                        |
| T-37          | Water pipe shall be constructed with a lateral separation of 10 feet or more from any gravity sanitary or combined sewer measured edge to edge where practical. If not practical a variance may be requested to allow the water pipe to be installed closer to the gravity sanitary or combined sewer provided the water pipe is laid in a separate trench or undisturbed shelf located on one side of the sewer with the bottom of the pipe at least 18 inches above the top of the gravity sanitary or combined sewer pipe. [Drinking Water General Design Criteria IV.3.b] |
| T-38          | Water lines crossing sanitary, combined or storm sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sanitary, combined or storm sewer with preference to the water main located above the sanitary, combined or storm sewer. [Drinking Water General Design Criteria IV.3.c]                                                                                                                                                                                                               |
| T-39          | At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. [Recommended Standards for Water Works 8.8.3.b]                                                                                                                                                                                                                                                                                                                                                                                                        |
| T-40          | There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system. [Recommended Standards for Water Works 8.10.1]                                                                                                                                                                                                                                                                                                                        |
| T-41          | Water utilities shall have a cross connection program conforming to 401 KAR 8. [Recommended Standards for Water Works 8.10.1]                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| T-42          | Installed pipe shall be pressure tested and leakage tested in accordance with the appropriate AWWA Standards. [Recommended Standards for Water Works 8.7.6]                                                                                                                                                                                                                                                                                                                                                                                                                   |

## Distribution-Major Construction

Hyden Leslie Co Water District

Facility Requirements

Activity ID No.:APE20250001

Page 5 of 5

**PORT0000000036 (Cutshin Waterline Replacements Ph 1) 7696 linear feet of 3-inch PVC water line, 70 linear feet of 4-inch PVC water line, 730 linear feet of 4-inch HDPE water line, 13295 linear feet of 6-inch PVC water line, 510 linear feet of 6-inch ductile iron water line, and 725 linear feet of 8-inch HDPE water line:**

### Narrative Requirements:

| Condition No. | Condition                                                                                                                                                                                                                                                                                                                                                                                                     |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| T-43          | New, cleaned and repaired water mains shall be disinfected in accordance with AWWA Standard C651. The specifications shall include detailed procedures for the adequate flushing, disinfection, and microbiological testing of all water mains. In an emergency or unusual situation, the disinfection procedure shall be discussed with the Division of Water. [Recommended Standards for Water Works 8.7.7] |
| T-44          | A minimum cover of five feet shall be provided over pipe crossing underwater. [Recommended Standards for Water Works 8.9.2]                                                                                                                                                                                                                                                                                   |
| T-45          | Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding for pipes crossing underwater. [Recommended Standards for Water Works 8.9.2.b]                                                                                                                                         |
| T-46          | Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source for pipes crossing. [Recommended Standards for Water Works 8.9.2.c]                                                                                                                                                               |

# **EXHIBIT G**

## **DESCRIPTION OF PROJECT LOCATION AND ROUTE**

The proposed water mains will be constructed in the Cutshin community of Leslie County, Kentucky. Cutshin is located on the Cutshin Creek in eastern Leslie County, approximately eight miles southeast of Hyden, Kentucky.

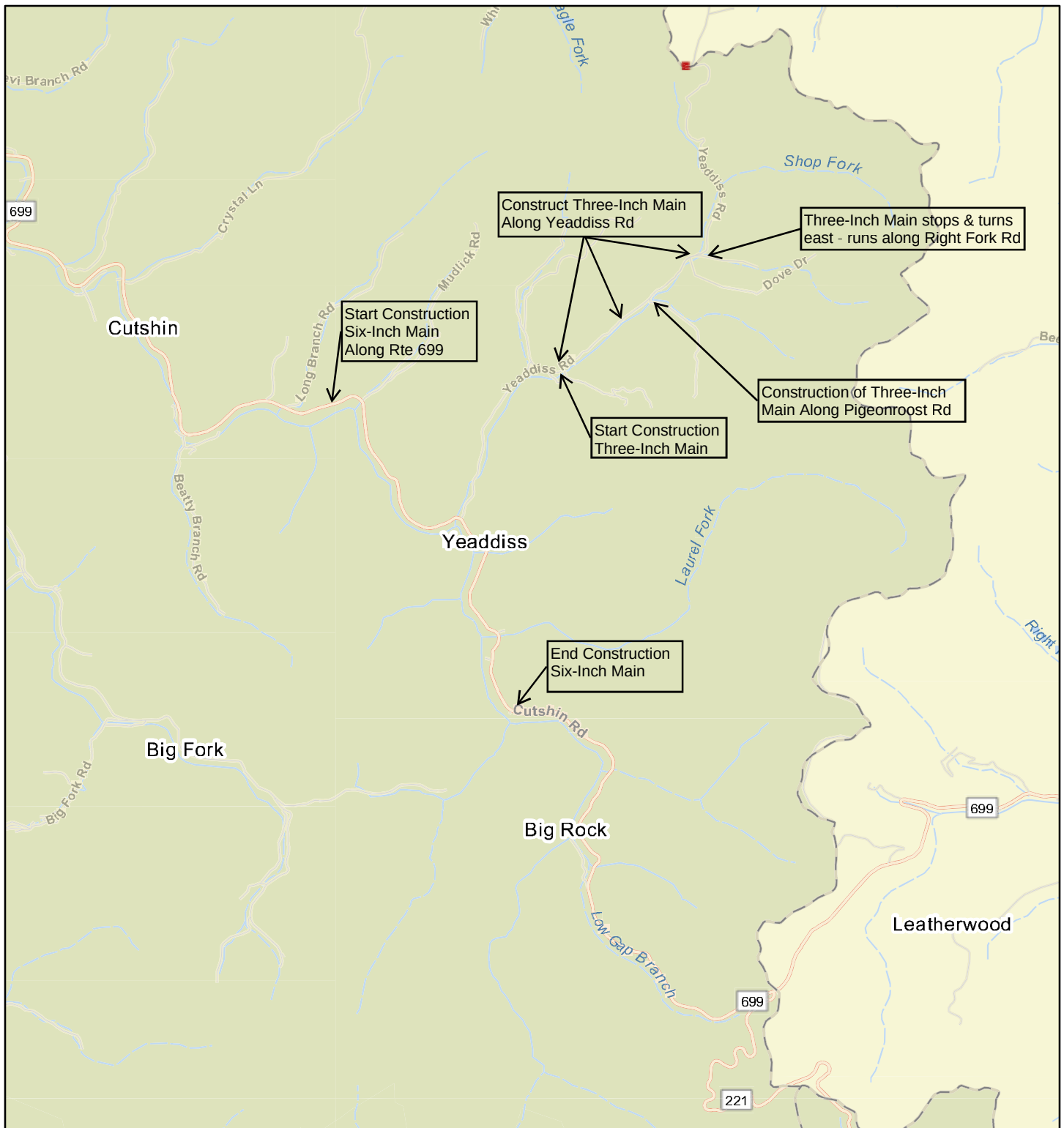
The starting point of the proposed six-inch water main is between Mile 10.0 and Mile 10.1 of Kentucky Route 699. The six-inch main will run southeast along Kentucky Route 699 for approximately 14,400 feet until Mile 12.8 (the intersection of Kentucky Route 699 and Wolfe Creek Road).

A three-inch main will be constructed starting at the intersection of Yeaddis Road and Coots Hollow Road and running approximately 5,926 feet along Yeaddis Road until the intersection of Yeaddis Road and Right Fork Road. At that intersection, the three-inch main will run along Right Fork Road for approximately 1,547 feet and end. Prior to that intersection, at the intersection of Yeaddis Road and Pigeonroost Road, a separate three-inch main connected to the Yeaddis Road main will be constructed that runs east along Pigeonroost Road approximately 2,620 feet.

At the intersection of, a three-inch water main will be constructed that is connected to the main running the

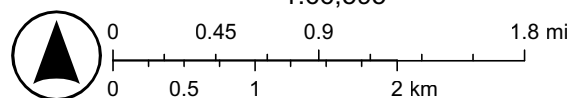
# **EXHIBIT H**

# Cutshin Water Line Replacement Project - Phase 1



10/21/2025, 3:44:36 PM

1:66,595



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community, Kentucky Infrastructure Authority (KIA)



# **EXHIBIT I**



**Andy Beshear**  
Governor

**COMMONWEALTH OF KENTUCKY**  
**TRANSPORTATION CABINET**  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

**Jim Gray**  
Secretary

August 18, 2025

Hyden-Leslie County Water District  
Brad Greenwell  
P.O. Box 906  
Hyden, Kentucky 41749

Subject: Permit #: 11-2025-00074  
Permit Type: Utilities - Water  
Approval

Dear Applicant:

Attached is your permit approval and documentation for the subject permit.

Be advised that all work must be done in conformity with permit and application conditions. If you have any questions, please contact the Permits Section at this office.

Sincerely,

Chris Harris  
D11 Engineering Support - TEBM

Attachments



An Equal Opportunity Employer M/F/D



Kentucky Transportation Cabinet  
Department of Highways  
Division of Maintenance  
Permits Branch

TC 99-1 (B)  
07/2018  
Page 1 of 1

**ENCROACHMENT PERMIT**

**KYTC KEPT #:** 11-2025-00074

**Permittee:** Hyden-Leslie County Water District

**Permit Type / Subtype:** Utilities / Water

**Work Completion Date:** 4/24/2026

| INDEMNITIES         |                 |                 |
|---------------------|-----------------|-----------------|
| Type                | Amount Required | Tracking Number |
| Performance Bond    | \$0.00          |                 |
| Cash / Check        | \$0.00          |                 |
| Self-Insured        | \$0.00          |                 |
| Payment Bond        | \$0.00          |                 |
| Liability Insurance | \$0.00          |                 |

This permit has been: **APPROVED** ☒ **DENIED** ☐

|                  |                                |             |
|------------------|--------------------------------|-------------|
| Chris Harris     | D11 Engineering Support - TEBM | 8/15/2025   |
| <b>SIGNATURE</b> | <b>TITLE</b>                   | <b>DATE</b> |

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

| LOCATION(S) |                 |           |            |
|-------------|-----------------|-----------|------------|
| Description | County - Route  | Latitude  | Longitude  |
|             | Leslie - KY 699 | 37.079508 | -83.234869 |



Know what's below. Call before you dig

To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007

**NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK**

---

**PERMITTEE**

Name: Hyden-Leslie County Water District  
Contact Person: Brad Greenwell  
Address: P.O. Box 906  
City: Hyden  
State: Kentucky  
Zip: 41749  
Telephone: (859) 685-4547

**PROJECT IDENTIFICATION**

Permit Number: 11-2025-00074

---

I wish to notify the Department of Highways that the above mentioned permit work and any necessary right-of-way restoration have been completed and are ready for final inspection.

---

Permittee

---

Please return this form to the address below when work is completed and ready for final inspection.

Please Return to: Permit Engineer  
Department of Highways, District 11 Office  
603 Railroad Avenue  
Manchester, Kentucky 40962  
(606) 598-2145  
[www.transportation.ky.gov/](http://www.transportation.ky.gov/)

| LOCATION(S) |                 |           |            |
|-------------|-----------------|-----------|------------|
| Description | County - Route  | Latitude  | Longitude  |
|             | Leslie - KY 699 | 37.079508 | -83.234869 |



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH



**APPROVED**

TC 99-1A

Rev. 10/2020

Page 1 of 4

**APPLICATION FOR ENCROACHMENT PERMIT**

**RECEIVED**  
4-24-25



**E-MAILED**  
8-18-25

KYTC KEPT #: 11-2025-00074

**SECTION 1: APPLICANT CONTACT INFORMATION**

|                                                        |                                       |                    |                     |
|--------------------------------------------------------|---------------------------------------|--------------------|---------------------|
| <b>APPLICANT</b><br>Hyden-Leslie County Water District | <b>ADDRESS</b><br>356 Wendover Rd     |                    |                     |
| <b>EMAIL</b><br>lj.turner@hlwater.net                  | <b>CITY</b><br>Hyden                  | <b>STATE</b><br>KY | <b>ZIP</b><br>41749 |
| <b>CONTACT NAME 1</b><br>Brad Greenwell                | <b>EMAIL</b><br>bgreenwell@nei-ky.com | <b>PHONE #</b>     | 859-685-4547        |
|                                                        |                                       | <b>CELL #</b>      | 859-753-0200        |
| <b>CONTACT NAME 2 (if applicable)</b>                  | <b>EMAIL</b>                          | <b>PHONE #</b>     |                     |
|                                                        |                                       | <b>CELL #</b>      |                     |

**SECTION 2: PROPOSED WORK LOCATION**

|                                    |                          |                                |                                   |
|------------------------------------|--------------------------|--------------------------------|-----------------------------------|
| <b>ADDRESS</b><br>10130 Cutshin Rd | <b>CITY</b><br>Yeaddiss  | <b>STATE</b><br>Kentucky       | <b>ZIP</b><br>41777               |
| <b>COUNTY</b><br>Leslie            | <b>ROUTE #</b><br>KY-699 | <b>MILE POINT</b><br>10.0-12.8 | <b>LONGITUDE (X)</b><br>37.079806 |
|                                    |                          |                                | <b>LATITUDE (Y)</b><br>-83.234111 |

**ADDITIONAL LOCATION INFORMATION:**

The project will begin near the entrance to Hayes Lewis Elementary School and end at Wolfe Creek Rd.

**FOR KYTC USE ONLY**

**PERMIT TYPE:** ☐ Air Right ☐ Entrance ☒ Utilities ☐ Vegetation Removal ☐ Other: \_\_\_\_\_

**ACCESS:** ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☐ Left ☒ Right ☐ Crossing

**SECTION 3: GENERAL DESCRIPTION OF WORK**

This project includes the replacement of approximately 14,400 LF of water line (along KY-699) & installation of approximately 10,220 LF of new water line (along county roads) & associated appurtenances near Cutshin, KY.

**Water Line along KY-699:**

- 8-inch DR9 HDPE Water Line (Directional Drill) - 780 LF
- 6-inch SDR17 PVC & Class 350 Ductile Iron Water Line - 13,620 LF

**Water Line at Intersection of KY-699 & Wolfe Creek Rd (KY-3427):**

- 4-inch SDR17 PVC Water Line - 70 LF total, beginning at the intersection and extending across KY-699 (40 LF jack and bore in 10.75" O.D. steel casing at MP 12.77), then continuing 30 LF along Wolfe Creek Road

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

SIGNATURE

4-15-2025  
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 2 of 4

## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.
9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.



KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 3 of 4

### APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.
11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.
12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.
13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall **defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.
14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.
15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.
16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.





KENTUCKY TRANSPORTATION CABINET  
Department of Highways  
PERMITS BRANCH

TC 99-1A  
Rev. 10/2020  
Page 4 of 4

### APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)
18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.
19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.
20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.
21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.
22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

Hyden-Leslie County Water District

UTILITY

L.J. Turner

NAME (Utility Representative)

SIGNATURE (Utility Representative)

Manager

TITLE (Utility Representative)

4-15-2025

DATE



Know what's below. Call before you dig.

To Submit a Locate Request  
24 Hours a Day, Seven Days a Week:  
Call 811 or 800-752-6007



# nesbitt engineering, inc.

SERVING DEVELOPERS, INDUSTRY, BUSINESS AND GOVERNMENT BY PROVIDING PROVEN SOLUTIONS SINCE 1976

# HYDEN-LESLIE COUNTY WATER DISTRICT

LESLIE COUNTY, KENTUCKY

## CUTSHIN WATER LINE REPLACEMENT PHASE 1

APRIL, 2025

MANAGER

L.J. TURNER

BOARD OF DIRECTORS

KEVIN COOK

TODD HORTON

DWIGHT LEWIS

RONNIE GAY

TEDDY COUCH

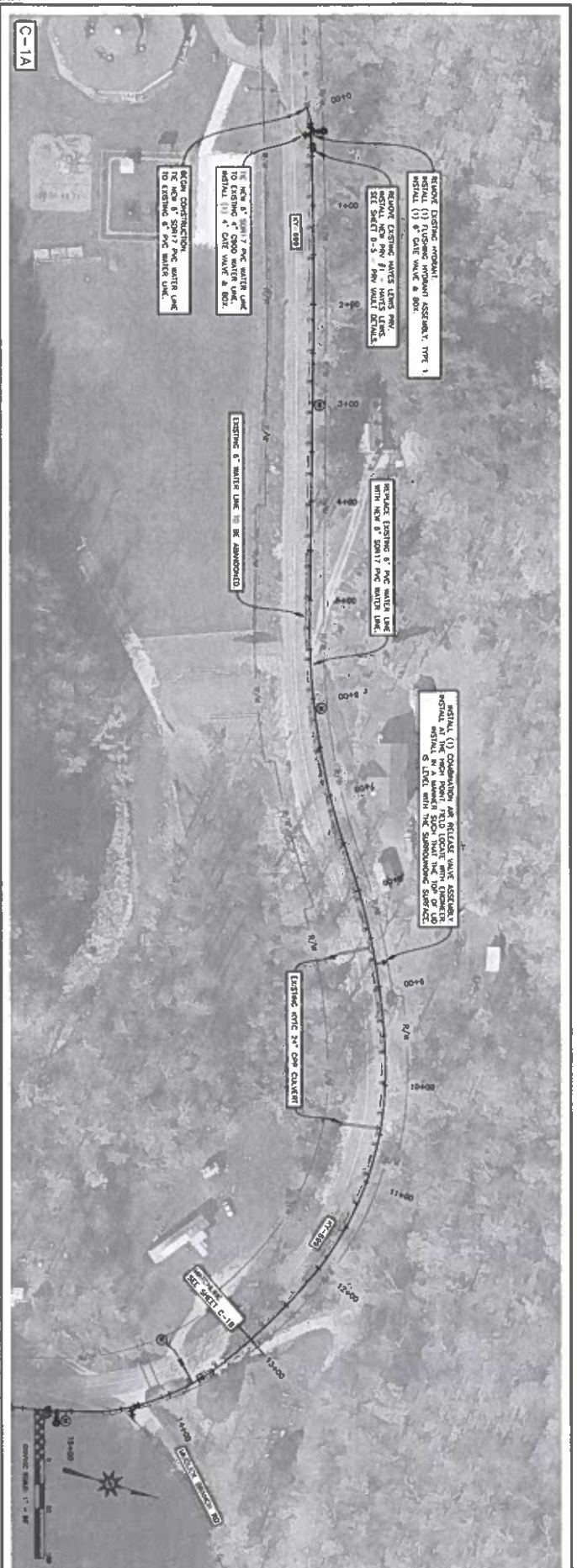
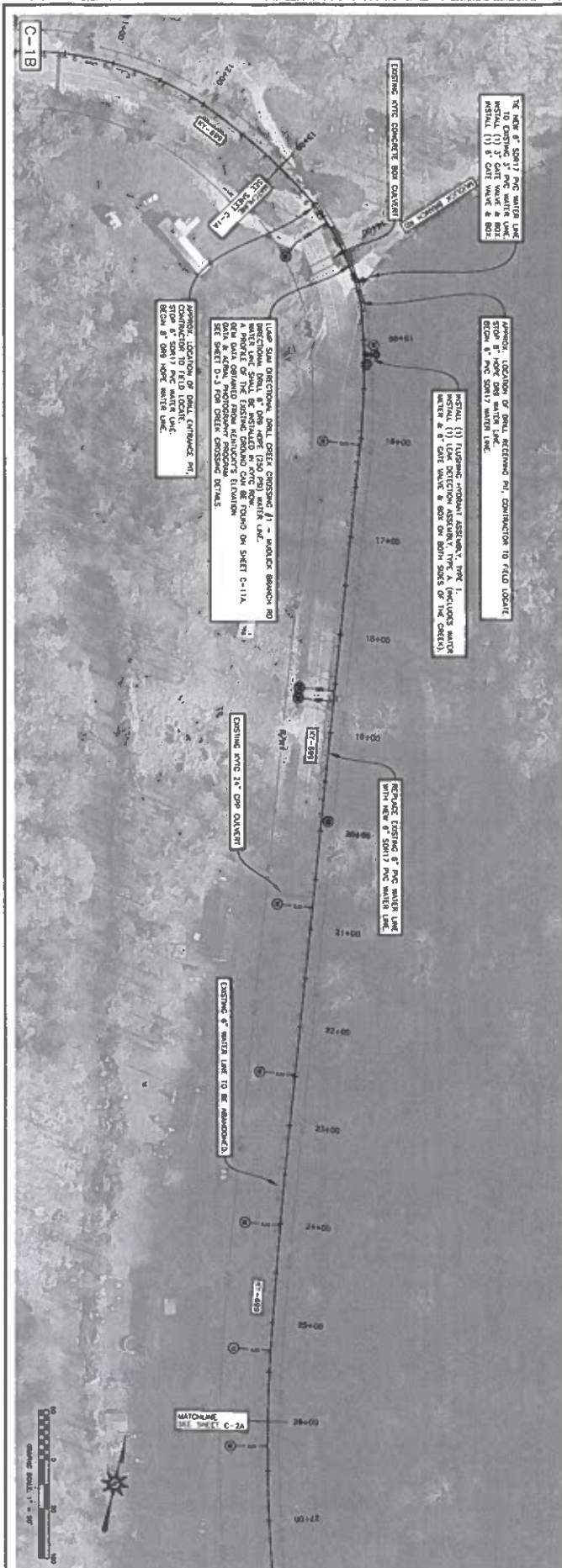
RELEASED FOR:  
DOW REVIEW









