

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

**ELECTRONIC JOINT APPLICATION OF)
GREEN RIVER VALLEY WATER)
DISTRICT AND EDMONSON COUNTY)
WATER DISTRICT FOR AN ORDER)
APPROVING THE TRANSFER OF)
OWNERSHIP OF EDMONSON COUNTY)
WATER DISTRICT’S HART COUNTY)
SYSTEM AND THE WAX WATER)
TREATMENT PLANT AND APPROVING)
GREEN RIVER VALLEY WATER)
DISTRICT’S ASSUMPTION OF CERTAIN)
DEBT OBLIGATIONS OF EDMONSON)
COUNTY WATER DISTRICT PURSUANT)
TO THE PROVISIONS OF KRS 278.020,)
KRS 278.300, AND 807 KAR 5:001)**

**CASE NO.
2025-00329**

JOINT APPLICATION

Green River Valley Water District (“Green River District”) and Edmonson County Water District (“Edmonson District”) (collectively, the “Joint Applicants”), file this, Joint Application pursuant to KRS 278.020(6), KRS 278.300, 807 KAR 5:001, and all other applicable laws and regulations, and request the Kentucky Public Service Commission (the “Commission”) to enter an Order: (1) authorizing Green River District to acquire Edmonson District’s Hart County water distribution system (the “Hart County System”) and the Wax Water Treatment Plant (“Wax WTP”) pursuant to the Asset Purchase Agreement (the “Agreement”); (2) approving the

Agreement between Green River District and Edmonson District; and (3) authorizing Green River District to assume a portion of Edmonson District's outstanding Rural Development ("RD") debt obligations.¹

In support of the Joint Application, and in compliance with the rules and regulations of the Commission, the Joint Applicants state as follows:²

GENERAL INFORMATION

1. The full name and post office address of Green River District is: Green River Valley Water District, 1180 East Main Street, P.O. Box 460, Horse Cave, Kentucky 42749. Its email address is grvwd@scrtc.com.

2. The full name and post office address of Edmonson District is: Edmonson County Water District, 1128 Hwy 259 North, P.O. Box 208, Brownsville, Kentucky 42210. Its email address is kevin.shaw@ecwdwater.com.

3. Green River District is a water district organized pursuant to the provisions of KRS Chapter 74. Green River District is also a governmental agency within the meaning of KRS 67.0802(4)(a). Green River District is now, and has been since its inception, regulated by the Commission. All records and proceedings of

¹ Edmonson District will retain RD debt associated with its sewer operations; and as explained further in the Application it will also retain one small RD debt obligation associated with its water operations.

² To facilitate the Public Service Commission's initial review of this Joint Application, Green River District has attached to this Joint Application two "Filings Requirements Lists," one regarding the proposed asset transfer from Edmonson District to Green River (**Exhibit 1**) and the other regarding Green River District's assumption of Edmonson District's debt regarding its Hart County System (**Exhibit 2**). The Filings Requirements Lists set forth each relevant statutory and regulatory requirement and identify the exhibit or paragraph of the Joint Application that satisfies the requirement.

the Commission with reference to Green River District are incorporated in this Joint Application by reference.

4. Green River District is not a corporation, limited liability company, or limited partnership. It has no articles of incorporation or partnership agreements.

5. The governing body of Green River District is its Board of Commissioners. The Board of Commissioners is a public body corporate, with power to make contracts in furtherance of its lawful and proper purposes as provided in KRS 74.070 and all other applicable laws.

6. A general description of Green River District's water system property, together with a statement of the original cost, is contained in Green River District's Annual Report for 2024 which is on file with the Commission. The Annual Report is incorporated by reference.

7. Edmonson District is a water district organized pursuant to the provisions of KRS Chapter 74. Edmonson District is also a governmental agency within the meaning of KRS 67.0802(4)(a). Edmonson District is now, and has been since its inception, regulated by the Commission. All records and proceedings of the Commission with reference to Edmonson District are incorporated in this Joint Application by reference.

8. The governing body of Edmonson District is its Board of Commissioners. The Board of Commissioners is a public body corporate, with

power to make contracts in furtherance of its lawful and proper purposes as provided in KRS 74.070 and all other applicable laws.

9. A general description of Edmonson District's water system property, together with a statement of the original cost, is contained in Edmonson District's Annual Report for 2024 which is on file with the Commission. The Annual Report is incorporated by reference.

10. Pursuant to 807 KAR 5:001, Section 4(8), copies of all orders, pleadings, and other communications related to this proceeding should be directed to:³

Green River Valley Water District

Andrew Tucker, General Manager
1180 East Main Street
P.O. Box 460
Horse Cave, Kentucky 42749
Phone: (270) 786-2134
Fax: (270) 786-5261
atucker450@gmail.com

Damon R. Talley
Stoll Keenon Ogden PLLC
P.O. Box 150
Hodgenville, Kentucky 42748
Phone: (270) 358-3187
Fax: (270) 358-9560
damon.talley@skofirm.com

³ On October 6, 2025, the Joint Applicants' Notice of Election of Use of Electronic Filing Procedures, pursuant to 807 KAR 5:001, Section 8, was filed on the Commission's website.

Tina C. Frederick
Stoll Keenon Ogden PLLC
300 West Vine Street, Ste 2100
Lexington, Kentucky 40507
Phone: (859) 231-3951
Fax: (270) 358-9560
Tina.frederick@skofirm.com

Edmonson County Water District

Kevin Shaw, General Manager
1128 Hwy 259 North
P.O. Box 208
Brownsville, Kentucky 42210
Phone: (270) 597-2165
Fax: (270) 597-2166
Kevin.shaw@ecwdwater.com

E. Kenly Ames
English, Lucas, Priest & Owsley, LLP
1101 College Street
P.O. Box 770
Bowling Green, Kentucky 42102-0770
Phone: (270) 781-6500
Fax: (270) 782-7782
kames@elpolaw.com

BACKGROUND

11. Green River District currently owns and operates drinking water production, treatment, and distribution facilities (“Green River District’s System”).

12. As of December 31, 2024, Green River District provided retail water service to approximately 7,418 residential customers, 303 commercial customers, and 260 public authorities in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties,

Kentucky.⁴

13. In addition to providing retail water service, Green River District also supplied wholesale water service to seven wholesale customers in 2024, including the cities of Horse Cave and Munfordville in Hart County.⁵

14. Green River District owns and operates the Green River Valley Water Treatment Plant and related facilities in Hart County (“Green River Valley WTP”), which treats water from the Green River and Rio Spring.

15. Edmonson District currently owns and operates water production and treatment facilities in Edmonson and Grayson Counties, Kentucky, and owns and operates water distribution facilities in Edmonson, Grayson and Hart Counties, Kentucky.

16. Edmonson District’s Hart County System provides retail water service to approximately 2,000 customers located in the northwest portion of Hart County, including the communities of Kessinger and Cub Run.

17. Edmonson District owns and operates the Wax WTP, which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to Edmonson District’s customers in its Hart County System, as well as to Edmonson District’s customers in Grayson County.

⁴ *Annual Report of Green River Valley Water District to the Kentucky Public Service Commission for the Calendar Year Ended December 31, 2024 (“2024 Annual Report”)* at 12 and 49.

⁵ 2024 Annual Report at 49 and 56.

18. Green River District's system is adjacent to and interconnected with Edmonson District's system. A map depicting the system boundaries of Edmonson, Grayson and Green River Districts as well as the boundaries of the Hart County System and the location of the Wax WTP is attached to this Application and incorporated by reference as **Exhibit 3**.

19. In order to maintain a reliable source of potable water for the Hart County customers which it proposes to acquire from Edmonson District, it will be necessary and convenient for Green River District to acquire the Wax WTP from Edmonson District.

20. Both Green River District's Board of Commissioners and the Board of Commissioners for Edmonson District have determined that combining Edmonson District's Hart County System with Green River District's System will result in economies of scale, and it will enable Green River District to manage, operate, and maintain the combined system in a more cost-effective manner.

21. On May 29, 2025, Green River District and Edmonson District executed a Statement of Intent, pursuant to which Green River District expressed its intent to acquire Edmonson District's Hart County System and its Wax WTP and Edmonson District expressed its intent to transfer and convey its Hart County System and its Wax WTP to Green River District. A copy of the Statement of Intent is attached to this Application and incorporated by reference as **Exhibit 4**.

22. On May 29, 2025, under the authority granted to water districts by KRS 74.414, Green River District and Edmonson District executed an Operating Agreement for the Wax WTP and the Hart County System. Pursuant to the terms of this Operating Agreement, Green River District began supervising the operation of the Wax WTP on June 2, 2025, and began managing, operating, repairing, and maintaining Edmonson's Hart County System and Wax WTP on July 1, 2025. A copy of the Operating Agreement is attached to this Application and is incorporated by reference as **Exhibit 5**.