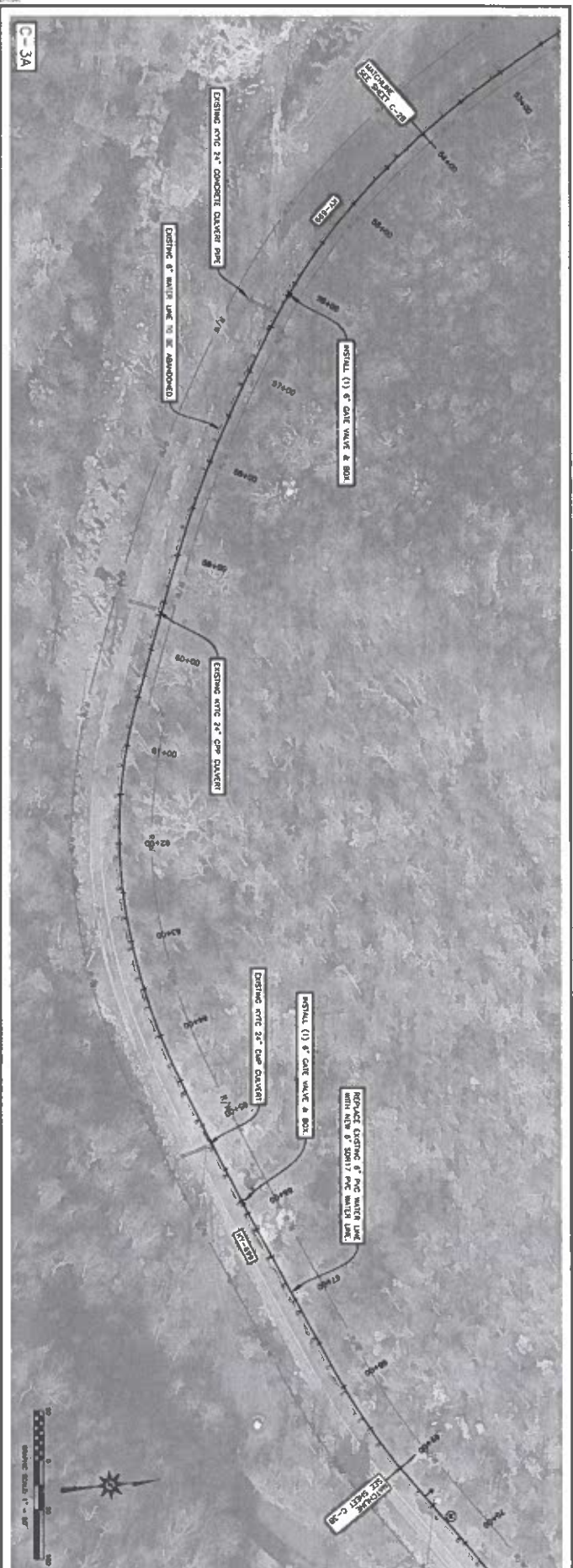
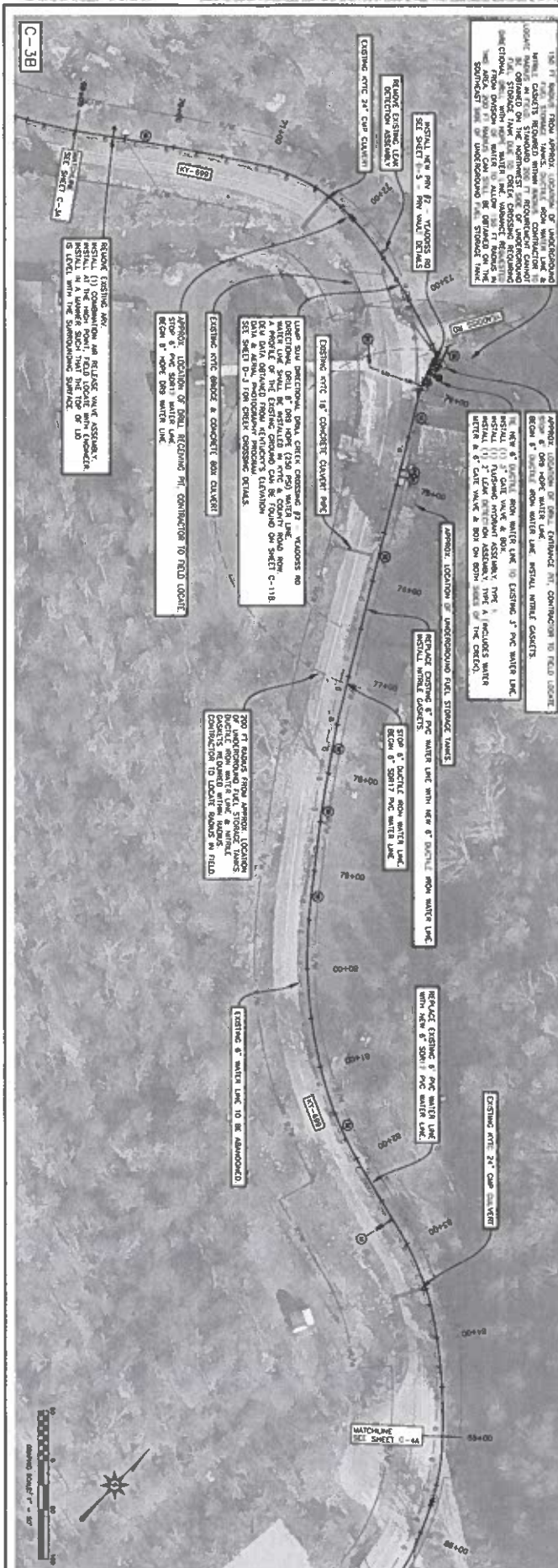


|                             |                                                                                                                                                            |  |                                                                                                               |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------|
| <br>GRAPHIC SCALE: 1" = 50' | <b>nesbitt engineering, inc.</b><br><small>INCORPORATED IN KENTUCKY</small><br>HYDEN-LESUE COUNTY WATER DISTRICT<br>OUTSHIN WATER LINE REPLACEMENT PHASE 1 |  | HYDEN-LESUE COUNTY WATER DISTRICT<br>PO BOX 906<br>356 WENDOVER ROAD<br>HYDEN, KY 41749<br>STA. 0+00 TO 26+00 |
|                             | DATE: APRIL 2025<br>DRAWN BY: SAM<br>CHECKED BY:                                                                                                           |  |                                                                                                               |
|                             | SCALE: 1" = 50'<br>SHEET: C-1                                                                                                                              |  |                                                                                                               |
|                             |                                                                                                                                                            |  |                                                                                                               |









|  |                                                                                               |                 |  |                                                                                            |  |  |                                                                                                                      |  |                            |
|--|-----------------------------------------------------------------------------------------------|-----------------|--|--------------------------------------------------------------------------------------------|--|--|----------------------------------------------------------------------------------------------------------------------|--|----------------------------|
|  | <b>nesbitt engineering, inc.</b><br><small>providing professional services since 1979</small> |                 |  | <b>HYDEN-LESLIE COUNTY WATER DISTRICT</b><br><b>CUTSHIN WATER LINE REPLACEMENT PHASE 1</b> |  |  | <b>HYDEN-LESLIE COUNTY WATER DISTRICT</b><br><b>PO BOX 906</b><br><b>356 WENDOVER ROAD</b><br><b>HYDEN, KY 41749</b> |  | <b>STA. 54+00 TO 85+00</b> |
|  | DATE: APRIL 2025                                                                              | SCALE: 1" = 50' |  |                                                                                            |  |  |                                                                                                                      |  |                            |
|  |                                                                                               |                 |  |                                                                                            |  |  |                                                                                                                      |  |                            |
|  |                                                                                               |                 |  |                                                                                            |  |  |                                                                                                                      |  |                            |



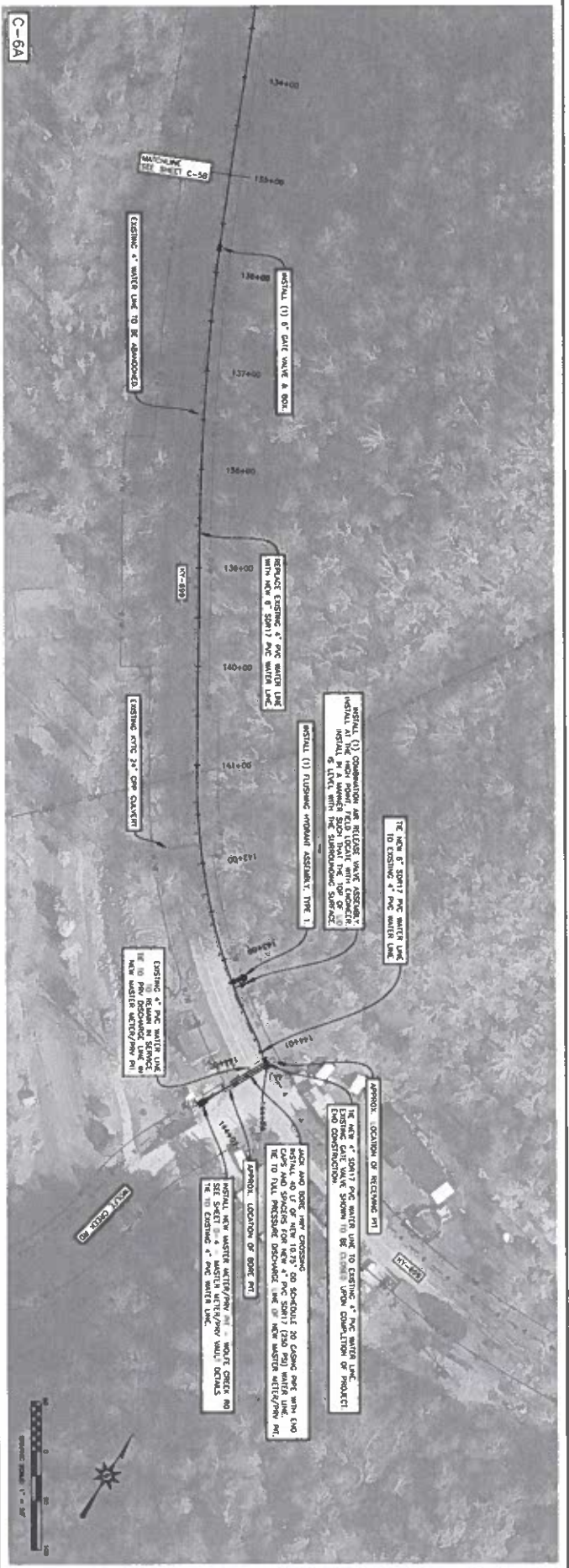






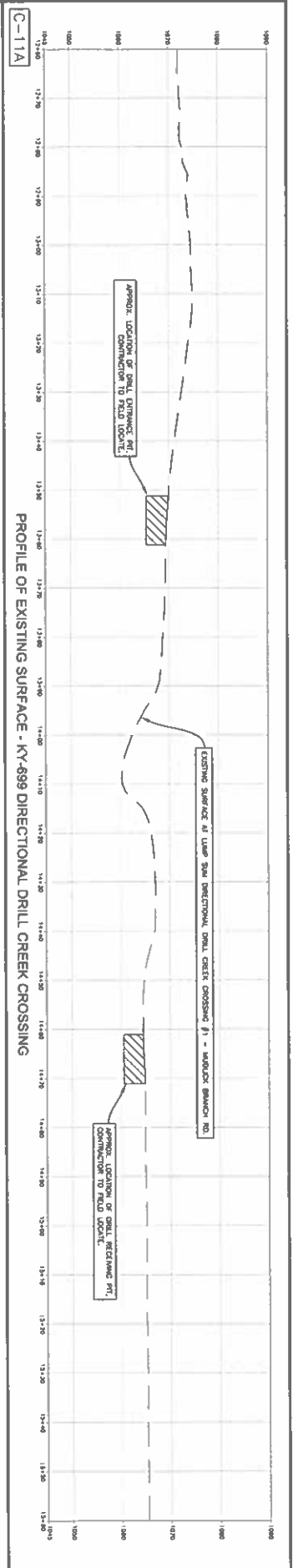


THIS SHEET INTENTIONALLY LEFT BLANK

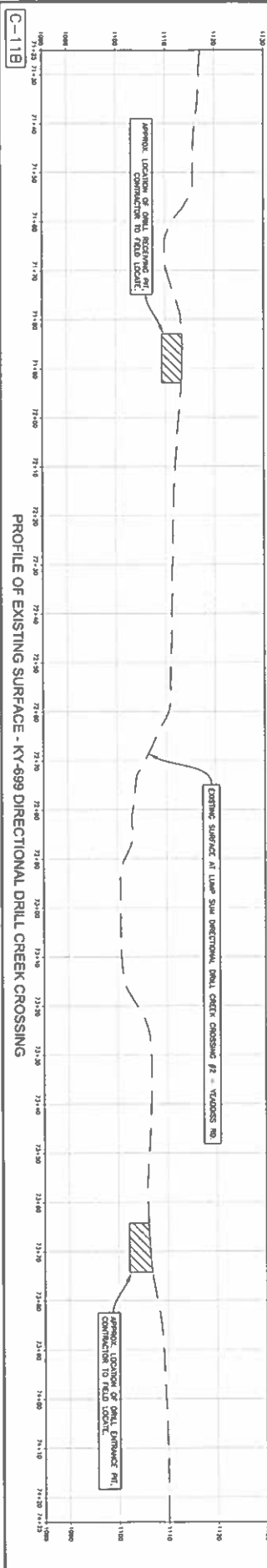


C-6A

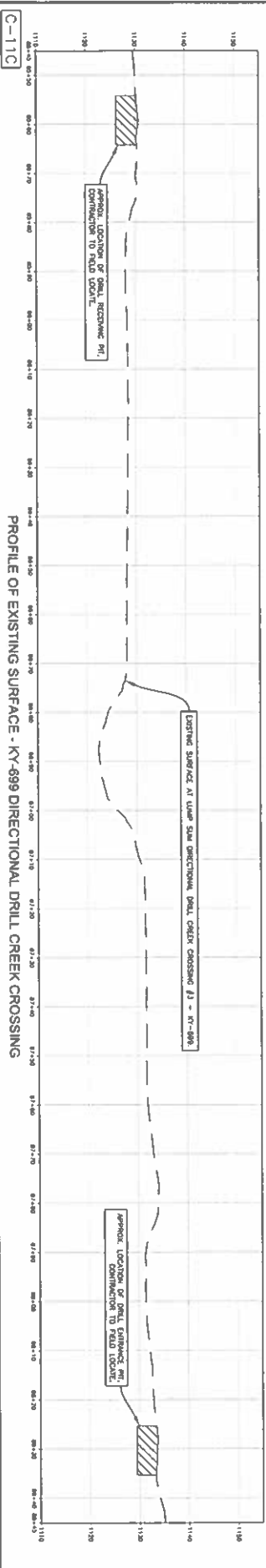
|                                                                                                |                                                                                                                                                                                                                                      |                        |                                                                                     |                                                                                                                                                       |  |
|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  <p>C-6</p> | <p><b>nesbitt engineering, inc.</b><br/> <small>incorporated under the laws of the state of Kentucky</small><br/>                 HYDEN-LESLIE COUNTY WATER DISTRICT<br/>                 OUTSIDE WATER LINE REPLACEMENT PHASE 1</p> |                        |  | <p>HYDEN-LESLIE COUNTY WATER DISTRICT<br/>                 PO BOX 906<br/>                 356 WENDOVER ROAD<br/>                 HYDEN, KY 41749</p> |  |
|                                                                                                | <p>DATE: APRIL, 2025</p>                                                                                                                                                                                                             | <p>SCALE: 1" = 50'</p> |                                                                                     | <p>STA. 135+00 TO 144+74</p>                                                                                                                          |  |
|                                                                                                | <p>PROJECT NO. 1218.07</p>                                                                                                                                                                                                           |                        |                                                                                     |                                                                                                                                                       |  |



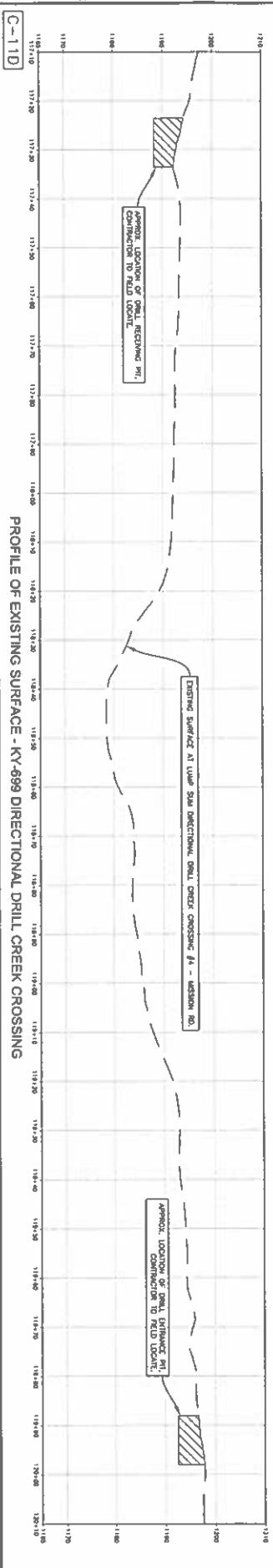
PROFILE OF EXISTING SURFACE - KY-699 DIRECTIONAL DRILL CREEK CROSSING



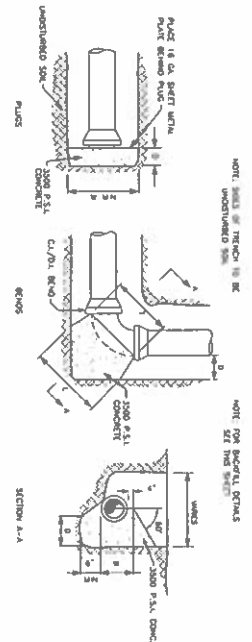
PROFILE OF EXISTING SURFACE - KY-699 DIRECTIONAL DRILL CREEK CROSSING



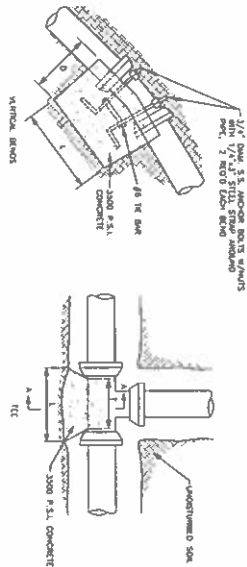
PROFILE OF EXISTING SURFACE - KY-699 DIRECTIONAL DRILL CREEK CROSSING



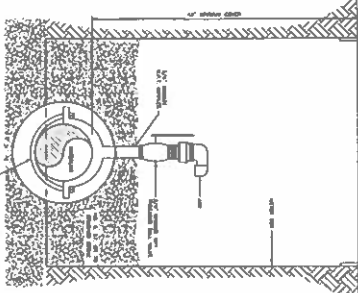
PROFILE OF EXISTING SURFACE - KY-699 DIRECTIONAL DRILL CREEK CROSSING



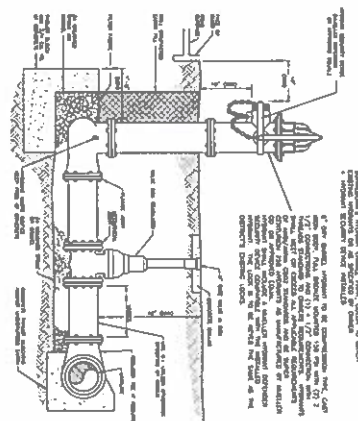
| DATA SETS FOR PHOTON AND NEUTRON MODES |      |          |            |            |            |            |            |            |            |            |               |               |               |
|----------------------------------------|------|----------|------------|------------|------------|------------|------------|------------|------------|------------|---------------|---------------|---------------|
| Case                                   | Size | $\sigma$ | $\sigma^2$ | $\sigma^3$ | $\sigma^4$ | $\sigma^5$ | $\sigma^6$ | $\sigma^7$ | $\sigma^8$ | $\sigma^9$ | $\sigma^{10}$ | $\sigma^{11}$ | $\sigma^{12}$ |
| 0                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 1                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 2                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 3                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 4                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 5                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 6                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 7                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 8                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 9                                      | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 10                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 11                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 12                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 13                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 14                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 15                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 16                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 17                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 18                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 19                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 20                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 21                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 22                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 23                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 24                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 25                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 26                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 27                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 28                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 29                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 30                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 31                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 32                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 33                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 34                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 35                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 36                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 37                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 38                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 39                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 40                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 41                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 42                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 43                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 44                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 45                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 46                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 47                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 48                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 49                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 50                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 51                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 52                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 53                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 54                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 55                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 56                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 57                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 58                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 59                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 60                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 61                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 62                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 63                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 64                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 65                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 66                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 67                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 68                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 69                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 70                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 71                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 72                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 73                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 74                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 75                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 76                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 77                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 78                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 79                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 80                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 81                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 82                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 83                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 84                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 85                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 86                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 87                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 88                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 89                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 90                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 91                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 92                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 93                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 94                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 95                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 96                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 97                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 98                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 99                                     | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |
| 100                                    | 16   | 1        | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1          | 1             | 1             | 1             |



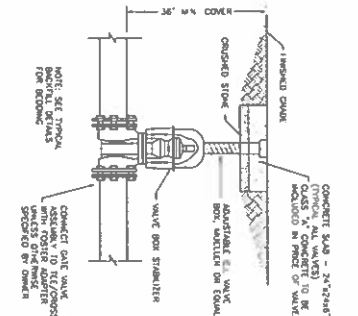
## CONCRETE ANCHOR BLOCKS



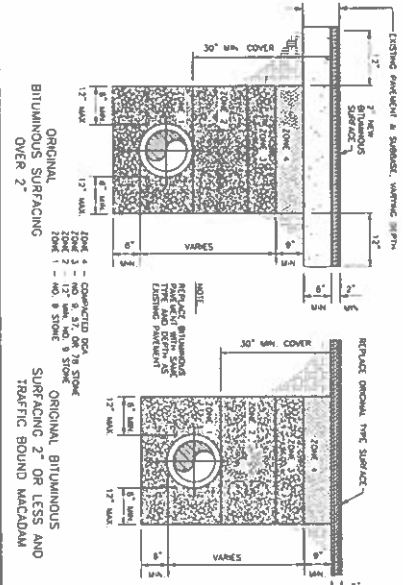
TYPICAL AIR RELIEF VALVE ASSEMBLY



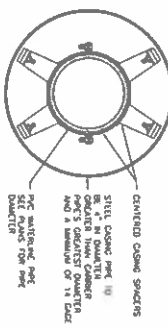
FLUSHING HYDRANT ASSEMBLY, TYPE 1



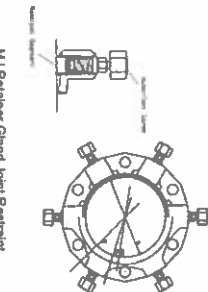
TYPICAL GATE VALVE ASSEMBLY



BITUMINOUS SURFACING  
OVER 2" SURFACING 2" OR LESS AND  
TRAFFIC BOUND MACADAM



en

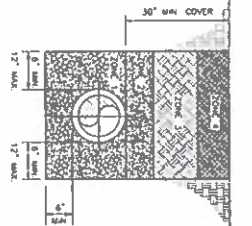


M.J. Retalner Gland Joint Restraint

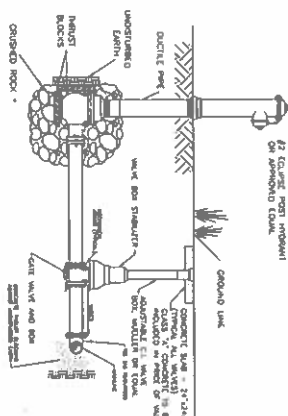
NOTE: CABLE IR PUMP SHALL BE INSTALLED WITHIN CASING AND USING MODEL C-02 POLYETHYLENE CASING JOINTS ARE MANUFACTURED BY ADVANCE PRODUCT & SYSTEMS, INC. OR EQUIVALENT APPROVED BY DUAL, SITE AND SPECIFIC PER MAJOR FACTORIES RECOMMENDATIONS.

### CASING SPACER DETAIL

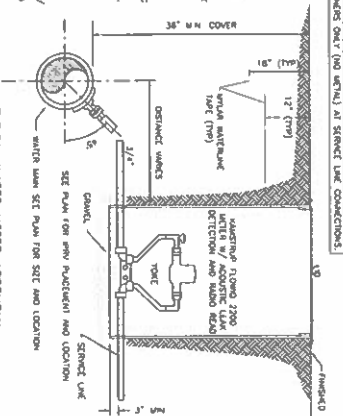
NOTE:  
1. MJ RETAINER GLAND JOINT RESTRAINT SHALL BE USED ALONG WITH CONCRETE ANCHOR BLOCKS AT ALL FITTINGS AS REQUIRED



PIPE LAID IN ROCK  
OR EARTH TRENCH

[illegible]

FLUSHING HYDRANT ASSEMBLY, TYPE 3



TYPICAL WATER METER ASSEMBLY



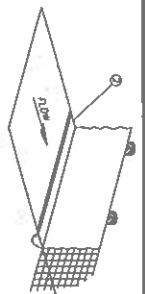
NOTE:  
TEMPORARY BUL. S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



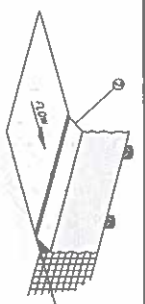
WOODEN STAKES EXTENDING 1'-6" UP INTO DRAINAGE  
PIPE. STAKE SHOULD TOWARD PERIODS AND DRAIN



STRAW BALE SILT CHECK SEDIMENTATION  
CONTROL  
NOT TO SCALE

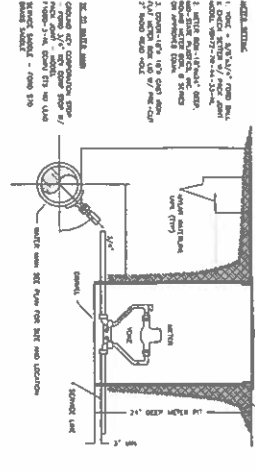


ALTERNATE NO. 1

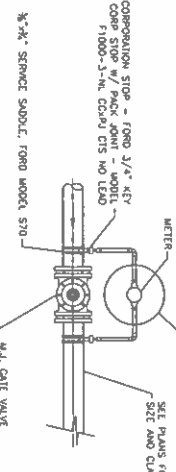


ALTERNATE NO. 2

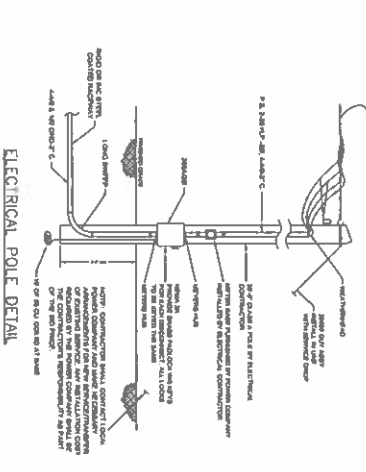
NOTES  
MATERIALS AND CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE STANDARD  
SPECIFICATIONS  
2. THE BOTTOM 12 INCHES OF FILLING SHALL BE BUILT IN A 6 INCH TRENCH  
AND THE REMAINING 6 INCHES OF FILL SHALL BE BUILT IN A 12 INCH TRENCH  
UNTIL THE TOP OF THE FILLING IS REACHED. THE CONSTRUCTION SHALL BE IN THE  
SILT CHECK FENCE SEDIMENTATION CONTROL  
NOT TO SCALE



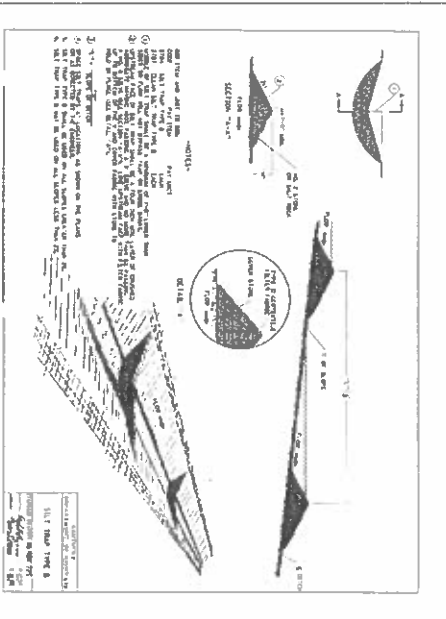
NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



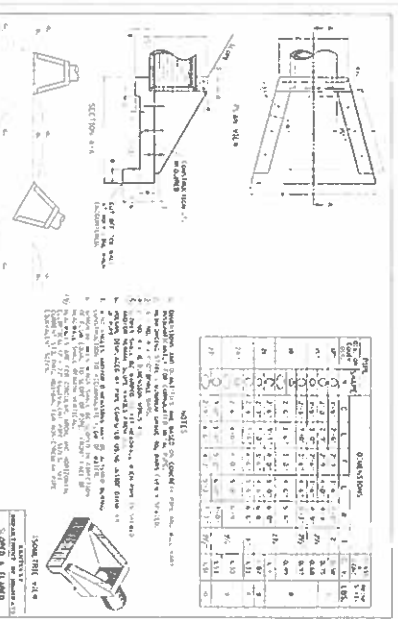
NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



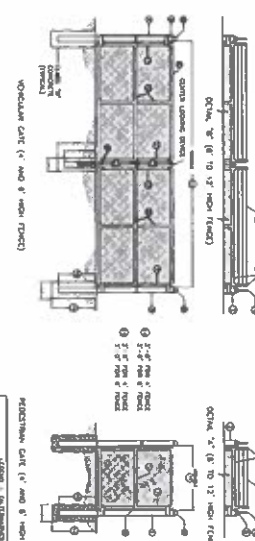
NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



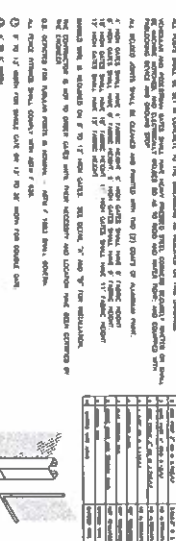
NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



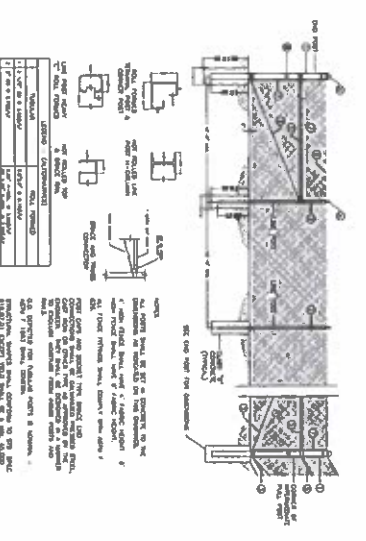
NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL



NOTE: 1. ALL S&L CHECKS SHALL BE PLACED  
DOWNSTREAM OF THE PERMANENT  
CONTROL UNIT. REVISIONS TO CONTROL  
UNIT REVISIONS TO CONTROL

KIT STANDARD DRAWING RDH-020-03

CHAIN LINK FENCE DETAIL

HYDEN-LESLIE COUNTY WATER DISTRICT  
PO BOX 906  
356 WENDOVER ROAD  
HYDEN, KY 41749

STANDARD DETAILS 2



nesbitt engineering, inc.  
HYDEN-LESLIE COUNTY WATER DISTRICT  
OUTSIDE WATER LINE REPLACEMENT PHASE 1

APRIL 2025

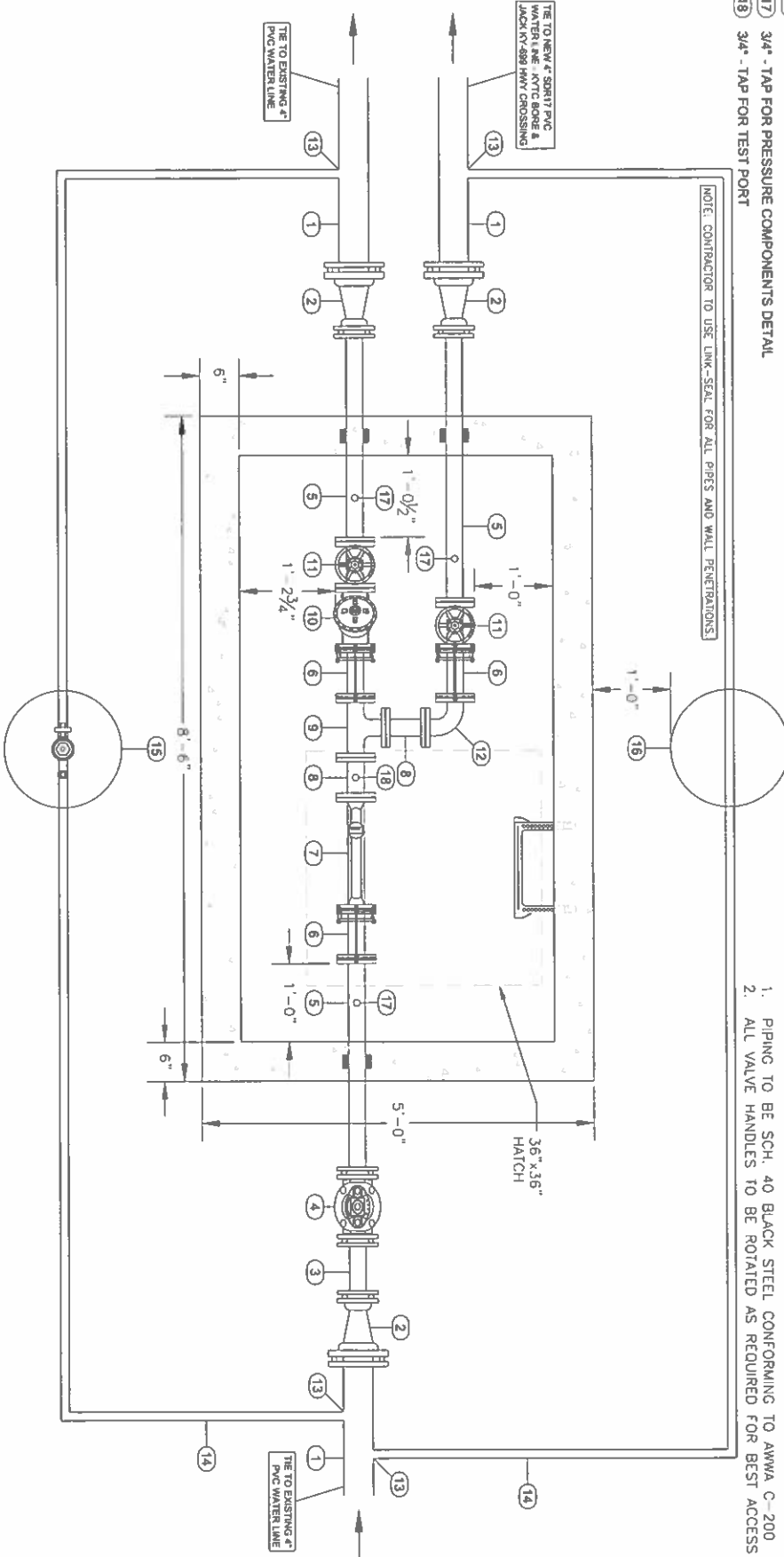
D-2



# LIST OF PARTS

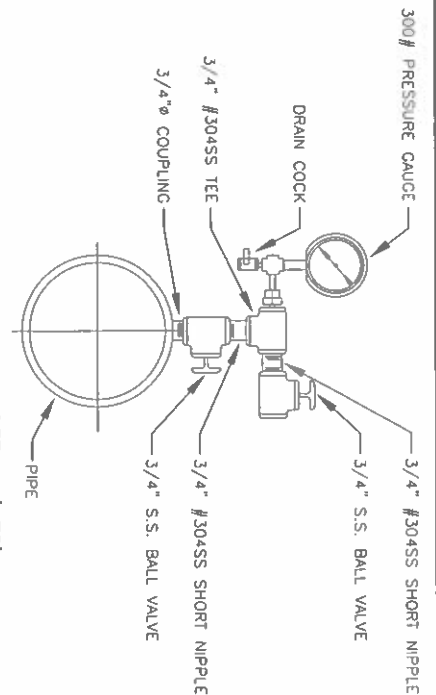
- ① 4" PVC - PEPE - PIPE SDR17
- ② 4" x 2" D.I. - MJMJ - REDUCER
- ③ 2" PVC - PEPE - PIPE SDR17
- ④ 2" D.I. - MJMJ - GATE VALVE AND BOX - MUELLER MODEL
- ⑤ 2" D.I. - FLGPE - PIPE
- ⑥ 2" D.I. - FLGFLG - DISMANTLING JOINT
- ⑦ 2" COMPOSITE - FLGFLG - FLOW METER - KAMSTRUP FLOWIQ 3200 MODEL
- ⑧ 2" D.I. - FLGFLG - PIPE - 6" SPOOL
- ⑨ 2" x 2" D.I. - FLGFLG - TEE
- ⑩ 2" D.I. - FLGFLG - PRESSURE REDUCING VALVE - BERMAD WW-720 MODEL
- ⑪ 2" D.I. - FLGFLG - HAND WHEEL OPERATED GATE VALVE - MUELLER MODEL
- ⑫ 2" D.I. - FLGFLG - ELBOW 90°
- ⑬ 1" CORP STOP AND SERVICE SADDLE - SEE DETAIL SHEET D-1
- ⑭ 1" POLY - PEPE - CL 250 PSI PIPE
- ⑮ 1" WATER METER ASSEMBLY (NO METER) - PRESSURE REDUCING VALVE - ZURN WILKINS 600XL MODEL - SEE DETAIL SHEET D-1
- ⑯ 1" WATER METER ASSEMBLY (INCLUDING METER) - SEE DETAIL SHEET D-1
- ⑰ 3/4" TAP FOR PRESSURE COMPONENTS DETAIL
- ⑱ 3/4" TAP FOR TEST PORT

NOTE: CONTRACTOR TO USE LINK-SEAL FOR ALL PIPES AND WALL PENETRATIONS.