23. On September 25, 2025, Green River District and Edmonson District entered into an Asset Purchase Agreement (the "Agreement") whereby Edmonson District will sell and transfer its Hart County System and its Wax WTP to Green River District in exchange for the payment or assumption by Green River District of fifty-two (52) percent of the outstanding principal balance, plus accrued interest, of the total amount of the debt obligations incurred by Edmonson District for the purpose of constructing extensions and improvements to Edmonson's District's water system. A copy of the Agreement is attached to this Application and is incorporated by reference as **Exhibit 6**.

24. The closing of the proposed transaction (the "Closing") shall take place at a mutually convenient date, time, and place (the "Closing Date") once all the Closing Requirements, set forth in paragraph 16 of the Asset Purchase Agreement

(**Exhibit 6** to this Application), are satisfied.

25. On September 25, 2025, Green River District adopted Resolution No. 2025-09-01 authorizing the acquisition of Edmonson District's Hart County System and the Wax WTP and approving the Agreement. A copy of Green River District's Resolution is attached to this Application and incorporated by reference as **Exhibit 7**.

26. On September 23, 2025, Edmonson District adopted Resolution No. 2025-09-023 authorizing the transfer of its Hart County System and Wax WTP to Green River District and approving the Agreement. A copy of Edmonson District's Resolution is attached to this Application and incorporated by reference as **Exhibit 8**.

27. Pursuant to KRS 278.020(6), Edmonson District cannot transfer ownership of its Hart County System and the Wax WTP to Green River District without Commission approval. Likewise, pursuant to KRS 278.020(6) Green River District cannot acquire ownership of the Hart County System and Wax WTP unless the Commission finds that it has the financial, technical, and managerial abilities to provide reasonable service and approves the acquisition.

28. Furthermore, Green River District cannot assume Edmonson District's long-term debt obligations without Commission approval pursuant to KRS 278.300.

THE PROPOSED TRANSACTION

29. The Agreement provides that Edmonson District shall sell and transfer to Green River District its Hart County Water System and its Wax WTP and related assets.⁶ The assets being transferred to Green River District include, but are not limited to the following:

A. **Kessinger Tank.** The 154,000-gallon glass-lined standpipe water storage tank designated as the Kessinger Tank, which is located at 5377 Cub Run Highway, Munfordville, Kentucky, all appurtenances, and the parcel of real estate on which the tank is located (See Deed Book 183, Page 358 and the Deed of Correction in Deed Book 184, Page 61, both of record in the Office of the Hart County Clerk);

B. **Cub Run Tank.** The 200,000-gallon elevated water storage tank designated as the Cub Run Tank, which is located at the end of Water Tower Road, Cub Run, Kentucky, all appurtenances, and the parcel of real estate on which the tank is located (See Deed Book 252, Page 256 of record in the Office of the Hart County Clerk);

C. **Cub Run Pump Station.** The booster pump station designated as the Cub Run Pump Station, which is located at 11333 Cub Run Highway, Cub Run, Kentucky, all appurtenances, and the parcel of real estate on which the pump

⁶ Asset Purchase Agreement (“Agreement”) at 4-7, paragraph 2.

station is located (See Deed Book 183, Page 356 of record in the Office of the Hart County Clerk);

D. **Windy Hill Pump Station.** The booster pump station designated as the Windy Hill Pump Station, which is located at 16305 Cub Run Highway, Cub Run, Kentucky, all appurtenances, and the parcel of real estate on which the pump station is located (See Deed Book 183, Page 353 of record in the Office of the Hart County Clerk);

E. **Wax Water Treatment Plant.** The water treatment plant with a rated capacity of one million gallons per day and designated as the Wax WTP which is located at 15000 Peonia Road, Cub Run, Kentucky, all buildings and other structures, the permanently mounted Cummins 450 KW generator, the raw water intake, all other equipment and facilities used to operate the Wax WTP, all appurtenances, the parcel of real estate on which the Wax WTP is located (See the Quit Claim Deed recorded in Deed Book 206, Page 327 and the Deed of Correction recorded in Deed Book 206, Page 605 in the office of the Grayson County Clerk), and all other easements, leases, permits, etc. of the Edmonson District with respect to the Wax WTP;

F. **Alvey Lane Parcel.** The parcel of real estate located on Alvey Lane and described in Deed Book 374, Page 617 in the Office of the Hart County Clerk;

G. **Lot 3 Harborview Village.** The parcel of real estate designated as Lot 3 of Harborview Village located on Jeanie’s Way and described in Deed Book 376, Page 21 in the Office of the Hart County Clerk;

H. All other real estate, easements and the improvements thereon, licenses, encroachment permits, rights-of-way, Deeds, or other interests in real estate presently owned by Edmonson District and utilized in the operation of the Edmonson District’s Hart County System or the Wax WTP;

I. Edmonson District’s entire Hart County System and the Wax WTP including, but not limited to, the following: all transmission mains, distribution lines, valves, meter vaults, meters, fire hydrants, flush hydrants, tap installations, and fittings presently owned by Edmonson District and utilized in the operation of Edmonson District’s Hart County System or the Wax WTP;

J. All maps, drawings, operating manuals, engineering reports and “As Built” plans pertaining to Edmonson District’s Hart County System or the Wax WTP;

K. Copies of all business records pertaining to Edmonson’s Hart County System and the Wax WTP, including, but not limited to, all customer records and customer agreements; and

L. Any and all other tangible and intangible rights, permits, licenses or authorizations owned by Edmonson District and utilized in the operation of its

Hart County System and the Wax WTP.

30. As consideration for the transfer of Edmonson's Hart County System and the Wax WTP, at Closing Green River District shall pay, shall assume, or shall satisfy by a combination of assumption and payment to Edmonson District **fifty-two (52) percent** of the outstanding principal balance, plus accrued interest, of the total amount of the debt obligations incurred by Edmonson District for the purpose of constructing extensions and improvements to its water system.⁷ These debt obligations are evidenced by six different series of revenue bonds issued by Edmonson District, purchased by United States Department of Agriculture, Rural Development ("RD"), and held by RD (the "Outstanding RD Water Bonds"), which currently have an outstanding principal balance of **\$4,658,500**. In addition, Edmonson District has three debt obligations which are owed to the Rural Water Financing Agency (the "RWFA"), which is the successor to the Kentucky Rural Water Finance Corporation. These debt obligations are evidenced by loans and are identified as the "RWFA Loans." The outstanding principal balance of the RWFA Loans is currently **\$4,770,000**. Thus, the total current principal balance of the RD Bonds and the RWFA loans is **\$9,428,500**. Attached as **Exhibit 9** and incorporated by reference is a description of the Outstanding RD Water Bonds. Attached as **Exhibit 10** and incorporated by reference is a description of the RWFA Loans, an

⁷ Agreement at 7-9, paragraph 3.

illustration of how the final purchase price will be calculated, and a breakdown of how Green River District proposes to satisfy the purchase price . Because Edmonson District will continue making payments on the Outstanding RD Water Bonds and the RWFA Loans until the Closing, the final purchase price shall be determined as of the date of Closing in accordance with the terms of the Agreement.

31. The Joint Applicants acknowledge that Edmonson District has elected to retain the Outstanding RD Water Bond, designated as the 2013B Bond, in the original principal amount of \$160,000 issued on February 12, 2015. The 2013B Bond has a current outstanding principal balance of \$137,500. Green River District shall assume the remaining five Outstanding RD Water Bonds. Green River District will not assume any of the RWFA Loans. Green River District shall pay cash at closing for the balance of the final purchase price that is not satisfied by the assumption of Outstanding RD Water Bonds.

32. Pursuant to the provisions of its various Bond Resolutions, Edmonson District has established, maintained, and acknowledges its obligation to make monthly transfers to its Bond Sinking Fund. The current amount of the required monthly transfer to the Bond Sinking Fund for all six Outstanding RD Water Bonds is **\$24,045.21**. Up to the date of Closing, Edmonson District shall continue making the required monthly transfers to its Bond Sinking Fund and shall use the accumulated funds to make the required principal and interest payments on its

Outstanding RD Water Bonds. At the Closing, Edmonson District shall transfer to Green River District a sum of money equal to the portion of the Bond Sinking Fund attributable to the Outstanding RD Water Bonds that Green River District assumes but shall keep all amounts attributable to any Outstanding RD Water Bonds that Green River District does not assume and all amounts attributable to Edmonson District's Outstanding RD Sewer Bond.

33. Pursuant to the provisions of its various RWFA Assistance Agreements, Edmonson District has established, maintained, and acknowledges its obligation to make monthly transfers to its RWFA Sinking Fund held by Regions Bank, as Trustee for RWFA. The current amount of the required monthly transfer to the RWFA Sinking Fund is **\$44,470.04**. Up to the date of Closing, Edmonson District shall continue making the required monthly transfers to its RWFA Sinking Fund and shall use the accumulated funds to make the required principal and interest payments on its RWFA Loans. Green River District will not be assuming any of the RWFA Loans, and Edmonson District shall retain the funds in the RWFA Sinking Fund. For purposes of calculating the final purchase price due to Edmonson District as of the date of Closing, the Joint Applicants shall deduct the amount of funds in the RWFA Sinking Fund from the outstanding principal and accrued interest owed on the RWFA Loans at that time to arrive at the total amount outstanding on the RWFA Loans.

34. Pursuant to the provisions of each of Edmonson District's RD Water Bonds and associated grants from RD, Edmonson District has been required to establish and maintain depreciation reserve funds. A list of the current amounts of those reserve funds appears in Exhibit 3 of the Asset Purchase Agreement, which is attached to this Application as **Exhibit 6**.

35. Green River District acknowledges that for each RD Water Bond it assumes, it will assume the obligation to establish and maintain the required depreciation reserve fund. For each RD Water Bond that Green River District assumes, Green River District will establish a depreciation reserve fund equal to the amount reserved by Edmonson District as of the date of Closing and will provide RD with evidence satisfactory to RD of same.

36. The Joint Applicants acknowledge that instead of accepting evidence of Green River District establishing such depreciation reserve funds, RD may require Edmonson District to transfer the depreciation reserve fund amounts to Green River District in connection with approving Green River District's assumption of RD Water Bonds. In that event, the final purchase price due from Green River District to Edmonson District shall be increased by an amount equal to the total amount of depreciation reserve funds Edmonson District transfers to Green River District.

37. The Joint Applicants acknowledge that, pursuant to written leases or other written agreements with Edmonson District, certain cellular companies or

other communication companies have attached communication antennas to the Cub Run Tank and have installed generators and related facilities on the ground adjacent to the Cub Run Tank. At Closing, Edmonson District shall assign and transfer all its rights under these leases or other written agreements to Green River District, and Green River District shall assume all Edmonson District's obligations under these leases and other written agreements. Edmonson District shall retain all payments made pursuant to these leases or other agreements prior to Closing. Thereafter, Green River District shall receive all future payments pursuant to the terms of the leases or other written agreements.

38. Green River District's current General Manager is familiar with the condition of Edmonson District's Hart County System and the Wax WTP because Green River District has been managing, operating, repairing, and maintaining both the Hart County System and the Wax WTP since July 1, 2025.

FINANCIAL INFORMATION

39. Green River District has the financial, technical, and managerial abilities to provide reasonable water service for the existing water customers of the Hart County System without placing a financial burden on those customers or Green River District's existing customers or adversely affecting the quality of service presently afforded the existing customers of Green River District or the Hart County System customers.

40. Pursuant to KAR 5:001, Section 12, Green River District states as follows:

A. **Section 12(2)(a) Stock Authorized:** None. Green River District is a Water District. Therefore, this provision is not applicable;

B. **Section 12(2)(b) Stock Issued & Outstanding:** None. Green River District is a Water District. Therefore, this provision is not applicable;

C. **Section 12(2)(c) Preferred Stock Preference:** None. Green River District is a Water District. Therefore, this provision is not applicable;

D. **Section 12(2)(d) Mortgages:** None. Green River District does not have any mortgages or trust deeds in effect as of the date of this Application;

E. **Section 12(2)(e) Bonds:** A schedule setting forth the current long-term debt of Green River District, including all bonds which have been authorized and issued by Green River District, and which are still outstanding is set forth in **Exhibit 11**. Green River District is the public entity which issued these revenue bonds (the “Bonds”). The Bonds are all secured by a pledge of Green River District’s water system revenues. The total amount of interest on these bonds paid by Green River District during the fiscal year July 1, 2024 – June 30, 2025 was **\$188,038**. **Exhibit 11** also itemizes the amount of interest paid on each separate Bond issue and provides information on Green River District’s total debt service;

F. **Section 12(2)(f) Notes Outstanding:** **Exhibit 11** sets forth the current long-term debt of Green River District, including all notes issued by Green River District, and which are still outstanding. The total amount of interest on these notes paid by Green River District during the fiscal year July 1, 2024 – June 30, 2025 was **\$171,913**. **Exhibit 11**, also itemizes the amount of interest paid on each separate note and provides information on Green River District’s total debt service;

G. **Section 12(2)(g) Other Indebtedness:** Green River District has **no** indebtedness other than that listed in **Exhibit 11**;

H. **Section 12(2)(h) Dividends:** None. Green River District is a Water District. Therefore, this provision is not applicable; and

I. **Section 12(2)(i) Income Statement & Balance Sheet:** Green River District's detailed Income Statement for the twelve (12) month period ending on June 30, 2025 and Green River District's Balance Sheet, as of June 30, 2025 are attached as **Exhibit 12** and are incorporated by reference.⁸ Additionally, Green River District is providing monthly Balance Sheets and Income Statements for July – September 2025 as **Exhibit 13**.

41. A copy of Green River District's audited financial statement for the fiscal year ended June 30, 2025 is attached as **Exhibit 14** and is incorporated by reference.

42. As a result of the proposed acquisition, Green River District will incur an additional debt of \$ 4,355,500. (see **Exhibit 9**). When the new debt is combined with Green River District's existing debt of \$14,320,756 (as of June 15, 2026), it results in a combined debt of **\$18,676,226**. **Exhibit 15**, which is attached, displays Green River District's existing debt, the new debt it will be assuming from Edmonson District, the combined debt after the proposed acquisition, and the monthly amount of debt service following the proposed acquisition. All bonds will be secured by a pledge of revenues.

⁸ Contemporaneously with this Joint Application, Green River District has separately filed into the record of this proceeding its Motion for Deviation from the requirement set forth in 807 KAR 5:001, Section 12(1)(a) that the Financial Exhibit required to accompany this Application be for a 12-month period ending not more than 90 days prior to the date the application is filed. The financial documents that comprise Green River District's Financial Exhibit are for a 12-month period ending approximately 127 days prior to the date of filing of this Joint Application, for this reason monthly balance sheets and income statements for the months of July, August, and September 2025 are also being filed with this Application.

43. Pursuant to KAR 5:001, Section 18, Green River District hereby states as follows:

A. **Section 18(1)(b) Applicant's Property:** A general description of Green River District's water system property, together with a statement of the original cost, is contained in Green River District's Annual Report for 2024 which is on file with the Commission. Green River District's 2024 Annual Report is incorporated by reference in this Joint Application.

B. **Section 18(1)(c) Stock to be Issued:** None. Green River District does not propose to issue any stock.

C. **Section 18(1)(d) Use of Proceeds:** As further explained in paragraph 29 and set out in **Exhibit 6**, Green River District proposes to assume 52 percent of the debt obligations that Edmonson District incurred in constructing extensions and improvements to its water system and its Wax WTP. All of Edmonson District's bonds being assumed by Green River District will be used to acquire Edmonson District's Hart County System and the Wax WTP. None of the bonds being assumed will be used for the construction, completion, extension, or improvement of facilities, the improvement of service, the maintenance of service, or the discharge or refunding of obligations.

D. **Section 18(1)(e) Property to be Acquired:** Green River District is acquiring Edmonson District's Hart County System and the Wax WTP. A detailed description of the property being acquired is set forth in the Agreement (see paragraphs 2 and 4 of the Agreement). The book value of the property being acquired is **\$3,766,369**. A schedule itemizing the book value of each of the major components of Edmonson District's Hart County System and the Wax WTP is set forth in **Exhibit 17**;

E. **Section 18(1)(f):** This sub-section is not applicable because no portion of the bonds being assumed by Green River District will be used to discharge or refund the obligations of Edmonson District.

F. **Section 18(1)(g) State Local Debt Officer Notification:** Attached as **Exhibit 18** is Green River District's notification to the State Local Debt Officer. This email message, together with the attachments, constitute Green River District's written notification to the State Local Debt Officer and compliance with KRS 65.117;

G. **Section 18(2)(a) Financial Exhibit:** See paragraph 40 of this Joint Application for Green River District's Financial Exhibit;

H. **Section 18(2)(b) Trust Deeds or Mortgages:** None. Green River District does not have any mortgages or trust deeds in effect as of the date of this Joint Application;

I. **Section 18(2)(c) USOA Account Number:** Attached as **Exhibit 17** is a table arranged by USOA account number, which sets forth the book value of each of the major components of the Hart County System and Wax WTP which are being acquired by Green River District.