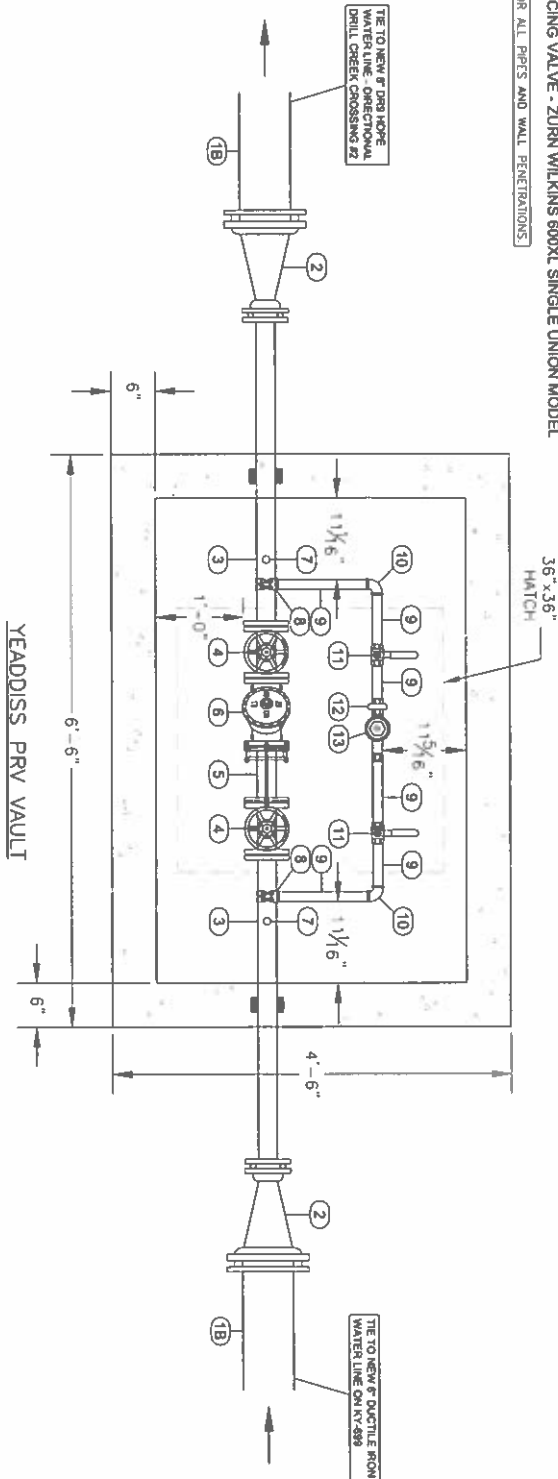
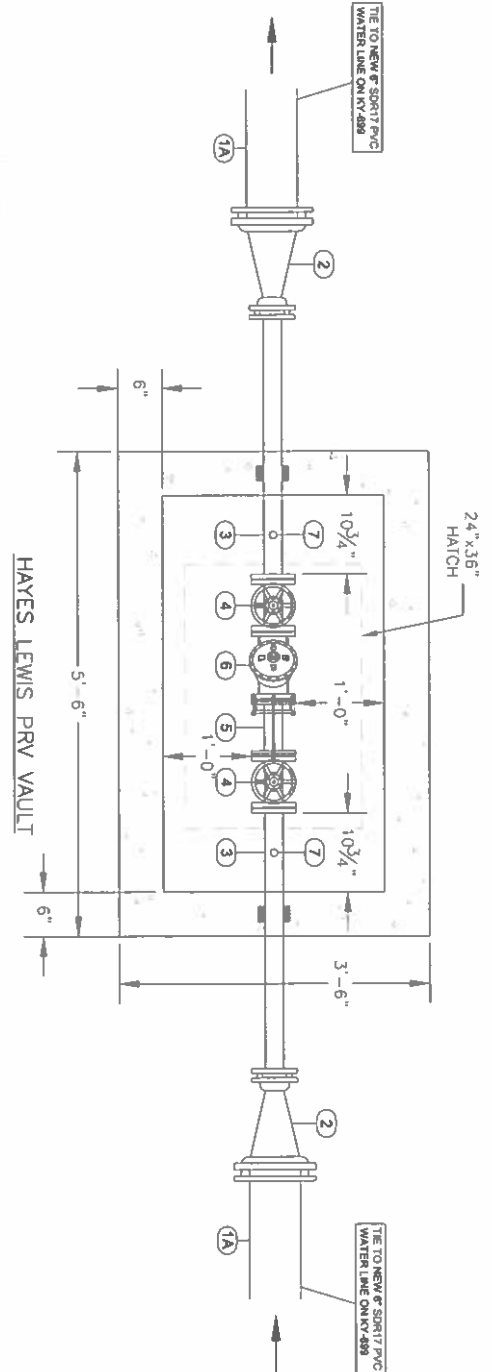
## PRESSURE COMPONENTS DETAIL (NTS)

1. PIPING TO BE SCH. 40 BLACK STEEL CONFORMING TO AWWA C-200
2. ALL VALVE HANDLES TO BE ROTATED AS REQUIRED FOR BEST ACCESS



# LIST OF PARTS

- (1A) 6" PVC, PE-PE - PIPE SDR17
- (1B) 6" D.I. - PE-PE - PIPE
- (2) 6" x 2" - D.I. - M/MU - REDUCER
- (3) 2" - D.I. - FLGPE - PIPE
- (4) 2" - D.I. - FLGFLG - HAND WHEEL OPERATED GATE VALVE - MUELLER MODEL
- (5) 2" - D.I. - FLGFLG - DISMANTLING JOINT
- (6) 2" - D.I. - FLGFLG - PRESSURE REDUCING VALVE - BERGMAN WW-720 MODEL
- (7) 3/4" - TAP FOR PRESSURE COMPONENTS DETAIL - SEE DETAIL SHEET D-4
- (8) 1" - D.I. - SERVICE SADDLE - HYMAX MODEL
- (9) 1" - 316 STAINLESS STEEL - PIPE
- (10) 1" - 316 STAINLESS STEEL - ELBOW 90°
- (11) 1" - 316 STAINLESS STEEL - BALL VALVE
- (12) 1" - COMPOSITE - PRESSURE REDUCING VALVE - ZURN WILKINS 600XL SINGLE UNION MODEL
- (13) (NOTE: CONTRACTOR TO USE UNK-SEAL FOR ALL PIPES AND WALL PENETRATIONS)



# HYDEN LESLIE

Water District

P.O. Box 906  
Hyden, Kentucky 41749  
606-672-2791

April 14th, 2025

Cecil Blair, District Permit Supervisor  
Kentucky Transportation Cabinet  
603 Railroad Ave  
Manchester, KY 40962

RE: Hyden-Leslie County Water District  
Cutshin Water Line Replacement Project – Phase 1  
Leslie County, Kentucky

The Hyden-Leslie Co. Water District's Cutshin Water Line Replacement Project – Phase 1 shall be one contract. For the contract, the contractor shall adhere to the following:

1. The contractor shall be bonded for the entire amount of their respective contract
2. The contractor shall include the Kentucky Transportation Cabinet as additional insured on their certificate of insurance
3. The contractor's performance and payment bonds shall stay in full effect until released by the Kentucky Transportation Cabinet

The Hyden-Leslie Co. Water District will work with Nesbitt Engineering, Inc. to ensure the conditions listed above are adhered to.

Thank you for your time and attention to this matter.

Sincerely,



Larry J. Turner, Manager  
Hyden-Leslie County Water District



**Hyden-Leslie County Water District**

**Cutshin Water Line Replacement Project – Phase 1**

**Traffic Management Plan Narrative**

Before work begins, advisory signs per KYTC Standard Drawing TTC-100-05 and TTC-135-03 shall be installed at all entrances to the project area. A traffic control coordinator is to be provided by the general contractor.

The construction will require lane and shoulder closures along with work within the right-of-way.

Traffic Barrels will be placed on the shoulder and not protruding into the traffic lane as to impede traffic flow.

Normal working hours will be Monday through Friday from 7:00 am to 5:00 pm. The contractor shall be responsible to ensure that the driving lanes are kept clear of debris, materials, equipment, and contractor personnel.

Attached:

KYTC Standard Drawing TTC-100-05

KYTC Standard Drawing TTC-135-03



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 1 of 6

County: Leslie Item No.: \_\_\_\_\_

Federal Project No.: \_\_\_\_\_

**Project Description:**

This project includes the replacement of approximately 14,400 LF of water line (along KY-699) and installation of approximately 10,220 LF of new water line (along county roads) & associated appurtenances near Cutshin, KY.

Roadway Classification: ☐ Urban ☒ Rural  
☐ Local ☒ Collector ☐ Arterial ☐ Interstate

ADT (current) 444 AM Peak Current \_\_\_\_\_ PM Peak Current \_\_\_\_\_ % Trucks 14.05

Project Designation: ☐ Significant ☒ Other: \_\_\_\_\_

**Traffic Control Plan Design:**

Taper and Diversion Design Speeds N/A

Minimum Lane Width N/A

Minimum Shoulder Width N/A

Minimum Bridge Width N/A

Minimum Radius N/A

Maximum Grade N/A

Minimum Taper Length N/A

Minimum Intersection Level of Service N/A

Existing Traffic Queue Lengths N/A

Projected Traffic Queue Lengths N/A

**Comments:**

No construction in the road surface is proposed. Water line construction is proposed in the KY-699 right-of-way. Lane and shoulder closure will be required for installation of new water lines. After construction of the water lines is complete, all areas will be re-graded for positive drainage and be reseeded to original condition.



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 2 of 6

Item No. \_\_\_\_\_

**Discussion:**

|                                                                                                          |                                                                     |
|----------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>1) Public Information Plan</b>                                                                        |                                                                     |
| a) Prepare with assistance from <input type="checkbox"/> KYTC or <input checked="" type="checkbox"/> N/A |                                                                     |
| b) Identify Trip Generators N/A                                                                          | f) Railroad Involvement N/A                                         |
| c) Identify Types of Road Users N/A                                                                      | g) Address Pedestrians, Bikes<br>Mass Transit N/A                   |
| d) Public Information Message N/A                                                                        | h) Address Timing, Frequency, Updates,<br>Effectiveness of Plan N/A |
| e) Public Information Strategies<br>to be used N/A                                                       | i) Police & Other<br>Emergency Services N/A                         |



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 3 of 6

Item No. \_\_\_\_\_

**2) Temporary Traffic Control Plan (For Each Phase of Construction)**  
**Phase I**

| <b>Exposure Control Measures</b>                            |            | <b>Positive Protection Measures</b>                                                                                                                                  |     |
|-------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| a) Is Road Closure Allowed<br>Type: Single Lane             | Referenced | a) Address Drop Off<br>Protection Criteria                                                                                                                           | N/A |
| b) Detour Conditions                                        | N/A        | b) Temporary Barrier Requirements                                                                                                                                    | N/A |
| c) Working Hour Restrictions                                | Referenced | c) Evaluation of Existing Guardrail<br>Conditions                                                                                                                    | N/A |
| d) Holiday or Special Event<br>Work Restrictions            | N/A        | d) Address Temporary Drainage                                                                                                                                        | N/A |
| e) Evaluation of<br>Intersection LOS                        | N/A        | <b>Uniformed Law Enforcement<br/>Officers</b>                                                                                                                        | N/A |
| f) Evaluation of Queue Lengths                              | N/A        | <b>Payment for Traffic Control*</b>                                                                                                                                  |     |
| g) Evaluation of User Costs and<br>Incentives/Disincentives | N/A        | a) Method of Project Bidding                                                                                                                                         | N/A |
| h) Address Pedestrians, Bikes,<br>Mass Transit              | N/A        | b) Special Notes                                                                                                                                                     | N/A |
| <b>Work Vehicles and<br/>Equipment</b>                      | N/A        | *Payment for traffic control items shall be in<br>accordance with the Kentucky Department of<br>Highways Standard Specifications for Road and<br>Bridge Construction |     |

Comments:

See attached narrative for lane and shoulder closure.



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 4 of 6

Item No. \_\_\_\_\_

| <b>2) Temporary Traffic Control Plan (For Each Phase of Construction)<br/>Phase</b> |                                                                                                                                                             |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exposure Control Measures</b>                                                    | <b>Positive Protection Measures</b>                                                                                                                         |
| a) Is Road Closure Allowed Type: N/A                                                | a) Address Drop Off Protection Criteria N/A                                                                                                                 |
| b) Detour Conditions N/A                                                            | b) Temporary Barrier Requirements N/A                                                                                                                       |
| c) Working Hour Restrictions N/A                                                    | c) Evaluation of Existing Guardrail Conditions N/A                                                                                                          |
| d) Holiday or Special Event Work Restrictions N/A                                   | d) Address Temporary Drainage N/A                                                                                                                           |
| e) Evaluation of Intersection LOS N/A                                               | <b>Uniformed Law Enforcement Officers</b> N/A                                                                                                               |
| f) Evaluation of Queue Lengths N/A                                                  | <b>Payment for Traffic Control*</b>                                                                                                                         |
| g) Evaluation of User Costs and Incentives/Disincentives N/A                        | a) Method of Project Bidding N/A                                                                                                                            |
| h) Address Pedestrians, Bikes, Mass Transit N/A                                     | b) Special Notes N/A                                                                                                                                        |
| <b>Work Vehicles and Equipment</b> N/A                                              | *Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction |
| <b>Comments:</b><br>Construction to be completed in a single phase.                 |                                                                                                                                                             |



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 5 of 6

Item No. \_\_\_\_\_

| <b>2) Temporary Traffic Control Plan (For Each Phase of Construction)<br/>Phase</b> |                                                                                                                                                             |
|-------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exposure Control Measures</b>                                                    | <b>Positive Protection Measures</b>                                                                                                                         |
| a) Is Road Closure Allowed Type: N/A                                                | a) Address Drop Off Protection Criteria N/A                                                                                                                 |
| b) Detour Conditions N/A                                                            | b) Temporary Barrier Requirements N/A                                                                                                                       |
| c) Working Hour Restrictions N/A                                                    | c) Evaluation of Existing Guardrail Conditions N/A                                                                                                          |
| d) Holiday or Special Event Work Restrictions N/A                                   | d) Address Temporary Drainage N/A                                                                                                                           |
| e) Evaluation of Intersection LOS N/A                                               | <b>Uniformed Law Enforcement Officers</b> N/A                                                                                                               |
| f) Evaluation of Queue Lengths N/A                                                  | <b>Payment for Traffic Control*</b>                                                                                                                         |
| g) Evaluation of User Costs and Incentives/Disincentives N/A                        | a) Method of Project Bidding N/A                                                                                                                            |
| h) Address Pedestrians, Bikes, Mass Transit N/A                                     | b) Special Notes N/A                                                                                                                                        |
| <b>Work Vehicles and Equipment</b> N/A                                              | *Payment for traffic control items shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction |
| Comments:                                                                           |                                                                                                                                                             |
| Construction to be completed in a single phase.                                     |                                                                                                                                                             |



Kentucky Transportation Cabinet  
Division of Highway Design  
**TRAFFIC MANAGEMENT PLAN**