44. Green River District believes that the financial information submitted with this Joint Application is sufficient to enable the Commission to adequately, effectively, and efficiently review this Joint Application.

WHOLESALE WATER SALES TO GRAYSON COUNTY WATER DISTRICT

45. In contemplation of acquiring Edmonson District's customers and water distribution assets located in Grayson County and desiring a supplemental source of potable water with which to serve its customers, Grayson County Water District ("Grayson District") executed a Water Purchase Agreement with Green

River District (the “WPA”) on May 29, 2025. A copy of the WPA is attached as **Exhibit 16.**⁹

46. Under the terms of the WPA Green River District will supply finished water to Grayson District via utilization of the Wax WTP. The point of delivery is the Wax WTP.

47. The WPA is for a 10-year term. For approximately five years, until October 1, 2030, Grayson District must purchase a minimum of 150,000 gallons a day. After October 1, 2030, the minimum purchase requirement is reduced to 100,000 gallons per day.

48. The maximum purchase amount is 400,000 gallons per day for the term of the WPA.

49. Green River District and Grayson District have agreed that the wholesale rate to be charged to Grayson District is Green River District’s wholesale rate as shown on its tariff on file with the Commission. Assuming only the minimum purchase amount and the current wholesale rate, Green River District will receive approximately **\$164,798** in additional annual revenue from wholesale water sales to Grayson District.¹⁰

⁹ Green River District filed the WPA with the Commission for review via the Electronic Tariff Filing System on October 30, 2025.

¹⁰ 150,000 gallons per day x 365 days = 54,750,000 gallons. 54,750,000 gallons x \$0.00301 = \$164,797.50

50. Assuming the average retail customer of the Hart County System uses 3,000 gallons of water each month,¹¹ Green River District will increase its revenue from retail water sales by **\$783,120** per year by virtue of the transfer of the Hart County System. The combined expected future annual revenues for Green River District from the transfer of the Hart County System and the Wax WTP are approximately **\$947,918**.¹²

51. No rate adjustment for Green River District's existing customers will be necessary. The proposed acquisition will generate a substantial, positive cash flow, which will enable Green River District to pay all operational and maintenance expenses incurred for the Hart County System and the Wax WTP, to make bond payments, and to set aside additional reserves.

RATES

52. Following the proposed transfer, Green River District will **not** need to hire additional employees to operate the Hart County System. Furthermore, Green River District has been operating the Hart County System and the Wax WTP since July 1, 2025, and extended an offer of employment to all of Edmonson District's Wax WTP employees at that time. Five Edmonson District employees working at

¹¹ This was the reported usage by an average customer in Edmonson District's last rate proceeding. *See* Case No. 2024-00219, Application, Attachment 1, Customer Notice (filed July 19, 2024).

¹² \$164,798 in wholesale water sales + \$783,120 in retail water sales = \$947,918 in total expected revenues from water sales due to the transfer.

the Wax WTP accepted this offer. Four of the five employees continue to work at the Wax WTP as Green River District employees and one has since found employment elsewhere. Green River District experienced an increase of approximately \$22,100 in its monthly payroll expenses when it began operating the Wax WTP. However, as discussed more fully in **Exhibit 24**, the Written Direct Testimony of Andrew Tucker, General Manager of Green River District, the average monthly revenue from operating the Hart County System and Wax WTP is sufficient to cover the average monthly expenses of operating the system and to pay the additional debt service associated with the transfer.

53. Green River District employs 13 individuals who hold valid drinking Water Distribution Operator licenses and 8 individuals who hold valid Water Treatment Plant Operator licenses issued by the Kentucky Board of Certification of Water and Wastewater System Operators.¹³ A list of the names, qualifications, and license numbers of Green River District's Certified Water Distribution System and Treatment Plant Operators is attached as **Exhibit 19** to this Joint Application.

54. **Exhibit 20** sets forth Edmonson District's current rates, which the Commission approved by Order dated March 10, 2025, in Case No. 2024-00219.

55. **Exhibit 21** sets forth Green River District's current rates, which the

¹³ See Exhibit 19. One employee, Michael Peterson, Green River District's Water Treatment Plant Manager, is certified as both a Water Treatment Plant Operator and a Water Distribution System Operator,

Commission approved by Orders dated October 30, 2023, and December 4, 2023, in Case No. 2023-00088.

56. Upon the transfer of the Hart County System and the Wax WTP from Edmonson District to Green River District, Green River District will charge the customers it acquires by virtue of the transfer its Commission approved rates for water service. Attached as **Exhibit 22** is a side-by-side comparison of Edmonson District's current rates and Green River District's current rates organized by meter size. Green River District's tariff includes rates for three-inch and four-inch meters, but there are no meters in the Hart County System larger than 2-inch meters. Therefore, the rates for larger size meters were not included on **Exhibit 22**.

57. A bill comparison table for water service using a 5/8 x 3/4-inch meter is attached as **Exhibit 23**. As illustrated by Exhibits 22 and 23 the rates charged by Green River District are not substantially different from the rates charged by Edmonson District. For a residential retail customer using an average of 3,000 gallons per month, the bill will be \$1.57 more per month under Green River District's rate schedule than under Edmonson District's rate schedule. However, for a retail residential customer using 5,000 gallons of water, the bill will be \$1.77 less under Green River District's rate schedule.

BENEFITS OF TRANSFER

58. The public policy of the Commonwealth, as declared in KRS

224A.300(1) and KRS 74.361(1) and (10) is to encourage regionalization, consolidation, and merger of water utilities wherever feasible. Green River District's proposed acquisition of Edmonson District's Hart County System and the Wax WTP is consistent with, and in furtherance of, this public policy. After the transfer both Green River District and Edmonson District will continue to operate as separate utilities and no reduction in the number of water utilities in Kentucky will be achieved by this transfer. However, the transfer will result in the consolidation of water service in Hart County. Currently, Green River District, Edmonson District, the City of Horse Cave and the City of Munfordville provide retail water service in Hart County. Following the transfer, only Green River District and the two municipalities will provide retail water service in Hart County. Both municipalities are also wholesale customers of Green River District. The retail customers that Green River District will acquire by virtue of the transfer will be receiving water service from a utility headquartered in their home county. This proximity of Green River District's management to the Hart County System retail customers will have a positive effect on customer service as well as furthering the public policy of consolidation of water utilities.

59. The transfer of the Wax WTP to Green River District will provide Green River District with an alternate source of water with which to serve its Hart County customers. For several years Green River District has purchased water from

Edmonson District (via the Wax WTP) to supply water to customers along Bumgardner Road in Hart County. This is because Green River District was experiencing difficulty in supplying water to these customers at the required pressure from its own source of supply. The transfer of the Hart County System and the Wax WTP to Green River District will provide another source of supply to service customers in Bonnieville, Bumgardner Road and other areas in Hart County.

60. The transfer of the Hart County System will also provide Green River District with 354,000 gallons of additional storage capacity in the area where most of its customers are located.

61. The benefits of the transfer to Green River District are more completely explained in **Exhibit 24**, the Written Direct Testimony of Andrew Tucker, General Manager of Green River District.

62. The benefits of the transfer to Edmonson District involve being relieved of long-term debt, as well as the challenges of adequately staffing the Wax WTP with certified water treatment operators and addressing significant maintenance issues at the Wax WTP. The issues regarding the Wax WTP are summarized below.

63. Edmonson District entered into an Agreed Order with the Kentucky Energy and Environment Cabinet (“Cabinet”) on September 18, 2024, in Case No. DOW 24-3-0082 (the “Agreed Order”). The Agreed Order, the Corrective Action

Plan,¹⁴ and the letter accepting the Corrective Action Plan are attached as **Exhibit 25**. The Agreed Order came as a result of a number of Notices of Violation (“NOVs”) from the Kentucky Division of Water (“DOW”) for, among other things, Edmonson District’s failure to maintain microbial treatment and failure to maintain combined filter effluent turbidity at the Wax WTP.

64. Additionally, Edmonson District received a Notice of Deficiency from DOW on August 14, 2025, following a Drinking Water Sanitary Survey conducted on June 3-4 and June 17-18, 2025. Because several of the deficiencies cited, including the only deficiency classified as a “Significant Deficiency” related to the Wax WTP, both Edmonson District and Green River District submitted written responses to the Significant Deficiency. The Significant Deficiency related to Edmonson District not having a certified water treatment plant operator on staff 24-hours each day. The letter notifying Edmonson District of the deficiencies, the Sanitary Survey, and the responses that Edmonson District and Green River District submitted to DOW are attached as **Exhibit 26**.