12/2010  
Page 6 of 6

Item No. \_\_\_\_\_

**APPROVAL:**

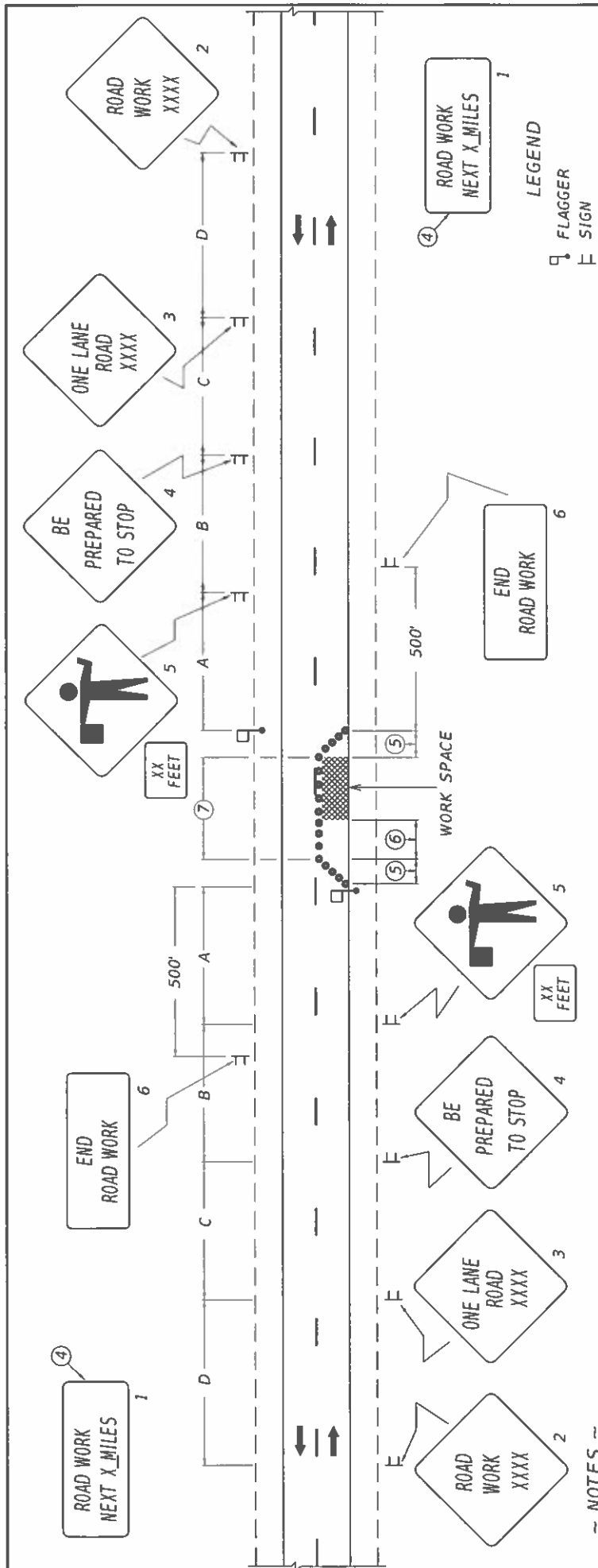
\_\_\_\_\_  
Project Manager Date

\_\_\_\_\_  
Project Delivery and Preservation Manager Date

\_\_\_\_\_  
Engineering Support Manager Date

\_\_\_\_\_  
FHWA Representative Date

**Revisions to the TMP require review/approval by the signatories.**



DRAWING NOT TO SCALE

KENTUCKY

DEPARTMENT OF HIGHWAYS

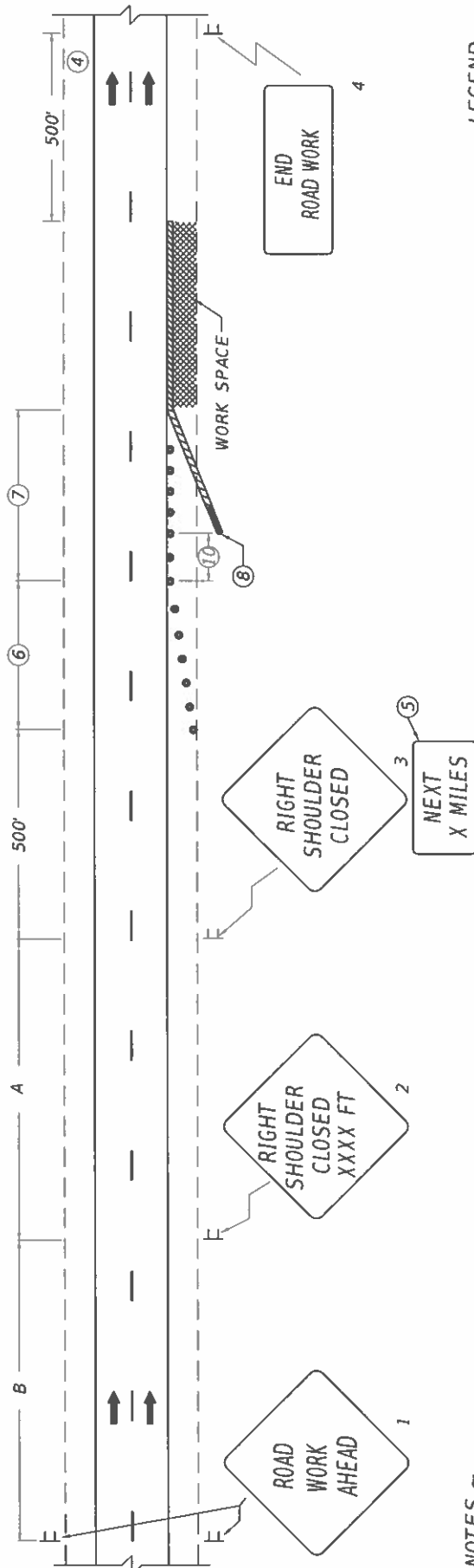
LANE CLOSURE  
TWO-LANE HIGHWAYSTANDARD DRAWING NO. TTC-100-05  
SUBMITTED *B. G. W.* 02-26-20  
DIRECTOR OF TRANSPORTATION

SIGNING AND SPACING TABLE

| ROAD TYPE              | A     | B    | C     | D     |
|------------------------|-------|------|-------|-------|
| EXPRESSWAY/<br>FREEWAY | 1000' | 500' | 1100' | 2600' |
| SP. LT. $\geq$ 45 MPH* | 500'  | 500' | 500'  | 1100' |
| SP. LT. $\leq$ 40 MPH* | 250'  | 250' | 250'  | 250'  |

BID ITEMS AND UNIT TO BID  
EACH  
LANE CLOSURE  
REFER TO SECTION 112 OF STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE  
CONSTRUCTION, CURRENT EDITION.





# ~ NOTES ~

1. THE SIZE OF SIGNS 1 THRU 3 SHALL BE 48" X 48" WITH 30" X 24" SUPPLEMENTAL PLAQUES FOR EXPRESSWAYS/FREEWAYS. THE MINIMUM SIZE OF SIGNS 1 THRU 3 SHALL BE 36" X 36" WITH 24" X 18" SUPPLEMENTAL PLAQUES FOR OTHER ROADWAYS. SIGN NO. 4 SHALL BE 48" X 24" FOR EXPRESSWAYS/FREEWAYS AND 36" X 18" FOR OTHER ROADWAYS. A FREEWAY IS AS A DIVIDED HIGHWAY WITH FULL CONTROL OF ACCESS. AN EXPRESSWAY IS DEFINED AS A DIVIDED HIGHWAY WITH PARTIAL CONTROL OF ACCESS.
2. SIGN 1 SHALL NOT BE DUAL-MOUNTED ON TWO-LANE, TWO-DIRECTION HIGHWAYS OR ON MULTI-LANE HIGHWAYS WHERE MEDIAN IS NOT WIDE ENOUGH TO MAINTAIN LATERAL CLEARANCES SHOWN IN THE MUTCD. SIGNS 2 AND 3 SHALL BE INSTALLED ONLY ON THE SIDE OF THE AFFECTED SHOULDER.
3. DRUMS SHALL BE USED IN LIEU OF CONES IF CLOSURE EXTENDS INTO NIGHTTIME HOURS. GRABBER CONES MAY BE USED IN LIEU OF DRUMS IF THE USE OF DRUMS WOULD RESULT IN LANES THAT ARE TOO NARROW OR AN UNACCEPTABLE SITUATION BASED ON ENGINEERING JUDGMENT.
4. ON TWO-LANE TWO-DIRECTION HIGHWAYS, SIGNS 1 THRU 3 SHALL BE INSTALLED ON THE APPROACH WITH THE RIGHT SHOULDER CLOSED. A "ROAD WORK AHEAD" AND "SHOULDER WORK" SIGN SHALL BE INSTALLED ON THE OPPOSITE APPROACH. THE "SHOULDER WORK" SIGN SHALL BE MOUNTED IN ADVANCE OF THE CLOSURE AT A SPACING OF "A" (SEE SIGNING AND SPACING TABLE). AN ADDITIONAL "ROAD WORK AHEAD" SIGN SHALL BE INSTALLED IN ADVANCE OF THE "SHOULDER WORK" SIGN AT A SPACING OF "B".
5. WHEN THE END OF THE CLOSURE CANNOT BE SEEN BY ROAD USERS, A "NEXT X MILES" PLAQUE SHALL BE INSTALLED BELOW THE "SHOULDER CLOSED" SIGN. THE PLAQUE SHALL BE 36" X 30" FOR EXPRESSWAYS/FREEWAYS AND 24" X 18" FOR OTHER ROADWAYS.
6. TAPER LENGTH SHALL BE 0.33 L. SPACING OF CHANNELIZING DEVICES THROUGH THE SHOULDER TAPER SHOULD BE 40'.
7. SPACING OF CHANNELIZING DEVICES THROUGH THE REMAINDER OF THE CLOSURE SHOULD BE 80'.
8. TEMPORARY TRAFFIC BARRIER SHALL BE REQUIRED ONLY IF DESIGNATED ELSEWHERE IN THE PLANS. IN ORDER TO MITIGATE THE EFFECT OF STRIKING THE END OF A TEMPORARY TRAFFIC BARRIER, THE END SHALL BE INSTALLED IN ACCORDANCE WITH THE ROADSIDE DESIGN GUIDE BY FLARING (SEE TABLE) UNTIL THE END IS OUTSIDE THE ACCEPTABLE CLEAR ZONE OR BY PROVIDING CRASHWORTHY END TREATMENTS. FLATTER FLARE RATES MAY BE USED.
9. THE COLOR OF BARRIER WALL DELINEATORS SHALL MATCH THE COLOR OF THE EDGE LINE THAT THEY SUPPLEMENT.
10. BUFFER SPACE (OPTIONAL). REFER TO TABLE 6C-2 OF THE MUTCD FOR GUIDANCE ON BUFFER SPACE LENGTH.

BID ITEMS AND UNIT TO BID  
REFER TO SECTION 112 OF STANDARD SPECIFICATIONS FOR  
ROAD AND BRIDGE CONSTRUCTION, CURRENT EDITION.

| MAXIMUM FLARE RATES FOR<br>TEMPORARY TRAFFIC BARRIER |      |      |      |
|------------------------------------------------------|------|------|------|
| DESIGN<br>SPEED<br>MPH                               | 70   | 60   | 50   |
| FLARE<br>RATE                                        | 15:1 | 14:1 | 11:1 |

| SIGNING AND SPACING TABLE |       |       |      |
|---------------------------|-------|-------|------|
| ROAD TYPE                 | A     | B     | L    |
| EXPRESSWAY/<br>FREEWAY    | 1000' | 1600' | 840' |
| SP. LT. $\geq$ 45 MPH*    | 500'  | 500'  | 680' |
| SP. LT. $\leq$ 40 MPH*    | 500'  | 500'  | 320' |

DRAWING NOT TO SCALE

KENTUCKY

DEPARTMENT OF HIGHWAYS

SHOULDER CLOSURE

STANDARD DRAWING NO. TTC-135-03

SUBMITTED BY *B. G. G. G.* DATE 02-26-20.

DESIGNED BY *B. G. G. G.*

CHECKED BY *B. G. G. G.*

10251 CUTSHIN RD/  
KENNY ADAMS FAMILY CEM.

KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT

FRONTAGE RIGHTS WAIVER

I (we), Joe Adams, hereby consent to the granting of the permit requested by the applicant along Route KY-699, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Joe Adams,  
subscribed and sworn by Joe Adams, on this date  
July 31 2025.

STATE OF KENTUCKY

COUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by JOE ADAMS, on this the 31<sup>ST</sup> day of July, 2025.

Seth Melton  
Notary Public

My commission expires 7/8/29.

ID NO: KYNP/01527

10451 CUTSHIN RD

**KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT  
FRONTAGE RIGHTS WAIVER**

I (we), Glen Hendrix, hereby consent to the granting of the permit requested by the applicant along Route KY-699, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Glen Hendrix,  
subscribed and sworn by Glen Hendrix, on this date  
7-31-2025.

STATE OF KENTUCKY

COUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by Glen Hendrix, on this the 31<sup>st</sup> day of July, 2025.

Jeff Metton  
Notary Public

My commission expires 7/8/29.

ID NO: KYNP101527

11545 CUTSHIN RD  
11557 CUTSHIN RD

KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT

FRONTAGE RIGHTS WAIVER

I/we, HAYES LEWIS, hereby consent to the granting of the permit requested by the applicant along Route KY-699, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Hayes Lewis,  
subscribed and sworn by HAYES LEWIS, on this date  
08.04.2025.

STATE OF KENTUCKY

COUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by Hayes Lewis, on this the 4<sup>TH</sup> day of August, 2025.

Seth Melton  
Notary Public

My commission expires 7/8/29.

ID NO: KYNP101527

11987 CUTSHAW RD

## KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT

## FRONTAGE RIGHTS WAIVER

I (we), Vicky Boggs, hereby consent to the granting of the permit requested by the applicant along Route KY 99, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Vicky Boggs,  
subscribed and sworn by Vicky Boggs, on this date  
July 30, 2025.

STATE OF KENTUCKYCOUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by Vicky Boggs, on this the 30<sup>th</sup> day of July, 2025.

J. H. Melton  
Notary Public

My commission expires 7/8/29.ID NO: KYNP101527

12223 CUTSHIN

## KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT

## FRONTAGE RIGHTS WAIVER

I (we), Mildred Joseph, hereby consent to the granting of the permit requested by the applicant along Route KY-699, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Mildred Joseph,  
subscribed and sworn by Mildred Joseph, on this date  
8-4-25.

STATE OF KENTUCKYCOUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by Mildred Joseph, on this the 4<sup>th</sup> day of August, 2025.

Jeff Melton  
Notary Public

My commission expires 7/8/29.ID NO: KYNP/01527

12401 CUTSHIN RD

## KENTUCKY TRANSPORTATION CABINET ENCROACHMENT PERMIT

## FRONTAGE RIGHTS WAIVER

I (we), Cutshin Bible Church, hereby consent to the granting of the permit requested by the applicant along Route KY-699, which permit does affect frontage rights along my (our) adjacent real property.

By signature(s) Dwight Lewis - Treasurer,  
 subscribed and sworn by Dwight Lewis Treasurer, on this date  
8/04/2025.

STATE OF KENTUCKYCOUNTY OF LESLIE

I do hereby certify that the foregoing document was duly signed and acknowledged before me by Dwight Lewis, on this the 4<sup>TH</sup> day of August, 2025.

Jeff Melton  
 Notary Public

My commission expires 7/8/29.ID NO: KYNP101527

# **EXHIBIT J**



Newspaper Affidavit

I, Christy Napier, Editor of The Leslie County News, published at Main Street, Hyden, Kentucky 41749 and having the largest circulation of any newspaper in Leslie County, Kentucky do hereby certify that from my own knowledge and a check of the files of this newspaper that the advertisement of: Advertisement for Bids Hyden-Leslie Water District

Cobbin Line Replacement for Hyden-Leslie Water District

P.O. Box 906, 356 Wendover Road, Hyden, KY 41749 was inserted in The Leslie County News on the following dates:

Date: September 4, 2025 Page 2 Column 4-6

  
Christy Napier, Editor

STATE OF KENTUCKY

SCT.

COUNTY OF LESLIE

I, \_\_\_\_\_, Notary Public, State at Large, do hereby certify that the above newspaper affidavit was subscribed and sworn to before me by Christy Napier, Editor, on this the \_\_\_\_\_ day of \_\_\_\_\_, 202.

NOTARY PUBLIC \_\_\_\_\_

MY COMMISSION EXPIRES \_\_\_\_\_

COMMONWEALTH OF KENTUCKY

41ST Judicial District

LESLIE CIRCUIT COURT

CIVIL ACTION NO.: 25-CI-00019

SARI MAHARNI and  
Morgan ruefle,

plaintiff,

VS.

James Conrad Burkett, III  
RTLIF-KY, LLC and Leslie  
County,

DEFENDANTS.

NOTICE OF SALE

By virtue of the Judgment and Order of Sale of the Leslie Circuit Court granted on the 29th day of July, 2025 and filed in the office of the Leslie Circuit Clerk, for the sum of what it will bring, I shall proceed to offer for sale at the Courthouse door in the City of Hyden, Kentucky, to the highest and best bidder at public auction on **Wednesday, the 24th day of September, 2025**, at the hour of **11:00 A.M.**, or thereabouts, for cash or ten (10%) percent down, with the balance to be paid within thirty (30) days, the following described property to-wit:

That the real property owned by the defendant, James Conrad Burkett, III, as set forth in the deed from Douglas Vincent Wiles and wife Amy Wiles and Kevin David Wiles and wife Joanna Wiles and Todd Anthony Wiles and wife Dawn Wiles to James Conrad Burkett, III, by Deed dated December 18, 2020, recorded in Deed Book 210, Page 242, and being Tract 2 only, Leslie County Clerk’s office and bounded and described as follows, to-wit:

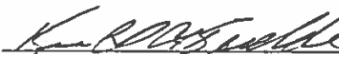
MAP ID: 120-00-00-013.00

Tract 2:

Lying and being in Leslie County, Kentucky and in the head of Long Fork of Trace Branch, a tributary of the Middle Fork of the Kentucky River and bounded and described as follows, to-wit:

Beginning in the branch on a rock; thence up the hill with EM. Huff line to top of ridge near Mill Branch of Grassy Branch; thence running with the ridge between the head waters of Grassy Branch and Long Fork of Trace Branch to the Perry County line on said ridge; thence continue the ridge on around the ridge hack to the E.M. Huff line: thence down the hill with the E.M. Huff line to the branch to the beginning.

This property will be sold for cash or ten percent (10%) down, with thirty (30) days to pay the balance at the option of the purchaser. Unless the purchaser so elects to pay cash, the purchaser of the property so sold shall give bond for the purchase price with good surety approved by the Master Commissioner in making the sale, which bond shall be payable to the Master Commissioner and shall bear interest at the rate of six (6%) percent per annum from the date thereof until paid. The bond shall have the full force and effect of the judgment and should execution be issued thereon, no replevy shall be allowed. A lien shall exist and be retained by the Master Commissioner on the property so sold under this Judgment as security for the purchase money.



KENNETH A. BUCKLE, ESQ.  
MASTER COMMISSIONER  
LESLIE CIRCUIT COURT

CERTIFICATE

This will certify that a true and correct copy of the foregoing was served via KCOJ eFiling and/or U.S. Mail, First Class, postage prepaid, upon the following:

John T Aubrey  
214 Town Branch Road  
Manchester, KY 40962

James Conrad Burkett III  
2847 Mt. Gallant Road  
Rock Hill, SC 29732

Hon. Leroy Lewis  
County Attorney Leslie  
21951 Main St.  
P.O. Box 915  
Hyden, KY 41749

This 25th day of August, 2025.



KENNETH A. BUCKLE, ESQ.

**Fiscal Court Meeting**

from front

John Newell and seconded by Magistrate Russell Brock. Roll call was unanimous.

**Agenda Item 9. Approval of change order 003 for Leeco Park Project from Mcknight & Associates. Motion to approve was made by Magistrate Dusty Baker and seconded by Magistrate Russell Brock. Roll call was unanimous.**

**Agenda Item 10. Approval of Designation of 504/ADA Coordinator and Title VI Coordinator to be Jennifer L. Bowling. Motion to approve was made by Magistrate John Newell and seconded by Magistrate Russell Brock. Roll call was unanimous.**

**Agenda Item 11. Approval for Treasurer to open a bank account for CBGP Wilder Branch Pump Station Project. Motion to approve was made by Magistrate John Newell and seconded by Magistrate Russell Brock. Roll call was unanimous.**

**Agenda Item 12. Approval of transfers. Motion to approve was made by Magistrate Dusty Baker and seconded by Magistrate Russell Brock. Roll call was unanimous.**

**Agenda Item 13. Other Business. Motion to adjourn was made.**

**Hunting seasons opening soon**

from front

as well as the Chronic Wasting Disease pages on the Kentucky Fish and Wildlife website for complete information on restrictions for the CWD zone. Updates on baiting, check stations and CWD Sample Drop-off Sites are included. Kentucky’s fall hunting seasons kicked off Aug. 16, 2025, with the opening of the fall squirrel season. The season closes briefly on Nov. 8, 2025, for the start of modern gun season for deer, then reopens Nov. 10 and runs until Feb. 28, 2026. Squirrels present one of the greatest opportunities for hunters due to the high density of the species and relative ease to hunt them. Bear hunters have additional opportunity this fall. Clinton and Wayne counties are now open to hunting, forming a new Bear Zone 3. Season dates for Zone 3 include a hunt with dogs season Oct. 20-24 and Oct. 30-Nov. 7, 2025. Archery/crossbow season is open Sept. 20-Oct. 3 and Oct. 25-29, 2025, and firearm season is open Dec. 13-17, 2025. The opening of dove season is Sept. 1. That also happens to be Labor Day this year, presenting an opportunity for hunters to hit the field if they are off work for the holiday. A new regulation affects public land hunters in 2025. Dove hunters may not use decoys on department-controlled lands during the month of September. “The goal of our public dove fields is to provide a safe and quality hunting experience to as many people as we can,” said John Brunjes, waterfowl and migratory bird program coordinator. “Eliminating decoys on our public fields during their busiest time helps to accomplish that.”