65. Finally, Edmonson District is in the process of concluding a matter involving the United States Environmental Protection Agency (“EPA”). On August 26, 2025, Edmonson District received a Notice of Noncompliance and Concerns

¹⁴ The Corrective Action Plan has been updated to reflect completed items. The document is color-coded, with original provisions appearing in black print and successive updates each made in a different color print.

(the “Notice”) and an Administrative Compliance Order (Docket No. SDWA-04-2025-5004) from the EPA as a result of an onsite inspection conducted on March 12-13, 2025. Edmonson District responded to the Notice and supplied the documentation required by the Administrative Compliance Order. On October 27, 2025, the EPA notified Edmonson District that the Administrative Compliance Order was closed. Edmonson District expects to receive further communication soon from the EPA indicating that the Notice of Noncompliance has also been closed. The Notice, Administrative Compliance Order, Edmonson District’s response, and the EPA’s letter closing the Administrative Compliance Order are attached as **Exhibit 27**.

66. In his Written Direct Testimony attached as **Exhibit 28**, Kevin Shaw, General Manager of Edmonson District, more fully explains the benefits of the transfer to be realized by Edmonson District.

67. Combining and consolidating the Hart County System and the Wax WTP with Green River District’s water system will result in economies of scale and will allow the combined system to be managed, operated, and maintained in a more cost-effective manner by a utility headquartered in the same county as the customers to be acquired in the transfer.

CONCLUSION

68. Green River District, pursuant to KRS 74.100 and other applicable

laws, is authorized to expand its existing water system by acquiring Edmonson District's Hart County System and the Wax WTP.

69. Both Green River District's Board of Commissioners and Edmonson District's Board of Commissioners have determined that it is economically feasible, desirable, and beneficial and in the best interests of Green River District's customers, Edmonson District's customers, both inside and outside of Hart County, and the general public for the proposed transfer of assets to take place.

70. Green River District has the financial, technical, and managerial abilities to provide reasonable water service to the customers of Edmonson District's Hart County System without causing a financial burden on Green River District's existing customers or adversely affecting the quality of service presently afforded the existing customers of Green River District or Edmonson District.

71. The assumption of the Edmonson District's debt obligations will **not** be a burden on Green River District's existing customers. The revenue generated by operating the Hart County System and Wax WTP will be sufficient to cover the costs of operating the system and paying the debt service acquired by virtue of the transfer. Following the acquisition, Green River District will owe \$18,676,226, will have over 10,000 customers, and an additional source of water supply.

72. Green River District's proposed acquisition of Edmonson District's Hart County System and the Wax WTP will not adversely impact Green River

District's ability to provide adequate, reasonable, and reliable service to its existing customers. Indeed, just the opposite is true. The proposed acquisition will enhance Green River District's capacity to provide water service by providing additional storage and an additional source of supply for Green River District's customers.

73. After the transfer, Edmonson District will be more capable of providing adequate, efficient, and reasonable service to its remaining customers because most of its debt will be satisfied in the transfer proposed in this proceeding and in the companion proceeding involving Grayson County Water District, Case No. 2025-00330.¹⁵ Its customer base will be consolidated closer to its headquarters, thereby facilitating better customer service.

74. The Joint Applicants have scheduled a Tentative Closing Date for **June 15, 2026.**

75. No rate adjustment will be necessary for Green River District's existing customers.

76. All the Exhibits which are attached to this Joint Application are hereby incorporated by reference.

WHEREFORE, the Joint Applicants respectfully request that the

¹⁵ *Electronic Joint Application of Grayson County Water District and Edmonson County Water District for an Order Approving the Transfer of Ownership of Edmonson County Water District's Grayson County Distribution System and an Order Authorizing the Issuance of Securities by Grayson County Water District Pursuant to the Provisions of KRS 278.020, KRS 278.300, and 807 KAR 5:001.* Case No. 2025-00330 (filed Nov. 3 2025).

Commission take the following actions:

1. Place this Joint Application to assume securities by Green River District and Edmonson District at the head of the docket as provided by KRS 278.300(2);
2. Authorize Green River District to acquire Edmonson District's Hart County System and the Wax WTP pursuant to the Asset Purchase Agreement;
3. Approve the Asset Purchase Agreement between Green River District and the Edmonson District;
4. Authorize Green River District to assume Edmonson District's Outstanding RD Water Bonds as set forth in this Application; and
5. Grant Green River District any and all other appropriate relief.

Dated: November 3, 2025

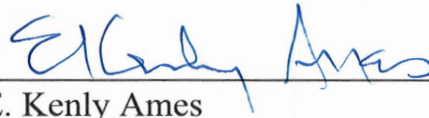
Respectfully submitted,



Damon R. Talley
Stoll Keenon Ogden PLLC
P.O. Box 150
Hodgenville, KY 42748-0150
Telephone: (270) 358-3187
Fax: (270) 358-9560
damon.talley@skofirm.com

Tina C. Frederick
300 West Vine Street, Suite 2100
Lexington, KY 40507
Telephone((859) 231-3951
Fax: (270) 358-9560
Tina.frederick@skofirm.com

*Counsel for Green River Valley Water
District*



E. Kenly Ames
English, Lucas, Priest & Owsley, LLP
1101 College Street
P.O. Box 770
Bowling Green, Kentucky 42102-0770
Phone: (270) 781-6500
Fax: (270) 782-7782
kames@elpolaw.com

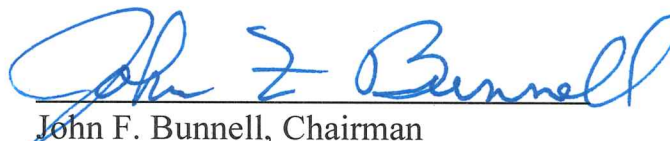
*Counsel for Edmonson County Water
District*

GREEN RIVER VALLEY WATER DISTRICT'S VERIFICATION

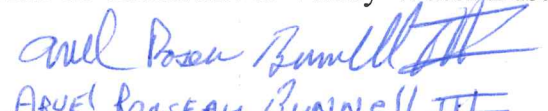
COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF HART)

The undersigned, John F. Bunnell, being duly sworn, deposes and states that he is the Chairman of Green River Valley Water District, one of the Joint Applicants in the above proceeding; that he has read this Verified Joint Application and has noted its contents; that the same is true of his own knowledge, except as to those matters which are stated on information or belief, and as to those matters, he believes same to be true.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on this 3rd day of November 2025.


John F. Bunnell, Chairman
Green River Valley Water District

Subscribed and sworn to before me, a Notary Public in and for said County and State, by John F. Bunnell, in his capacity as Chairman of Green River Valley Water District, on this 3rd day of November 2025.


ARUEL ROSEAU BUNNELL III
Notary Public, State at Large

Notary ID: KYNP 54808

My Commission expires: 8-12-2026

EDMONSON COUNTY WATER DISTRICT

**COMMONWEALTH OF KENTUCKY)
) SS
COUNTY OF EDMONSON)**

The undersigned, Darren Dennison, being duly sworn, deposes and states that he is the Chairman of Edmonson County Water District, one of the Joint Applicants in the above proceeding; that he has read this Verified Joint Application and has noted its contents; that the same is true of his own knowledge, except as to those matters which are stated on information or belief, and as to those matters, he believes same to be true.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on this 31st day of October 2025.



Darren Dennison, Chairman
Edmonson County Water District

Subscribed and sworn to before me, a Notary Public in and for said County and State, by Darren Dennison, in his capacity as Chairman of Edmonson County Water District, on this 31st day of October 2025.


Notary Public, State at Large

Notary ID: KYNP90516

My Commission expires: 07-18-2028

DYLAN RAY HAZELWOOD
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
ID # KYNP90516
MY COMMISSION EXPIRES JULY 18, 2028

CERTIFICATE OF SERVICE

In accordance with the Commission's Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on November 3, 2025; and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.


Damon R. Talley

TABLE OF EXHIBITS

Exhibit No.	Description
1.	Filing Requirements Checklist – Transfer of Assets
2.	Filing Requirements Checklist – Assumption of Debt
3.	Map – Edmonson District, Grayson District and Green River Valley Districts’ System Boundaries with Hart County System
4.	Statement of Intent
5.	Operating Agreement
6.	Asset Purchase Agreement
7.	Resolution of Green River Valley District Approving Asset Purchase Agreement
8.	Resolution of Edmonson District Approving Asset Purchase Agreement
9.	Schedule of Edmonson District’s RD Water Bonds to be Assumed by Green River Valley District
10.	Schedule of Edmonson District’s RWFA Loans and Estimated Purchase Price Calculation
11.	Schedule of Green River Valley District’s Existing Outstanding Long-Term Debt & Interest Paid FY 2025
12.	Income Statement and Balance Sheet of Green River Valley District for Fiscal Year Ending June 30, 2025
13.	Monthly Income Statements and Balance Sheets of Green River Valley District July – September 2025
14.	Audit Report of Green River Valley District for Fiscal Year Ending June 30, 2025

15. Total Green River Valley District Debt After Acquisition & Monthly Debt Service
16. Water Purchase Agreement – Green River Valley District and Grayson District
17. Book Value of Property Being Acquired Using USoA Account Numbers
18. Notification to State Local Debt Officer
19. Schedule of Green River Valley District’s Certified Operators
20. Schedule of Edmonson District’s Current Water Rates
21. Schedule of Green River Valley District’s Current Water Rates
22. Side-by-Side Comparison of Edmonson District’s and Green River Valley District’s Current Water Rates
23. Bill Comparison Using Edmonson District’s and Green River Valley District’s Current Water Rates
24. Written Direct Testimony of Andrew Tucker, General Manager of Green River Valley Water District
25. Agreed Order & Corrective Action Plan
26. Drinking Water Sanitary Survey, Notice of Deficiency, and Responses of Joint Applicants
27. Notice of Noncompliance and Concerns and Administrative Compliance Order, Response and EPA’s October 27, 2025 Letter
28. Written Direct Testimony of Kevin Shaw, General Manager of Edmonson County Water District

Exhibit 1

Filings Requirements Checklist

Transfer of Assets

**FILING REQUIREMENTS LIST FOR APPLICATION FOR
AUTHORITY TO TRANSFER OWNERSHIP OR CONTROL**

Source Authority	Requirement	Location
807 KAR 5:001 § 14(1)	Applicant's name, mailing address, and e-mail address	Pages 4 &5, Para10
807 KAR 5:001 § 14(1)	Statutory reference – KRS 278.020(5) or (6)	Page 1
807 KAR 5:001 § 4(3)	Signature of Applicant's attorney	Pages 32 & 33
807 KAR 5:001 § 4(3)	Name, address, telephone number, fax number, and e-mail address of Applicant's attorney	Pages 4-5 & Pages 32 & 33
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, Paras 1-3 Page 3, Paras 4-8 Not Applicable
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, Paras 1-3 Page 3, Paras 4-8 Not Applicable
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, Paras 1-3 Page 3, Paras 4-8 Not Applicable
Not required but recommended	Signed Purchase/Sale Agreement, or other writing memorializing the terms of transfer	Exhibit 6
KRS 278.020(5)	The names and qualifications of operating personnel, and any other evidence to show new owners have financial, technical, and managerial abilities to operate system, e.g. income tax records, financial statements, etc.	Page 8, Para 22, Pages 17-21, Paras 39-44 Exhibits 12, 13, 14, 19, and 24
KRS 278.020(6)	Application verified by oath or affirmation.	Pages S-1 and S-2

Exhibit 2

Filings Requirements Checklist

Assumption of Debt

**FILING REQUIREMENTS LIST FOR AN APPLICATION FOR
AUTHORITY TO ISSUE SECURITIES OR EVIDENCES OF INDEBTEDNESS**

Source Authority	Requirement	Location
807 KAR 5:001 § 14(1)	Applicant’s name, mailing address, and e-mail address	Page 2, Paras 1 and 2
807 KAR 5:001 § 14(1)	Statutory reference – KRS 278.300	Page 1
807 KAR 5:001 § 4(3)	Signature of Applicant’s attorney	Pages 32 & 33
807 KAR 5:001 § 4(3)	Name, address, telephone number, fax number, and e-mail address of Applicant’s attorney	Pages 32 & 33
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	Pages 2 & 3 Paras 3-8 Not Applicable
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 & 3, Paras 3-8 Not Applicable
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, Paras 3-5 Page 3, Paras 7-8 Not Applicable
KRS 278.300(2)	Application is made under oath and signed on utility’s behalf by its president, or by a vice president, auditor, comptroller or other executive officer having knowledge of the matters set forth and duly designated by the utility	Pages S-1 and S-2
807 KAR 5:001 § 18(1)(a)	Information required by 807 KAR 5:001 §14	See above

Source Authority	Requirement	Location
807 KAR 5:001 § 18(1)(b)	Description of Applicant’s property and the field of its operation	Page 3,-4 Paras 6 and 9 Exhibits 3 and 20
807 KAR 5:001 § 18(1)(b)	Statement of original cost of Applicant’s property and the cost to the Applicant, if different	Page 3-4, Paras 6 & 9 Page 20, Para 43A Exhibit 7
807 KAR 5:001 § 18(1)(c)	Description of amount and kinds of stock to be issued	Page 20, Para 43(B) Not Applicable
807 KAR 5:001 § 18(1)(c)	Description of amount, terms and interest rate of bond or note	Page 19, Para 42 Exhibit 9
807 KAR 5:001 § 18(1)(c)	Description of how bond or note will be secured	Page 19, Para 42
807 KAR 5:001 § 18(1)(d)	Statement of how proceeds are to be used	Page 20, Para 43(C) Exhibit 6
807 KAR 5:001 § 18(1)(e)	If proceeds will be used to acquire, construct, improve, or extend property: a detailed description of property and all contracts	Page 20, Para 43(D) Exhibit 17
807 KAR 5:001,§ 18(1)(f)	(If proceeds are to refund outstanding obligations) Statement of nature and description of obligation	Page 20 Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding obligations) Statement of par value of original obligations	Page 20 Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding obligations) Statement of the amount for which original obligation sold	Page 20 Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding obligations) Statement of associated expenses	Page 20 Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding obligations) Statement of the application of proceeds from the sale	Page 20 Para 43(E) Not Applicable

Source Authority	Requirement	Location
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding notes) Time the original obligation held	Page 20, Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding notes) Interest rate of original obligation	Page 20, Para 43(E) Not Applicable
807 KAR 5:001 § 18(1)(f)	(If proceeds are to refund outstanding notes) Payee	Page 20, Para 43E Not Applicable
807 KAR 5:001 § 18(1)(g)	Applicant's written notification to state local debt officer regarding proposed issuance	Page 21, Para 43(F) Exhibit 18
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(1)	Financial Exhibit	Pages 18-19, Para 40
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(a)-(c)	Financial Exhibit – Information regarding stock	Page 18, Paras 40(A) – 40(C) Not Applicable
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(d)	Financial Exhibit – Description of mortgage	Page 18, Para 40(D)
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(e)	Financial Exhibit – Description of bonds	Page 18, Para 40 (E) Exhibit 11
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(f)	Financial Exhibit – Statement regarding outstanding notes	Page 18, Para 40(F) Exhibit 11
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(g)	Financial Exhibit – Statement regarding other indebtedness	Page 19, Para 40(G)
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(h)	Financial Exhibit – Statement regarding dividends	Page 19, Para 40(H) Not Applicable
807 KAR 5:001 § 18(2)(a) 807 KAR 5:001 § 12(2)(i)	Financial Exhibit – Detailed income statement and balance sheet	Page 19, Para 40(I) Exhibits 12 and 13
807 KAR 5:001 § 18(2)(b)	Copies of trust deeds or mortgages	Page 18, Para 40(D) Page 21, Para 43(H) Not Applicable
807 KAR 5:001 § 18(2)(c)	If property acquired: maps and plans of property	Page 7, Para 18 Page 20, Para 43(D) Page 21, Para 43(I) Exhibit 3