The Kentucky Hunting Guide for Migratory Birds and Waterfowl is an important resource to view season dates and bag limits. The teal hunting season is reduced to five days this fall and the daily harvest limit for pintail ducks is now three birds. Changes have also been made to the standby hunt procedure at Ballard and Boatright Wildlife Management Areas (WMAs). Unless they are Kentucky residents hunting on their own property, hunters born after 1974 must be hunter education certified. This applies to all hunting and species. Schedules for hunter safety courses are available on the department’s Hunter Education webpage. For questions and more information about the fall hunting seasons, contact the Kentucky Fish and Wildlife information center by calling 1-800-858-2549 Also, visit the Kentucky Fish and Wildlife website at fw.ky.gov.

Kentucky Power's Investment in Eastern Kentucky



Stable, Affordable Generation

- Planning new generation to enhance energy independence.
- Driving economic development initiatives.
- Supporting local non-profits.

Our goal is to create positive change in the region by attracting people and industries back to eastern Kentucky.

We are committed to minimizing customer impacts and being transparent throughout this process.

Customer-Friendly Options

- Rates designed to reduce seasonal spikes for customers who use the most electricity.
- FlexPay, which takes advantage of new metering technology to offer a pay-as-you-go option.
- EnergyAdvantage Programs to help customers use less energy.

Reducing Outages

- Upgrading equipment so it can better withstand severe weather.
- Expanding tree trimming.



For more information, energy-saving tips, or payment options, visit [KentuckyPower.com](https://www.kentuckypower.com)

ADVERTISEMENT FOR BIDS

HYDEN-LESLIE COUNTY WATER DISTRICT

HYDEN, KY

CUTSHIN WATER LINE REPLACEMENT PROJECT – PHASE 1

General Notice

Hyden-Leslie County Water District (Owner) is requesting Bids for the construction of the following Project:

Cutshin Water Line Replacement Project – Phase 1

Bids for the construction of the Project will be received at the Hyden-Leslie County Water District, at the Hyden-Leslie County Water District, PO Box 906, 356 Wendover Rd, Hyden, KY 41749, until Tuesday, September 23<sup>rd</sup>, 2025 at 1:00 PM local time. At that time the Bids received will be publicly opened and read.

The Project includes the following Work:

Replacement of approximately 14,400 LF of water line & installation of approximately 10,220 LF of new water line & other appurtenances near Cutshin, KY.

Bids are requested for the following Contract: Cutshin Water Line Replacement Project – Phase 1

The Project has an expected duration of 210 days.

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

lynnimaging.com/distribution

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

The Issuing Office for the Bidding Documents is:

Lynn Imaging, Inc.  
328 East Vine St. Lexington, KY 40507

Prospective Bidders may obtain or examine the Bidding Documents at the Issuing Office on Monday through Friday between the hours of 8:00 AM & 5:00 PM, and may obtain copies of the Bidding Documents from the Issuing Office as described below. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including addenda, if any, obtained from sources other than the Issuing Office.

Printed copies of the Bidding Documents may be obtained from the Issuing Office by paying a non-refundable deposit of \$225.00 for each set. Make deposit checks for Bidding Documents payable to Lynn Imaging, Inc.

EJCDC® C-111, Advertisement for Bids for Construction Contract.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.  
Page 1 of 2

Bidding Documents may be purchased from the Issuing Office during the hours indicated above. Cost does not include shipping charges. Upon Issuing Office’s receipt of payment, printed Bidding Documents will be sent via the prospective Bidder’s delivery service. The shipping charge amount will depend on the shipping method chosen. Bidding Documents are available for purchase in the following formats:

| Format                                           | Cost     |
|--------------------------------------------------|----------|
| Bidding Documents (including Full-Size Drawings) | \$225.00 |

Pre-bid Conference

A pre-bid conference for the Project will be held on Tuesday, September 16<sup>th</sup>, 2025 at 1:00 PM at 11545 Cutshin Rd, Yeaddiss, KY 41777. Attendance at the pre-bid conference is encouraged but not required. Please notify the Engineer if you plan to attend the pre-bid conference.

Instructions to Bidders.

Questions regarding this project must be received by Nesbitt Engineering, Inc. (859-685-4547 bgreenwell@nei-ky.com) in writing no later than 5:00 PM on Tuesday, September 16<sup>th</sup>, 2025.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

Domestic Preference

This project is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58, §§ 70901-70953. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States.

The following waivers apply to this Contract:  
BABAA De Minimis, Small Grants, and Minor Components

Wage Rates

This project is subject to federal wage rate requirements, including the Davis-Bacon Act (DBA).

This Advertisement is issued by:

Owner: Hyden-Leslie County Water District  
By: L.J. Turner  
Title: Manager  
Date: 09/04/2025

EJCDC® C-111, Advertisement for Bids for Construction Contract.  
Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.  
Page 2 of 2

# **EXHIBIT K**



**Hyden-Leslie County Water District**  
**Cutshin Water Line Replacement Project - Phase 1**  
**Certified Bid Tab**

|                                                                       |                                                                                                                    |      |          | Jones Contracting, LLC |               | Clay Pipeline, Inc. |               | H2O Construction Co Inc |               | Campbell Designs LLC<br>(NO BID BOND) |               | B.P. Pipeline, LLC |                 |
|-----------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------|------|----------|------------------------|---------------|---------------------|---------------|-------------------------|---------------|---------------------------------------|---------------|--------------------|-----------------|
| Item #                                                                | Item                                                                                                               | Unit | Quantity | Unit Cost              | Total Cost    | Unit Cost           | Total Cost    | Unit Cost               | Total Cost    | Unit Cost                             | Total Cost    | Unit Cost          | Total Cost      |
| 1                                                                     | 6" SDR-17 PVC Water Line <sup>1</sup>                                                                              | LF   | 14,050   | \$ 29.00               | \$ 407,450.00 | \$ 35.00            | \$ 491,750.00 | \$ 29.00                | \$ 407,450.00 | \$ 21.00                              | \$ 295,050.00 | \$ 80.00           | \$ 1,124,000.00 |
| 2                                                                     | 4" SDR-17 PVC Water Line                                                                                           | LF   | 30       | \$ 24.00               | \$ 720.00     | \$ 34.00            | \$ 1,020.00   | \$ 24.00                | \$ 720.00     | \$ 25.00                              | \$ 750.00     | \$ 90.00           | \$ 2,700.00     |
| 3                                                                     | 3" SDR-17 PVC Water Line <sup>2</sup>                                                                              | LF   | 10,135   | \$ 21.00               | \$ 212,835.00 | \$ 21.60            | \$ 218,916.00 | \$ 17.50                | \$ 177,362.50 | \$ 10.00                              | \$ 101,350.00 | \$ 48.00           | \$ 486,480.00   |
| 4                                                                     | 6" D.I. CL350 Water Line                                                                                           | LF   | 350      | \$ 58.00               | \$ 20,300.00  | \$ 72.00            | \$ 25,200.00  | \$ 55.00                | \$ 19,250.00  | \$ 50.00                              | \$ 17,500.00  | \$ 130.00          | \$ 45,500.00    |
| 5                                                                     | Jack and Bore - 10.75" OD Sch. 20 Steel Casing w/ End Caps & Spacers for 4" SDR-17 PVC                             | LF   | 40       | \$ 320.00              | \$ 12,800.00  | \$ 271.00           | \$ 10,840.00  | \$ 320.00               | \$ 12,800.00  | \$ 300.00                             | \$ 12,000.00  | \$ 700.00          | \$ 28,000.00    |
| 6                                                                     | Open Cut - 8" DR13.5 HDPE Casing w/ End Caps & Spacers for 3" SDR-17 PVC Pipe                                      | LF   | 15       | \$ 110.00              | \$ 1,650.00   | \$ 346.00           | \$ 5,190.00   | \$ 120.00               | \$ 1,800.00   | \$ 85.00                              | \$ 1,275.00   | \$ 200.00          | \$ 3,000.00     |
| 7                                                                     | Directional Drill Creek Crossing #1 - Mudlick Branch Rd - 8" HDPE DR9 (250 PSI)                                    | LS   | 1        | \$ 16,000.00           | \$ 16,000.00  | \$ 16,772.00        | \$ 16,772.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 16,500.00                          | \$ 16,500.00  | \$ 70,000.00       | \$ 70,000.00    |
| 8                                                                     | Directional Drill Creek Crossing #2 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS   | 1        | \$ 25,200.00           | \$ 25,200.00  | \$ 20,781.00        | \$ 20,781.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 30,100.00                          | \$ 30,100.00  | \$ 75,000.00       | \$ 75,000.00    |
| 9                                                                     | Directional Drill Creek Crossing #3 - KY-699 - 8" HDPE DR9 (250 PSI)                                               | LS   | 1        | \$ 39,200.00           | \$ 39,200.00  | \$ 19,043.00        | \$ 19,043.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 45,000.00                          | \$ 45,000.00  | \$ 65,000.00       | \$ 65,000.00    |
| 10                                                                    | Directional Drill Creek Crossing #4 - Mission Rd - 8" HDPE DR9 (250 PSI)                                           | LS   | 1        | \$ 39,200.00           | \$ 39,200.00  | \$ 41,543.00        | \$ 41,543.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 45,000.00                          | \$ 45,000.00  | \$ 80,000.00       | \$ 80,000.00    |
| 11                                                                    | Directional Drill Creek Crossing #5 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS   | 1        | \$ 12,800.00           | \$ 12,800.00  | \$ 16,041.00        | \$ 16,041.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 16,000.00                          | \$ 16,000.00  | \$ 40,000.00       | \$ 40,000.00    |
| 12                                                                    | Directional Drill Creek Crossing #6 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS   | 1        | \$ 21,600.00           | \$ 21,600.00  | \$ 19,500.00        | \$ 19,500.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 25,000.00                          | \$ 25,000.00  | \$ 65,000.00       | \$ 65,000.00    |
| 13                                                                    | Directional Drill Creek Crossing #7 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS   | 1        | \$ 12,000.00           | \$ 12,000.00  | \$ 18,791.00        | \$ 18,791.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 10,000.00                          | \$ 10,000.00  | \$ 40,000.00       | \$ 40,000.00    |
| 14                                                                    | Directional Drill Creek Crossing #8 - Pigeonroost Rd - 4" HDPE DR9 (250 PSI)                                       | LS   | 1        | \$ 16,800.00           | \$ 16,800.00  | \$ 31,250.00        | \$ 31,250.00  | \$ 20,000.00            | \$ 20,000.00  | \$ 20,000.00                          | \$ 20,000.00  | \$ 65,000.00       | \$ 65,000.00    |
| 15                                                                    | Directional Drill Creek Crossing #9 - Pigeonroost Rd - 4" HDPE DR9 (250 PSI)                                       | LS   | 1        | \$ 17,600.00           | \$ 17,600.00  | \$ 31,291.00        | \$ 31,291.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 21,000.00                          | \$ 21,000.00  | \$ 65,000.00       | \$ 65,000.00    |
| 16                                                                    | 6" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 10       | \$ 2,530.00            | \$ 25,300.00  | \$ 2,591.00         | \$ 25,910.00  | \$ 2,800.00             | \$ 28,000.00  | \$ 3,500.00                           | \$ 35,000.00  | \$ 2,100.00        | \$ 21,000.00    |
| 17                                                                    | 4" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 1        | \$ 2,160.00            | \$ 2,160.00   | \$ 2,244.00         | \$ 2,244.00   | \$ 2,300.00             | \$ 2,300.00   | \$ 3,000.00                           | \$ 3,000.00   | \$ 1,500.00        | \$ 1,500.00     |
| 18                                                                    | 3" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 9        | \$ 2,100.00            | \$ 18,900.00  | \$ 2,206.00         | \$ 19,854.00  | \$ 2,300.00             | \$ 20,700.00  | \$ 3,500.00                           | \$ 31,500.00  | \$ 1,200.00        | \$ 10,800.00    |
| 19                                                                    | Flushing Hydrant Assembly, Type 1                                                                                  | EA   | 8        | \$ 7,850.00            | \$ 62,800.00  | \$ 8,641.00         | \$ 69,128.00  | \$ 7,900.00             | \$ 63,200.00  | \$ 8,500.00                           | \$ 68,000.00  | \$ 9,000.00        | \$ 72,000.00    |
| 20                                                                    | Flushing Hydrant Assembly, Type 3                                                                                  | EA   | 4        | \$ 5,500.00            | \$ 22,000.00  | \$ 5,467.00         | \$ 21,868.00  | \$ 5,200.00             | \$ 20,800.00  | \$ 6,500.00                           | \$ 26,000.00  | \$ 6,500.00        | \$ 26,000.00    |
| 21                                                                    | Combination Air Release Valve                                                                                      | EA   | 11       | \$ 1,800.00            | \$ 19,800.00  | \$ 1,445.00         | \$ 15,895.00  | \$ 2,400.00             | \$ 26,400.00  | \$ 1,500.00                           | \$ 16,500.00  | \$ 800.00          | \$ 8,800.00     |
| 22                                                                    | Type A Leak Detection Assembly, Type 1 (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection)            | EA   | 8        | \$ 4,500.00            | \$ 36,000.00  | \$ 3,631.00         | \$ 29,048.00  | \$ 5,000.00             | \$ 40,000.00  | \$ 3,700.00                           | \$ 29,600.00  | \$ 3,500.00        | \$ 28,000.00    |
| 23                                                                    | Type A Leak Detection Assembly, Type 1 - 2" Meter (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection) | EA   | 2        | \$ 10,500.00           | \$ 21,000.00  | \$ 9,549.00         | \$ 19,098.00  | \$ 10,000.00            | \$ 20,000.00  | \$ 12,500.00                          | \$ 25,000.00  | \$ 3,000.00        | \$ 6,000.00     |
| 24                                                                    | PRV #1 - Hayes Lewis                                                                                               | LS   | 1        | \$ 32,000.00           | \$ 32,000.00  | \$ 32,705.00        | \$ 32,705.00  | \$ 24,000.00            | \$ 24,000.00  | \$ 19,000.00                          | \$ 19,000.00  | \$ 55,000.00       | \$ 55,000.00    |
| 25                                                                    | PRV #2 - Yeaddiss Rd                                                                                               | LS   | 1        | \$ 36,000.00           | \$ 36,000.00  | \$ 36,630.00        | \$ 36,630.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 23,000.00                          | \$ 23,000.00  | \$ 56,000.00       | \$ 56,000.00    |
| 26                                                                    | Master Meter/PRV Pit - Wolfe Creek Rd                                                                              | LS   | 1        | \$ 53,000.00           | \$ 53,000.00  | \$ 47,265.00        | \$ 47,265.00  | \$ 33,000.00            | \$ 33,000.00  | \$ 45,000.00                          | \$ 45,000.00  | \$ 52,000.00       | \$ 52,000.00    |
| 27                                                                    | Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection & Radio Read                                                 | EA   | 77       | \$ 780.00              | \$ 60,060.00  | \$ 573.00           | \$ 44,121.00  | \$ 600.00               | \$ 46,200.00  | \$ 900.00                             | \$ 69,300.00  | \$ 600.00          | \$ 46,200.00    |
| 28                                                                    | 5/8" x 3/4" Tandem Setter & Tub w/ IPRV (Installed)                                                                | EA   | 77       | \$ 1,520.00            | \$ 117,040.00 | \$ 1,660.00         | \$ 127,820.00 | \$ 2,400.00             | \$ 184,800.00 | \$ 1,350.00                           | \$ 103,950.00 | \$ 1,500.00        | \$ 115,500.00   |
| 29                                                                    | 3/4" PE CL250 Service Line                                                                                         | LF   | 1925     | \$ 9.00                | \$ 17,325.00  | \$ 15.50            | \$ 29,837.50  | \$ 10.00                | \$ 19,250.00  | \$ 10.00                              | \$ 19,250.00  | \$ 22.00           | \$ 42,350.00    |
| 30                                                                    | 1" PE CL250 Service Line <sup>3</sup>                                                                              | LF   | 500      | \$ 12.00               | \$ 6,000.00   | \$ 15.55            | \$ 7,775.00   | \$ 12.00                | \$ 6,000.00   | \$ 8.00                               | \$ 4,000.00   | \$ 25.00           | \$ 12,500.00    |
| 31                                                                    | Directional Drill Creek Crossing #10 - Dove Dr - 1" PE CL250 Service Line                                          | LS   | 1        | \$ 11,000.00           | \$ 11,000.00  | \$ 15,000.00        | \$ 15,000.00  | \$ 10,000.00            | \$ 10,000.00  | \$ 17,000.00                          | \$ 17,000.00  | \$ 20,000.00       | \$ 20,000.00    |
| 32                                                                    | Directional Drill Creek Crossing #11 - Dove Dr - 1" PE CL250 Service Line                                          | LS   | 1        | \$ 11,000.00           | \$ 11,000.00  | \$ 20,000.00        | \$ 20,000.00  | \$ 10,000.00            | \$ 10,000.00  | \$ 17,000.00                          | \$ 17,000.00  | \$ 35,000.00       | \$ 35,000.00    |
| 33                                                                    | Remove Abandoned Flushing Hydrant Assemblies & Valve Boxes                                                         | LS   | 1        | \$ 4,000.00            | \$ 4,000.00   | \$ 1,000.00         | \$ 1,000.00   | \$ 3,300.00             | \$ 3,300.00   | \$ 17,000.00                          | \$ 17,000.00  | \$ 40,000.00       | \$ 40,000.00    |
| Total Base Bid - Items 1 thru 33 =                                    |                                                                                                                    |      |          | \$                     | 1,411,540.00  | \$                  | 1,533,126.50  | \$                      | 1,467,332.50  | \$                                    | 1,225,625.00  | \$                 | 2,993,330.00    |
| Deductive Alternate #1 - STA 0+00 to 17+00 & 127+50 to 144+01 Removed |                                                                                                                    |      |          |                        |               |                     |               |                         |               |                                       |               |                    |                 |
| 1                                                                     | 6" SDR-17 PVC Water Line <sup>1</sup>                                                                              | LF   | 3350     | \$ 29.00               | \$ 97,150.00  | \$ 35.00            | \$ 117,250.00 | \$ 29.00                | \$ 97,150.00  | \$ 21.00                              | \$ 70,350.00  | \$ 80.00           | \$ 268,000.00   |
| 7                                                                     | Directional Drill Creek Crossing #1 - Mudlick Branch Rd - 8" HDPE DR9 (250 PSI)                                    | LS   | 1        | \$ 16,000.00           | \$ 16,000.00  | \$ 16,772.00        | \$ 16,772.00  | \$ 30,000.00            | \$ 30,000.00  | \$ 16,500.00                          | \$ 16,500.00  | \$ 70,000.00       | \$ 70,000.00    |
| 16                                                                    | 6" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 2        | \$ 2,530.00            | \$ 5,060.00   | \$ 2,591.00         | \$ 5,182.00   | \$ 2,800.00             | \$ 5,600.00   | \$ 3,500.00                           | \$ 7,000.00   | \$ 2,100.00        | \$ 4,200.00     |
| 17                                                                    | 4" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 1        | \$ 2,160.00            | \$ 2,160.00   | \$ 2,244.00         | \$ 2,244.00   | \$ 2,300.00             | \$ 2,300.00   | \$ 3,000.00                           | \$ 3,000.00   | \$ 1,500.00        | \$ 1,500.00     |
| 18                                                                    | 3" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 1        | \$ 2,100.00            | \$ 2,100.00   | \$ 2,206.00         | \$ 2,206.00   | \$ 2,300.00             | \$ 2,300.00   | \$ 3,500.00                           | \$ 3,500.00   | \$ 1,200.00        | \$ 1,200.00     |
| 19                                                                    | Flushing Hydrant Assembly, Type 1                                                                                  | EA   | 2        | \$ 7,850.00            | \$ 15,700.00  | \$ 8,641.00         | \$ 17,282.00  | \$ 7,900.00             | \$ 15,800.00  | \$ 8,500.00                           | \$ 17,000.00  | \$ 9,000.00        | \$ 18,000.00    |
| 21                                                                    | Combination Air Release Valve                                                                                      | EA   | 1        | \$ 1,800.00            | \$ 1,800.00   | \$ 1,445.00         | \$ 1,445.00   | \$ 2,400.00             | \$ 2,400.00   | \$ 1,500.00                           | \$ 1,500.00   | \$ 800.00          | \$ 800.00       |
| 22                                                                    | Type A Leak Detection Assembly, Type 1 (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection)            | EA   | 1        | \$ 4,500.00            | \$ 4,500.00   | \$ 3,631.00         | \$ 3,631.00   | \$ 5,000.00             | \$ 5,000.00   | \$ 3,700.00                           | \$ 3,700.00   | \$ 3,500.00        | \$ 3,500.00     |
| 24                                                                    | PRV #1 - Hayes Lewis                                                                                               | LS   | 1        | \$ 32,000.00           | \$ 32,000.00  | \$ 32,705.00        | \$ 32,705.00  | \$ 24,000.00            | \$ 24,000.00  | \$ 19,000.00                          | \$ 19,000.00  | \$ 55,000.00       | \$ 55,000.00    |
| 27                                                                    | Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection & Radio Read                                                 | EA   | 5        | \$ 780.00              | \$ 3,900.00   | \$ 573.00           | \$ 2,865.00   | \$ 600.00               | \$ 3,000.00   | \$ 900.00                             | \$ 4,500.00   | \$ 600.00          | \$ 3,000.00     |
| 28                                                                    | 5/8" x 3/4" Tandem Setter & Tub w/ IPRV (Installed)                                                                | EA   | 5        | \$ 1,520.00            | \$ 7,600.00   | \$ 1,660.00         | \$ 8,300.00   | \$ 2,400.00             | \$ 12,000.00  | \$ 1,350.00                           | \$ 6,750.00   | \$ 1,500.00        | \$ 7,500.00     |
| 29                                                                    | 3/4" PE CL250 Service Line                                                                                         | LF   | 125      | \$ 9.00                | \$ 1,125.00   | \$ 15.50            | \$ 1,937.50   | \$ 10.00                | \$ 1,250.00   | \$ 10.00                              | \$ 1,250.00   | \$ 22.00           | \$ 2,750.00     |
| Total Deductive Alternate #1 =                                        |                                                                                                                    |      |          | \$                     | 189,095.00    | \$                  | 211,819.50    | \$                      | 200,800.00    | \$                                    | 154,050.00    | \$                 | 435,450.00      |
| Base Bid Minus Deductive Alternate #1 =                               |                                                                                                                    |      |          | \$                     | 1,222,445.00  | \$                  | 1,321,307.00  | \$                      | 1,266,532.50  | \$                                    | 1,071,575.00  | \$                 | 2,467,880.00    |
| Deductive Alternate #2 - STA 17+00 to 31+00 Removed                   |                                                                                                                    |      |          |                        |               |                     |               |                         |               |                                       |               |                    |                 |
| 1                                                                     | 6" SDR-17 PVC Water Line <sup>1</sup>                                                                              | LF   | 1400     | \$ 29.00               | \$ 40,600.00  | \$ 35.00            | \$ 49,000.00  | \$ 29.00                | \$ 40,600.00  | \$ 21.00                              | \$ 29,400.00  | \$ 80.00           | \$ 112,000.00   |
| 16                                                                    | 6" D.I.M.J Gate Valve & Box (w/ Foster Adapter if Gate Valve is at a tee/cross)                                    | EA   | 1        | \$ 2,530.00            | \$ 2,530.00   | \$ 2,591.00         | \$ 2,591.00   | \$ 2,800.00             | \$ 2,800.00   | \$ 3,500.00                           | \$ 3,500.00   | \$ 2,100.00        | \$ 2,100.00     |
| 19                                                                    | Flushing Hydrant Assembly, Type 1                                                                                  | EA   | 1        | \$ 7,850.00            | \$ 7,850.00   | \$ 8,641.00         | \$ 8,641.00   | \$ 7,900.00             | \$ 7,900.00   | \$ 8,500.00                           | \$ 8,500.00   | \$ 9,000.00        | \$ 9,000.00     |
| 21                                                                    | Combination Air Release Valve                                                                                      | EA   | 1        | \$ 1,800.00            | \$ 1,800.00   | \$ 1,445.00         | \$ 1,445.00   | \$ 2,400.00             | \$ 2,400.00   | \$ 1,500.00                           | \$ 1,500.00   | \$ 800.00          | \$ 800.00       |
| 22                                                                    | Type A Leak Detection Assembly, Type 1 (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection)            | EA   | 1        | \$ 4,500.00            | \$ 4,500.00   | \$ 3,631.00         | \$ 3,631.00   | \$ 5,000.00             | \$ 5,000.00   | \$ 3,700.00                           | \$ 3,700.00   | \$ 3,500.00        | \$ 3,500.00     |
| 27                                                                    | Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection & Radio Read                                                 | EA   | 15       | \$ 780.00              | \$ 11,700.00  | \$                  |               |                         |               |                                       |               |                    |                 |