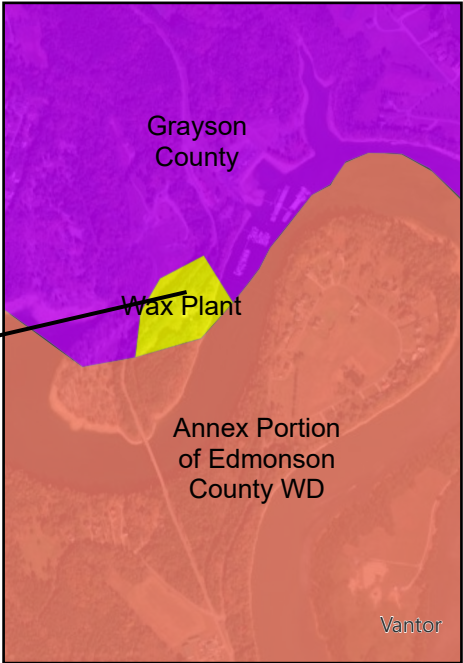
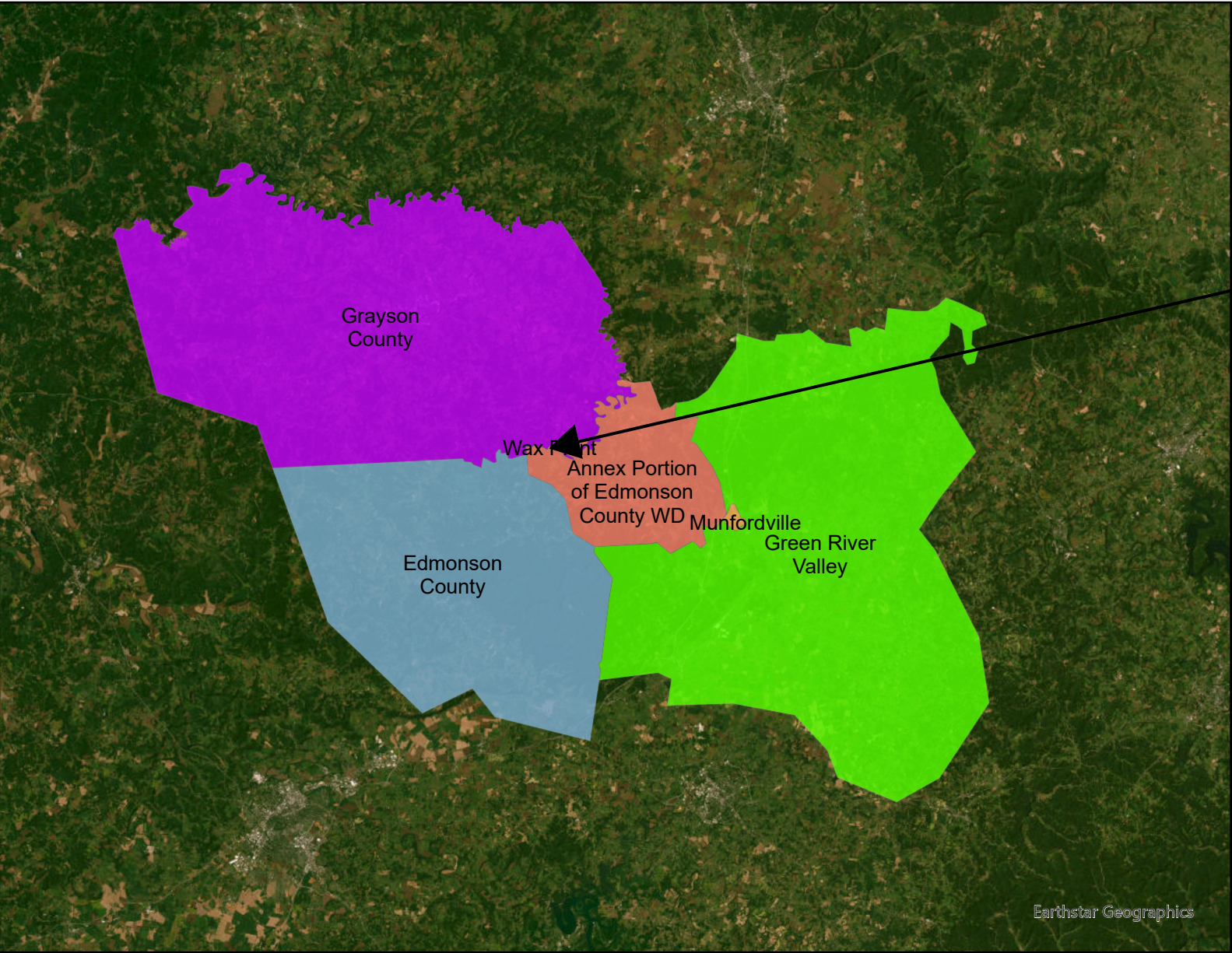
Source Authority	Requirement	Location
807 KAR 5:001 § 18(2)(c)	If property acquired: detailed estimates by USOA account number	Page 20, Para 43(D) &(I) Exhibit 17

Exhibit 3

System Boundary Map

Green River Valley, Edmonson, and Grayson District

System Boundary Map in Relation to Annex of portion of Edmonson County Water District for Green River Valley Water District



*Zoomed Area of the Wax Plant Area in relation to system boundaries

Legend

WaterBoundaries

- Edmonson County WD
- Grayson County WD
- Green River Valley WD
- Wax Plant Area
- Annex Portion of Edmonson County WD

*This is map is a representation of the system boundary area in reference to the annexed portion of Edmonson County Water District to Green River Valley Water District

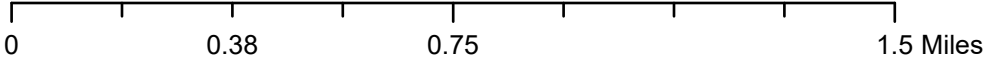


Exhibit 4

Statement of Intent

STATEMENT OF INTENT

This Statement of Intent, having an effective date of 5-29, 2025, is made and entered into by and between the **EDMONSON COUNTY WATER DISTRICT** (“Edmonson”) and the **GREEN RIVER VALLEY WATER DISTRICT** (“Green River”) (collectively, the “Parties”):

WITNESSETH

WHEREAS, Edmonson is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 82.083(4)(a);

WHEREAS, Edmonson currently owns and operates both water treatment and water distribution facilities (the “Edmonson Water System”);

WHEREAS, Green River is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 82.083(4)(a);

WHEREAS, Green River currently owns and operates both water treatment and water distribution facilities (“Green River’s System”);

WHEREAS, Green River’s System includes assets located in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties, and Green River provides retail and wholesale water service in portions of these counties;

WHEREAS, Green River's System is adjacent to and interconnected with the Edmonson Water System;

WHEREAS, the Edmonson Water System consists of assets located in Edmonson, Grayson, and Hart Counties, Kentucky. Edmonson's water assets located in Hart County shall be referred to as the "Hart County System;"

WHEREAS, Edmonson provides retail water service to customers located in Edmonson, Grayson, and Hart Counties, Kentucky;

WHEREAS, Edmonson provides retail water service to approximately 2,000 customers located in the northwestern portion of Hart County, including the communities of Kessinger and Cub Run;

WHEREAS, Edmonson owns and operates the Wax Water Treatment Plant and related facilities (the "Wax WTP"), which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to Edmonson's Hart County and Grayson County customers;

WHEREAS, if Green River acquires Edmonson's Hart County System, it will also need to acquire the Wax WTP to ensure that there is a reliable source of potable water for the Hart County customers which it will be acquiring from Edmonson;

WHEREAS, it appears that transferring Edmonson's Hart County System assets and the Wax WTP to Green River's System will result in economies of

scale. Furthermore, it will enable Green River to manage, operate, and maintain its combined system in a more cost-effective manner;

WHEREAS, it appears that Green River has the financial, technical, and managerial abilities to provide adequate and reliable water service to Edmonson's existing Hart County water customers without adversely affecting the quality of service presently afforded Green River's existing customers;

WHEREAS, certain representatives of Edmonson and certain representatives of Green River have negotiated the preliminary terms of a Statement of Intent whereby Edmonson expresses its intent to transfer and convey its Hart County System and its Wax WTP to Green River and Green River expresses its intent to acquire Edmonson's Hart County System and the Wax WTP, subject to the approval and execution of the Statement of Intent by the governing bodies of Edmonson and Green River; and

WHEREAS, Edmonson desires to state its intention to transfer and convey its Hart County System and its Wax WTP to Green River, and Green River desires to state its intention to acquire Edmonson's Hart County System and the Wax WTP, subject to the terms, conditions, and provisions hereinafter set forth.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the benefits to their ratepayers and the mutual benefits to be derived from transferring the

ownership of Edmonson's Hart County System and its Wax WTP to Green River, Edmonson and Green River state as follows:

1. **Agreement.** Edmonson and Green River formally declare and state their intent to negotiate the terms of, and enter into, an Asset Purchase Agreement (the "Agreement"). The Agreement will contain the detailed provisions for the transfer of Edmonson's Hart County System and its Wax WTP to Green River.

2. **Transfer of Assets.** Subject to the terms and conditions of the Agreement, Edmonson hereby states its intent to transfer and convey to Green River, and Green River hereby states its intent to acquire from Edmonson, the Hart County System and the Wax WTP.

3. **Consideration.** As consideration for the transfer of Edmonson's Hart County System and its Wax WTP, Green River states its intent to pay, or assume, at the time of Closing **fifty-two (52) percent** of the debt obligations incurred by Edmonson for the purpose of constructing extensions and improvements to its water system. These debt obligations are evidenced by six (6) different series of revenue bonds issued by Edmonson, purchased by U.S.D.A., Rural Development ("RD"), and held by RD (the "Outstanding RD Bonds"), which have an approximate outstanding principal balance of **\$4,658,500**. In addition, Edmonson has three (3) debt obligations which are owed to the Rural Water Financing Agency (the "RWFA"), which is the successor to the Kentucky Rural Water

Finance Corporation. These debt obligations are evidenced by loans and are identified as the "RWFA Loans." The approximate outstanding principal balance of the RWFA Loans is **\$5,150,000**. Thus, the total approximate principal balance of RD Bonds and the RWFA loans is **\$9,808,500**.