# **EXHIBIT L**



September 24, 2025

Mr. Kevin Cook  
Hyden-Leslie County Water District  
356 Wendover Rd  
Hyden, KY 41749

RE: Award of Construction Contract  
Cutshin Water Line Replacement Project – Phase 1

Dear Kevin Cook:

On September 23<sup>rd</sup>, 2025, at the Hyden-Leslie County Water District (HLCWD) office, five (5) bids were received for the above referenced project. A certified bid tabulation was prepared by Nesbitt Engineering, Inc. (NEI) for the project and then emailed to each bidder and the HLCWD.

Based on the NEI's knowledge of this contractor's performance and the responses that we received, we conclude that this contractor, **Jones Contracting, LLC**, qualifies as responsive and responsible, and we are unaware of any reason a construction contract should not be awarded to them. **Therefore, Nesbitt Engineering, Inc. recommends that the HLCWD award a Construction Contract for the Cutshin Water Line Replacement Project – Phase 1 to Jones Contracting, LLC in the amount of \$1,411,540.00.**

Issuance of the "Notice of Award" for the Contract is recommended, pending concurrence of the Hyden-Leslie County Water District Board and the funding agency.

Please feel free to call me if you have any questions. Thank you for your time and attention to this matter.

Sincerely,

Brad Greenwell, MS, PE, PLS  
Project Manager

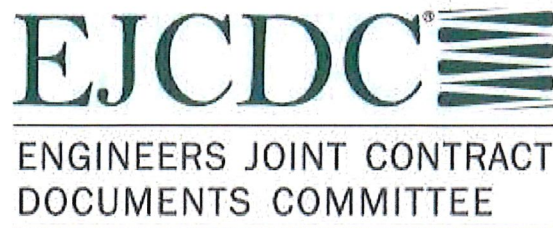
# **EXHIBIT M**



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## NOTICE OF AWARD

Prepared By



Endorsed By





Copyright© 2018

National Society of Professional Engineers  
1420 King Street, Alexandria, VA 22314-2794  
(703) 684-2882  
[www.nspe.org](http://www.nspe.org)

American Council of Engineering Companies  
1015 15th Street N.W., Washington, DC 20005  
(202) 347-7474  
[www.acec.org](http://www.acec.org)

American Society of Civil Engineers  
1801 Alexander Bell Drive, Reston, VA 20191-4400  
(800) 548-2723  
[www.asce.org](http://www.asce.org)

The copyright for this EJCDC document is owned jointly by the three sponsoring organizations listed above. The National Society of Professional Engineers is the Copyright Administrator for the EJCDC documents; please direct all inquiries regarding EJCDC copyrights to NSPE.

NOTE: EJCDC publications may be purchased at [www.ejcdc.org](http://www.ejcdc.org), or from any of the sponsoring organizations above.

## NOTICE OF AWARD

Date of Issuance: 09/24/2025

Owner: Hyden-Leslie County Water District

Owner's Project No.:

Engineer: Nesbitt Engineering, Inc

Engineer's Project No.: 1218.07

Project: Cutshin Water Line Replacement Project – Phase 1

Contract Name: Cutshin Water Line Replacement Project – Phase 1

Bidder: Jones Contracting, LLC

Bidder's Address: 14261 HWY 550 E, Lackey, KY 41643

You are notified that Owner has accepted your Bid dated **September 23<sup>rd</sup>, 2025**, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

**Replacement of approximately 14,400 LF of water line & installation of approximately 10,220 LF of new water line & other appurtenances near Cutshin, KY.**

The Contract Price of the awarded Contract is **\$1,411,540.00**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

[1] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

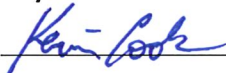
1. Deliver to Owner [1] counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent: **Hyden-Leslie County Water District and Nesbitt Engineering, Inc. shall be named as additional insured on Certification of Insurance.**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: Hyden-Leslie County Water District

By (signature):



Name (printed):

Kevin Cook

Title:

Chairman

Copy: Engineer

EJCDC® C-510, Notice of Award.

Copyright© 2018 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.

Page 1 of 1

# **EXHIBIT N**

**Hyden-Leslie Water District**  
**Cutshin Water Line Replacement Project - Phase 1**  
**As-Bid Budget 09-24-2025**

| Description                                                                                                        | Units | Quantity | Unit Cost    | Total Cost          |
|--------------------------------------------------------------------------------------------------------------------|-------|----------|--------------|---------------------|
| 6" SDR-17 PVC Water Line <sup>1</sup>                                                                              | LF    | 14,050   | \$ 29.00     | \$ 407,450          |
| 4" SDR-17 PVC Water Line                                                                                           | LF    | 30       | \$ 24.00     | \$ 720              |
| 3" SDR-17 PVC Water Line <sup>2</sup>                                                                              | LF    | 10,135   | \$ 21.00     | \$ 212,835          |
| 6" D.I. CL350 Water Line                                                                                           | LF    | 350      | \$ 58.00     | \$ 20,300           |
| Jack and Bore - 10.75" OD Sch. 20 Steel Casing w/ End Caps & Spacers for 4" SDR-17 PVC                             | LF    | 40       | \$ 320.00    | \$ 12,800           |
| Open Cut - 8" DR13.5 HDPE Casing w/ End Caps & Spacers for 3" SDR-17 PVC Pipe                                      | LF    | 15       | \$ 110.00    | \$ 1,650            |
| Directional Drill Creek Crossing #1 - Mudlick Branch Rd - 8" HDPE DR9 (250 PSI)                                    | LS    | 1        | \$ 16,000.00 | \$ 16,000           |
| Directional Drill Creek Crossing #2 - Yeaddiss Rd - 8" HDPE DR9 (250 PSI)                                          | LS    | 1        | \$ 25,200.00 | \$ 25,200           |
| Directional Drill Creek Crossing #3 - KY-699 - 8" HDPE DR9 (250 PSI)                                               | LS    | 1        | \$ 39,200.00 | \$ 39,200           |
| Directional Drill Creek Crossing #4 - Mission Rd - 8" HDPE DR9 (250 PSI)                                           | LS    | 1        | \$ 39,200.00 | \$ 39,200           |
| Directional Drill Creek Crossing #5 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS    | 1        | \$ 12,800.00 | \$ 12,800           |
| Directional Drill Creek Crossing #6 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS    | 1        | \$ 21,600.00 | \$ 21,600           |
| Directional Drill Creek Crossing #7 - Yeaddiss Rd - 4" HDPE DR9 (250 PSI)                                          | LS    | 1        | \$ 12,000.00 | \$ 12,000           |
| Directional Drill Creek Crossing #8 - Pigeonroost Rd - 4" HDPE DR9 (250 PSI)                                       | LS    | 1        | \$ 16,800.00 | \$ 16,800           |
| Directional Drill Creek Crossing #9 - Pigeonroost Rd - 4" HDPE DR9 (250 PSI)                                       | LS    | 1        | \$ 17,600.00 | \$ 17,600           |
| 6" D.I.M.J Gate Valve & Box (w/ Foster Adapter If Gate Valve is at a tee/cross)                                    | EA    | 10       | \$ 2,530.00  | \$ 25,300           |
| 4" D.I.M.J Gate Valve & Box (w/ Foster Adapter If Gate Valve is at a tee/cross)                                    | EA    | 1        | \$ 2,160.00  | \$ 2,160            |
| 3" D.I.M.J Gate Valve & Box (w/ Foster Adapter If Gate Valve is at a tee/cross)                                    | EA    | 9        | \$ 2,100.00  | \$ 18,900           |
| Flushing Hydrant Assembly, Type 1                                                                                  | EA    | 8        | \$ 7,850.00  | \$ 62,800           |
| Flushing Hydrant Assembly, Type 3                                                                                  | EA    | 4        | \$ 5,500.00  | \$ 22,000           |
| Combination Air Release Valve                                                                                      | EA    | 11       | \$ 1,800.00  | \$ 19,800           |
| Type A Leak Detection Assembly, Type 1 (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection)            | EA    | 8        | \$ 4,500.00  | \$ 36,000           |
| Type A Leak Detection Assembly, Type 1 - 2" Meter (Includes Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection) | EA    | 2        | \$ 10,500.00 | \$ 21,000           |
| PRV #1 - Hayes Lewis                                                                                               | LS    | 1        | \$ 32,000.00 | \$ 32,000           |
| PRV #2 - Yeaddiss Rd                                                                                               | LS    | 1        | \$ 36,000.00 | \$ 36,000           |
| Master Meter/PRV Pit - Wolfe Creek Rd                                                                              | LS    | 1        | \$ 53,000.00 | \$ 53,000           |
| Kamstrup FlowIQ 2200 Meter w/ Acoustic Leak Detection & Radio Read                                                 | EA    | 77       | \$ 780.00    | \$ 60,060           |
| 5/8" x 3/4" Tandem Setter & Tub w/ IPRV (Installed)                                                                | EA    | 77       | \$ 1,520.00  | \$ 117,040          |
| 3/4" PE CL250 Service Line                                                                                         | LF    | 1925     | \$ 9.00      | \$ 17,325           |
| 1" PE CL250 Service Line <sup>3</sup>                                                                              | LF    | 500      | \$ 12.00     | \$ 6,000            |
| Directional Drill Creek Crossing #10 - Dove Dr - 1" PE CL250 Service Line                                          | LS    | 1        | \$ 11,000.00 | \$ 11,000           |
| Directional Drill Creek Crossing #11 - Dove Dr - 1" PE CL250 Service Line                                          | LS    | 1        | \$ 11,000.00 | \$ 11,000           |
| Remove Abandoned Flushing Hydrant Assemblies & Valve Boxes                                                         | LS    | 1        | \$ 4,000.00  | \$ 4,000            |
| <b>Total Estimated Option of Probable Construction Cost =</b>                                                      |       |          |              | <b>\$ 1,411,540</b> |

| Estimated Option of Other Project Related Costs                            |  |                     |
|----------------------------------------------------------------------------|--|---------------------|
| Administration (KRADD)                                                     |  | \$ 50,000           |
| Legal Expenses                                                             |  | \$ 5,000            |
| Engineering                                                                |  |                     |
| Preliminary Engineering                                                    |  | \$ 10,000           |
| Design                                                                     |  | \$ 131,000          |
| Contract Admin.                                                            |  | \$ 33,000           |
| Resident Observation                                                       |  | \$ 97,000           |
| Permits (DOW, KTC, etc.)                                                   |  | \$ 10,000           |
| Other Engineering (Easements, Survey, Reports, etc.)                       |  | \$ 15,000           |
| Project Contingencies                                                      |  | \$ 787,460          |
| <b>Total Estimated Option of Probable Project and Construction Costs =</b> |  | <b>\$ 2,550,000</b> |

| Funding Source             |  |                     |
|----------------------------|--|---------------------|
| Abandoned Mine Lands (AML) |  | \$ 2,550,000        |
| <b>Total =</b>             |  | <b>\$ 2,550,000</b> |

# **EXHIBIT O**



# Commonwealth of Kentucky

## CONTRACT

|                                 |                                                |     |            |                 |   |
|---------------------------------|------------------------------------------------|-----|------------|-----------------|---|
| <b>Document Number:</b>         | SC                                             | 128 | 2500000068 | <b>Version:</b> | 1 |
| <b>Record Date:</b>             |                                                |     |            |                 |   |
| <b>Document Description:</b>    | CUTSHIN PHASE I AML WSRP                       |     |            |                 |   |
| <b>Cited Authority:</b>         | KRS45A.690(1)(D)11<br>Other Agreements-Not MOA |     |            |                 |   |
| <b>Reason for Modification:</b> |                                                |     |            |                 |   |

**Issuer Contact:**

**Name:** Beth Wilson  
**Phone:** 502-782-6805  
**E-mail:** SaraBeth.Wilson@ky.gov

**Vendor Name:**
**Vendor No.**

KY0078789

HYDEN-LESLIE WATER DISTRICT  
 CUTSHIN PHASE I  
 356 WENDOVER RD

**Vendor Contact**

**Name:** LARRY J TURNER  
**Phone:** 6066722791

HYDEN KY 41749

**E-mail:** LJ.TURNER@HLWATER.NET

**Effective From:** 2024-09-01

**Effective To:** 2028-06-30

| Line Item | Delivery Date | Quantity | Unit | Description              | Unit Price | Contract Amount | Total Price    |
|-----------|---------------|----------|------|--------------------------|------------|-----------------|----------------|
| 1         |               | 0.00000  |      | CUTSHIN PHASE I AML WSRP | \$0.000000 | \$2,550,000.00  | \$2,550,000.00 |

**Extended Description:**

This project will improve service for approximately 33 existing households & extend service to 37 existing households.

| Shipping Information:                                                                   | Billing Information:                                                                    |
|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Division of Abandoned Mine Lands<br>300 Sower Blvd, 2nd Floor<br><br>Frankfort KY 40601 | Division of Abandoned Mine Lands<br>300 Sower Blvd, 2nd Floor<br><br>Frankfort KY 40601 |

|                              |                       |
|------------------------------|-----------------------|
| <b>TOTAL CONTRACT AMOUNT</b> | <b>\$2,550,000.00</b> |
|------------------------------|-----------------------|



|            |                |                          |                                  |
|------------|----------------|--------------------------|----------------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 2 of 22<br>Page 2 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22                  |

## Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the COMMONWEALTH OF KENTUCKY, ENERGY AND ENVIRONMENT CABINET, DIVISION OF ABANDONED MINE LANDS (KYDAML) (“the Commonwealth”) and the HYDEN-LESLIE COUNTY WATER DISTRICT (HLCWD) (“the Subrecipient”) to establish an agreement for the 23099WDLBMLR CUTSHIN PHASE I AML WATER SUPPLY RESTORATION (WSRP) PROJECT (“the Project”). The initial MOA is effective from September 1, 2024 through June 30, 2028 (“the Agreement Period”).

### I. Scope of Services:

#### A. Purpose and General Definitions:

The project is defined as the design and construction of:

- # The replacement of approximately 9,700 LF of existing 6” water line along KY-699.
- # The installation of approximately 14,300 LF of new 3” water line along Yeaddiss Road, Pigeonroost Road, and Right Fork Road.
- # The installation of a small booster pump station along Pigeonroost Road.
- # The installation of two pressure relief valves (PRVs) along KY-699 to reduce pressure on the KY-699 water line. This will increase the longevity of the water line and reduce existing high pressures in the Cutshin area.

This project will improve service for approximately 33 existing households & extend service to 37 existing households.

#### B. Bipartisan Infrastructure Law (BIL) Program Goals:

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

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

#### C. Disbursement of Funds:

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

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

|            | Document Phase | Document Description     | Page 3          |
|------------|----------------|--------------------------|-----------------|
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22 |

1. Design and engineering services;
2. Construction materials;
3. Construction;
4. Construction Inspection;
5. Other work, closely associated with the funding categories listed above, necessary for the development of the Project, as authorized under this MOA, and approved in writing by the Commonwealth.
6. Financial administration, oversight, and management of the project. The Subrecipient is responsible for the financial administration, oversight, and management of the project for the entire length of the project and/or duration of this MOA as described herein. The Subrecipient may engage a separate agency/entity as project administrator to assist in fulfilling these obligations. Any agency/entity engaged by the Subrecipient shall have the qualifications necessary for fulfilling these responsibilities, and selection of a project administrator shall be in accordance with Kentucky Model Procurement Code KRS Chapter 45A, to the extent applicable. The total maximum allowable fee to be reimbursed with grant funds for project administration services, if procured by the subrecipient, is \$50,000.00. Requests for reimbursement made to the Commonwealth for such services should be made in uniform amounts, as much as possible, in conjunction with the submittal of monthly invoices. A minimum of six (6) payments will be made with the final payment (from the \$50,000 total) equaling \$15,000. This final payment is only payable upon receiving a complete final invoice for the project. These payments are considered full compensation for all financial administration, oversight, and management duties required herein. Requests for payment should include a listing of all financial administration, oversight, and management fees earned to date. Financial administration, oversight, and management includes:
  - a. Salaries and fringe benefits for one Manager and one Administrative Assistant;
  - b. Incidentals (rent, telephone, office supplies, copies, travel, and other necessary and properly justified and documented expenses);
  - c. Attorney's fees as necessary;
  - d. Audit fees to comply with required annual federal audit;
  - e. Liability insurances as necessary.

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

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

**Conditions Precedent to Payment:**

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

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

**D. Activities:**



|            |                |                          |                        |
|------------|----------------|--------------------------|------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 4 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22        |

The Subrecipient shall:

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

|            |                |                          |                        |
|------------|----------------|--------------------------|------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 5 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22        |

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

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

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

|            |                |                          |                 |
|------------|----------------|--------------------------|-----------------|
|            | Document Phase | Document Description     | Page 6 of 22    |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22 |

- VII. Include, with the RFP Form, a WDLBAML Monthly Project Status Report Form (Appendix E – also see paragraph 23 of the Reports section below) describing the Project status to date. If no RFP is submitted for a month, the WDLBAML Monthly Project Status Report Form must still be submitted for that month. For the final payment of the Project, the WDLBAML Summary Evaluation Report Form (Appendix H – also see paragraph 25 of the Reports section below) must be submitted to the Commonwealth that summarizes implementation to completion of the Project, including a summary itemization of expenditures. The WDLBAML Summary Evaluation Report Form is required to receive final payment. In the event of a deficiency, the Subrecipient shall submit a list of such deficiencies to necessary subcontractors, vendors, and the Commonwealth. All deficiencies must be corrected prior to authorization of final payment.
- VIII. Include, with the RFP Form, all construction/equipment installation daily inspection reports forms that coincide with the month for which the submittal is made.
- IX. Include, with the RFP Form, for any final invoice of any contractor paid with the Grant, a notarized Release of Liens and Claims, Affidavit, or similar document that demonstrates each applicable contractor warrants that there are no amounts owed to them and they waive and relinquish all liens, claims, demands, and causes of action whatsoever they might have against the Subrecipient by reason of, or arising out of, any Project-related contract. Furthermore, the notarized Release of Liens and Claims, Affidavit, or similar document must demonstrate that the applicable contractor indemnifies and holds harmless the Subrecipient against all claims or demands arising out of their respective contracts.
- X. Include, with the RFP Form, the preceding monthly bank statement, and copies of issued checks, from the Project Bank Account. This is to show that all preceding months' payments from the Commonwealth were deposited into the Project Bank Account and all payments from said account were made to appropriate contractors and vendors and for the correct amounts. Monthly bank statements and copies of issued checks are required for payment and the Commonwealth recommends that the subrecipient establish on-line banking for the Project bank account to ensure that these documents are obtained as quickly as possible to prevent delays of payment from the Commonwealth.
- XI. Disburse funds, deposited into the Project Bank Account, to contractors and vendors for payment of services and goods. Disbursement of such funds must occur in a timely manner. Disbursements that do not adhere to the contract performance requirements between the Subrecipient and contractors or vendors, in terms of timeliness of payments, for any payments (i.e., non-final or final payments), will be grounds for termination of this MOA and may require refunding to the Commonwealth all funds received pursuant to this MOA. In addition, such a violation may prevent the execution of any future MOAs between the Commonwealth and the Subrecipient.

***Recordkeeping Obligations:***

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

***Audit Obligations:***

19. Complete and submit as follows:

|            |                |                          |                                    |
|------------|----------------|--------------------------|------------------------------------|
|            | Document Phase | Document Description     | Exhibit O – Page 7 of 22<br>Page 7 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22                    |

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

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

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

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

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

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

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

***Event of Default:***

20. Abide by the following:

a) Upon the occurrence of an Event of Default, the Commonwealth:

1. Has the right to require the Subrecipient to repay to the Commonwealth a portion, or all, of the Grant received pursuant to this MOA; and all funds returned to the Commonwealth will remain designated as BIL Program funds and will be allocated to a new or existing BIL project upon the approval of OSMRE;
2. Has the right to suspend payment of the Grant;
3. Has the right to terminate this MOA and the payment of the Grant pursuant to this MOA, and the Subrecipient shall have no right, title, or interest to the Grant. The rights and remedies of the Commonwealth provided hereunder shall be deemed cumulative and shall be in addition to any other rights or remedies available to the Commonwealth under this MOA or by law or equity.

b) The occurrence of any of the following shall constitute an Event of Default:

1. Using the Grant provided pursuant to this MOA for any purpose other than as authorized herein;

|            |                |                          |                        |
|------------|----------------|--------------------------|------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 8 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22        |

2. Any breach of any covenant, agreement, provision, or warranty made in this MOA and/or made in the ATP issued by OSMRE for the Project, including any supplementary information provided therewith;
3. Failure to meet the timeframes specified herein.

***Cooperation:***

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

***Relationships:***

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

***Reports:***

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

***Notifications:***

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

Kevin Cook, Chairman  
Hyden-Leslie County Water District (HCLWD)  
356 Wendover Road  
Hyden, KY 41749  
606-672-2791  
kcook@hlwater.net  
Subrecipient Unique Entity Identifier (UEI): RMHWNNM5NGJ8

LJ Turner, HLCWSD Manager  
356 Wendover Road  
Hyden, KY 41749  
606-672-2791  
lj.turner@hlwater.net

Jennifer McIntosh, Associate Director of Community and Economic Development

|            |                |                          |                                  |
|------------|----------------|--------------------------|----------------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 9 of 22<br>Page 9 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22                  |

Kentucky River Area Development District (KRADD)  
941 North Main Street  
Hazard, KY 41701  
jennifer@kradd.org  
606-436-3158

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

## II. Pricing:

The Commonwealth shall reimburse the Subrecipient up to \$2,550,000.00 for services and activities as outlined in the Program Budget table below.

Program Budget

| Categories                                                                 | The Commonwealth      | Cost Share/<br>In-kind Match | Total                 |
|----------------------------------------------------------------------------|-----------------------|------------------------------|-----------------------|
| Personnel                                                                  | \$0.00                | \$0.00                       | \$0.00                |
| Fringe Benefits                                                            | \$0.00                | \$0.00                       | \$0.00                |
| Travel                                                                     | \$0.00                | \$0.00                       | \$0.00                |
| Construction                                                               | \$2,200,000.00        | \$0.00                       | \$2,200,000.00        |
| Supplies                                                                   | \$0.00                | \$0.00                       | \$0.00                |
| Other: Design, Inspection, Legal, etc.                                     | \$300,000.00          | \$0.00                       | \$300,000.00          |
| Project Administration                                                     | \$50,000.00           | \$0.00                       | \$50,000.00           |
| <b>Total Direct Charges</b>                                                | <b>\$2,550,000.00</b> | <b>\$0.00</b>                | <b>\$2,550,000.00</b> |
| Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) ** | \$0.00                | \$0.00                       | \$0.00                |
| Contractual                                                                | \$0.00                | \$0.00                       | \$0.00                |
| <b>Total</b>                                                               | <b>\$2,550,000.00</b> | <b>\$0.00</b>                | <b>\$2,550,000.00</b> |
| Program Income                                                             | \$0.00                | \$0.00                       | \$0.00                |



|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 10 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

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

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

**III. Request for Payment (RFP):**

The Subrecipient shall:

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

The RFP must indicate:

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

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

Examples of backup documentation may include:

1. Personnel – payroll spreadsheet showing time worked within the RFP period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant, along with the number of hours and fringe benefits per person.
2. Fringe – include in payroll spreadsheet.
3. Travel – travel voucher or invoices showing airfare, hotel expenses, etc.
4. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
5. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
6. Contractual – invoice and documentation that item has been paid (Subrecipient shall verify invoice).
7. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 11 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

8. Indirect costs – will be verified not to exceed the allowable rate established in the MOA.

9. Other – invoice and documentation that item has been paid (Subrecipient shall verify invoice).

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

***Where to submit Request for Payments:***

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

The subject line of the email should read: Cutshin Phase I AML WSRP RFP [#]

**IV. Assurances:**

Grant Number: S24AF00034-00

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

Subrecipients shall comply with the following requirements:

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

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

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



|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 12 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

#### *Waivers*

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

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

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

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

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 13 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued.

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

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

*Definitions*

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

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

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

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

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

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

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

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

Among other requirements, the funding recipients must:

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



|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 14 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

contractors in an amount sufficient to cover any unpaid prevailing wages owed to workers, or suspend any further payments until violations of the Davis-Bacon labor standards have ceased.

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

Among other requirements, contractors and subcontractors must:

- # pay at least the Davis-Bacon prevailing wages listed in the applicable wage determinations included in the contract to laborers and mechanics who work on the site of work:
    - o the Davis-Bacon prevailing wage is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination;
    - o contractors can meet this obligation by paying each laborer and mechanic the applicable prevailing wage for the classification of work they perform entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits;
    - o contractors must pay laborers and mechanics the applicable prevailing wages for all hours worked on the site of the work on a weekly basis (except for contributions to bona fide fringe benefit plans, which must be made at least quarterly);
  - # maintain an accurate record of hours worked and wages paid, including fringe benefit contributions;
  - # submit certified payrolls to the contracting agency/funding recipient each week, within seven days of the payroll date for that workweek; and
  - # ensure that the required contract clauses and applicable wage determinations are incorporated into any lower-tier subcontracts.
5. For each contractor working on this project and receiving AML WSRP BIL Grant funds, the Subrecipient must require each Contractor to complete a Coal Industry Employee Certification Form (Appendix G). The form must be completed by all contractors and received by the Subrecipient, and then by the Commonwealth, before the Subrecipient awards a contract to the contractor.

#### ***Additional Assurances:***

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

The following are incorporated into this agreement by reference:

1. Applicable Program Regulations at: <https://www.osmre.gov/laws-and-regulations>
2. Financial Assistance Regulations at: <https://www.osmre.gov/resources/grants-resources>
3. National Policy Assurances to be incorporated as Award Terms in effect on date of award at: <https://www.osmre.gov/laws-and-regulations/federal-assistance-manual>
4. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements of Federal Awards. <https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>
5. The Office of Surface Mining Reclamation and Enforcement (OSMRE) uses the Federal Assistance Manual (FAM) <https://www.osmre.gov/resources/federal-assistance-manual> to show how OSMRE and its grantees manage Federal grants. The FAM details 2 CFR 200, the federal law outlining federal grants. All grantees should become familiar with the FAM and 2 CFR 200.
6. Guidance on the Bipartisan Infrastructure Law Abandoned Mine Land Grant Implementation at: [https://www.osmre.gov/sites/default/files/inline-files/BIL\\_AML\\_Guidance\\_7-19-22.pdf](https://www.osmre.gov/sites/default/files/inline-files/BIL_AML_Guidance_7-19-22.pdf)

#### **V. Appendices:**

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 15 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 16 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

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

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

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

### **1.00 Effective Date**

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

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

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

### **2.00 LRC Policies**

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

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

### **3.00 Choice of Law and Forum**

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

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

### **4.00 EEO Requirements**

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



|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 17 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

#### **5.00 Cancellation**

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

#### **6.00 Funding Out Provision**

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

#### **7.00 Reduction in Contract Worker Hours**

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

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

#### **8.00 Authorized to do Business in Kentucky**

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

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

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

#### **Registration with the Secretary of State by a Foreign Entity**

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

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

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

#### **9.00 Invoices for fees**

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 18 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

**10.00 Travel expenses, if authorized**

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

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

**11.00 Other expenses, if authorized herein**

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

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

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

**12.00 Purchasing and specifications**

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

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

**13.00 Conflict-of-interest laws and principles**

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

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

**14.00 Campaign finance**

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

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

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit 9 Page 19 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

### **15.00 Access to Records**

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

### **16.00 Social security**

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

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

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

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

### **17.00 Violation of tax and employment laws**

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

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

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

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



|            |                |                          |                       |
|------------|----------------|--------------------------|-----------------------|
|            | Document Phase | Document Description     | Exhibit Page 20 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22       |

### **18.00 Discrimination**

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

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

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

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

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

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

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

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit O Page 21 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

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

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

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

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

#### **Boycott Provisions**

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

#### **Lobbying Prohibitions**

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

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

|            |                |                          |                         |
|------------|----------------|--------------------------|-------------------------|
|            | Document Phase | Document Description     | Exhibit D Page 22 of 22 |
| 2500000068 | Draft          | CUTSHIN PHASE I AML WSRP | Total Pages: 22         |

## Approvals

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

### AGREED TO BY:

#### HYDEN-LESLIE COUNTY WATER DISTRICT (HLCWD):

Kevin Cook, Chairman  
Kevin Cook, Chairman

09/26/24  
Date

#### DEPARTMENT FOR NATURAL RESOURCES:

\_\_\_\_\_  
Gordon Slone, Commissioner

\_\_\_\_\_  
Date

#### ENERGY AND ENVIRONMENT CABINET:

\_\_\_\_\_  
Rebecca W. Goodman, Secretary

\_\_\_\_\_  
Date

#### APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
EEC Office of Legal Services

\_\_\_\_\_  
Date

# **EXHIBIT P**

**ESTIMATED ANNUAL COST OF OPERATING PROJECT  
AFTER PLACED INTO SERVICE**

The District does not anticipate incurring any additional operating expenses to operate the proposed facilities after their placement into service. The proposed facilities will not require any electrical power to operate nor is any maintenance expense anticipated during their initial years of operation. As the proposed facilities will be replacing a six-inch water main that was subject to frequent breaks and leaks, the District anticipates lower costs due to a reduction in unaccounted-for water.

# **EXHIBIT Q**

**PROPOSED PROJECT'S EFFECT ON THE DISTRICT'S  
NET REVENUE**

**Annual Revenue from Additional Customers**

Customer Sales:

37 Additional Customers x \$58.40 x 12 months = \$25,929.60<sup>1</sup>

Minus Cost of Water Sold:

\$0.00137 per gallon x 1,949,051 gallons = \$ 2,670.20<sup>2</sup>

**Net Annual Revenue from Additional Water Sales: \$23,259.40**

**Minus: Project Depreciation Expense<sup>3</sup>**

Meters: \$208,269 ÷ 20 years = \$10,573.66

Meter Installations: \$301,199 ÷ 45 years = 6,826.30

Water Mains: \$1,990,532 ÷ 62.5 years = \$32,501.49

Annual Project Depreciation Expense: **(\$49,901.46)**

**Add: Removal of Existing Six-Inch Main Depreciation Expense<sup>4</sup> \$ 7,561.54**

**Effect on District's Net Revenues: (\$19,080.52)**

The effect on District's Net Revenues does not consider labor and loss savings resulting from fewer water main breaks and leaks and the employee hours need to repair those breaks and leaks.

**Notes:**

<sup>1</sup>The average customer monthly bill of \$58.40 was calculated using the District's current rates and assuming an average monthly customer usage of 3,667 gallons. Average monthly customer usage is based upon billing analysis submitted in Case No. 2024-00022.

<sup>2</sup>Cost of water was determined by dividing the total of annual expense for chemicals (\$115,789) and purchased power used for water treatment and transmission and distribution (\$271,291) reported by the District for 2024 by total volume of water produced by the District in that year (283,378,000 gallons). The volume of water needed to serve the additional customers was determined by assuming sales of 1,628,148 gallons (3,667 gallons x 37 customers x 12 months) and applying an unaccounted-for water loss factor of 1.197097.

<sup>3</sup> The total cost of each component was determined by applying to successful bid price of each component a representative percentage of the contingency and administrative costs. Depreciation expense was then determined by dividing the total cost by the mid-point of the service life range specified in *Depreciation Practices for Small Water Utilities* (National Association of Utility Regulatory Commissioners Aug. 15, 1979) for water mains and meter installations. Because the water meters have a 20-year warranty, a 20-year service life was used for the water meters.



<sup>4</sup> Upon completion of the replacement six-inch water main, the existing six-inch water main will be abandoned and written off the District's books. The construction of the existing main was funded through grant funds. According to the District's application in Case No. 2009-00013, the original cost of this water main was estimated to be thirty percent of the Phase I Water Lines Project. In its last rate proceeding, the District reported the original book cost of that project as \$1,575,321.25. Using a 62.5-year service life, the annual depreciation cost for that project is \$25,205.14. Thirty percent of that amount is \$7,561.54.