4. **Closing.** Transfer of ownership of Edmonson's Hart County System and its Wax WTP and final closing of the transaction contemplated by this Statement of Intent (the "Closing") cannot take place until: (a) the Parties negotiate and execute an Asset Purchase Agreement; (b) RD, RWFA, and the Kentucky Public Service Commission (the "PSC") approve the proposed transfer of Edmonson's Hart County System and its Wax WTP assets; (c) and certain other Closing requirements have been satisfied, including that Edmonson and Grayson County Water District ("Grayson") are ready, willing and able and have satisfied all conditions to finally close the transaction by which Grayson is to acquire Edmonson's water assets located in Grayson County.

5. **Employees.** Both Edmonson and Green River recognize the importance of maintaining employee morale and a stable workforce during the interim period until Closing. Green River requires the services of those Edmonson employees who currently operate the Wax WTP to ensure a smooth and orderly transition and to operate and maintain the Wax WTP once it is acquired by Green River. Therefore, Green River shall offer employment to those Edmonson

employees who are operating the Wax WTP. The employees will be offered employment at their current salary and benefits.

6. **Operating Agreement.** The Parties have determined that it will be mutually advantageous if Green River commences managing, operating, repairing, and maintaining Edmonson's Hart County System and the Wax WTP as soon as practicable and while the Parties are negotiating the terms of the Agreement and awaiting approval of the proposed transfer of Edmonson's Hart County System assets and the Wax WTP by RD, RWFA, and PSC. The Parties contemplate entering into a written Operating Agreement whereby Green River will commence managing, operating, repairing, and maintaining the Hart County System and the Wax WTP. The Operating Agreement will specify the scope of services to be performed by Green River and its compensation for performing these services. Green River will provide a certified water distribution system operator and prepare and file the required Monthly Operating Reports for the Wax WTP. The Operating Agreement shall terminate once ownership of the Hart County System and the Wax WTP has been formally transferred to Green River at the Closing.

7. **Emergency Interconnections.** The Parties agree to install two (2) emergency interconnections: one on Dog Creek Road (Kentucky Highway 1015) and one on Cub Run Road (Kentucky Highway 1827) at suitable locations mutually agreed upon by the Parties. The metering equipment shall be capable of

measuring the flow of water in either direction so that Edmonson can supply water to Green River and Green River can supply water to Edmonson at each of these locations. The Parties shall each bear 50% of the cost of purchasing, installing, maintaining, and testing the metering equipment.

1. **Agreed Order and Corrective Action Plan.** Edmonson is a party to an Agreed Order with the Kentucky Energy and Environment Cabinet (the “Cabinet”) entered on September 18, 2024, in Case No. DOW 24-3-0082, which remains open. Pursuant to the Agreed Order, Edmonson has submitted, and the Cabinet has approved, a Corrective Action Plan (“CAP”). The Agreed Order and CAP place requirements on the operation of the Wax WTP. Green River acknowledges that it has received and reviewed the Agreed Order and CAP and has been fully advised of the status of Edmonson’s compliance efforts to date. Green River acknowledges that as the operator of the Wax WTP during the Term of the Operating Agreement and following the Closing, it is required to comply with the Agreed Order and the CAP. Green River agrees to implement and maintain, at its own expense, all remaining corrective actions identified in the CAP in accordance with the implementation schedule set out therein or as may be amended with approval from the Cabinet. The parties agree to jointly attend quarterly check-in or other meetings as requested by the Cabinet until the termination of the Agreed Order. The parties agree to cooperate and assist each

other in documenting completion of the requirements set out in the Agreed Order and CAP as needed to support a written request to the Cabinet for termination of the Agreed Order at the appropriate time. Green River agrees to indemnify and hold harmless Edmonson from any penalties or response costs that Edmonson may incur as a result of any failure by Green River to comply with the Agreed Order or CAP.

6. **Exclusive Negotiations.** Edmonson and Green River agree to engage in good faith negotiations exclusively with each other, and that neither Edmonson nor Green River shall engage in talks, discussions, communications, or the like with any other water utility or entity concerning the proposed transfer of Edmonson's Hart County System assets and the Wax WTP.

7. **Cooperation.** Edmonson and Green River agree: (a) to cooperate and assist each other with engineering studies and any other evaluations of Edmonson's Hart County System assets and the Wax WTP that Green River may need to conduct, but such cooperation does not require any financial obligation by Edmonson; (b) to facilitate and expedite negotiations which are intended to result in a mutually advantageous Agreement and the ultimate transfer of the Hart County System, the Wax WTP, and its related assets to Green River as contemplated by this Statement of Intent; (c) to exchange information; and (d) to promptly take all other necessary actions.

IN TESTIMONY WHEREOF, this Statement of Intent has been approved by the Board of Commissioners of Edmonson and the Board of Commissioners of Green River. It has been executed by the duly authorized officers of both parties.

EDMONSON COUNTY WATER DISTRICT

By: 
Darren Dennison, Chairman

Date: 5-29-25

Attest:


Blake Aubrey, Secretary

GREEN RIVER VALLEY WATER DISTRICT

By: 
John F. Bunnell, Chairman

Date: 5-29-25

Attest:


Adrian Gossett, Secretary

Exhibit 5

Operating Agreement

OPERATING AGREEMENT

BETWEEN

EDMONSON COUNTY WATER DISTRICT

AND

GREEN RIVER VALLEY WATER DISTRICT

May 29, 2025

OPERATING AGREEMENT
Table of Contents

1.	Defined Terms.	4
2.	Affirmation of Preamble.	5
3.	General Benefits.	5
4.	Ownership of Assets.	5
5.	Closing.	5
6.	Term.	6
7.	Operation and Maintenance of Assets.	6
8.	Compensation.	7
9.	Revenues.	7
10.	Payments to Edmonson.	7
11.	Edmonson’s Duties and Responsibilities.	8
12.	Green River’s Duties and Responsibilities.	8
13.	Employees.	9
14.	Utilities.	10
15.	Debt Service.	10
16.	Capital Improvements.	10
17.	Emergency Interconnections.	10
18.	Agreed Order and Corrective Action Plan.	11
19.	Transitional Operation of the Wax WTP.	12
20.	Wholesale Water.	13
21.	Cooperation.	14
22.	Customer Deposits.	14
23.	Insurance.	14
24.	Indemnification.	15
25.	No Transfer of Ownership or Control.	16
26.	No Assignment.	16

OPERATING AGREEMENT

This is an Operating Agreement, having an effective date of May ~~29th~~^{29th}, 2025, made and entered into by and between the **EDMONSON COUNTY WATER DISTRICT** hereinafter referred to as “Edmonson” and **GREEN RIVER VALLEY WATER DISTRICT** hereinafter referred to as “Green River,” and collectively referred to as the “Parties.”

WITNESSETH

WHEREAS, Edmonson is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 82.083(4)(a);

WHEREAS, Edmonson currently owns and operates both water treatment and water distribution facilities (the “Edmonson Water System”);

WHEREAS, Green River is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 82.083(4)(a);

WHEREAS, Green River currently owns and operates both water treatment and water distribution facilities (“Green River’s System”);

WHEREAS, Green River’s System includes assets located in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties, and Green River provides retail and wholesale water service in portions of these counties;

WHEREAS, Green River's System is adjacent to and interconnected with Edmonson's Hart County System and Edmonson's Wax Water Treatment Plant ("Wax WTP");

WHEREAS, Edmonson's Water System consists of assets located in Edmonson, Grayson, and Hart Counties, Kentucky. Edmonson's water assets located in Hart County shall be referred to as the "Hart County System;"

WHEREAS, Edmonson provides retail water service to customers located in Edmonson, Grayson, and Hart Counties, Kentucky;

WHEREAS, Edmonson provides retail water service to approximately 2,000 customers located in the northwestern portion of Hart County, including the communities of Kessinger and Cub Run;

WHEREAS, Edmonson owns and operates the Wax WTP, which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to Edmonson's Hart County and Grayson County customers;

WHEREAS, if Green River acquires Edmonson's Hart County System, it will also need to acquire the Wax WTP to ensure that there is a reliable source of potable water for the Hart County customers which it will be acquiring from Edmonson;

WHEREAS, it appears that transferring Edmonson's Hart County System assets and the Wax WTP to Green River's System will result in economies of scale.

Furthermore, it will enable Green River to manage, operate, and maintain its combined system in a more cost-effective manner;

WHEREAS, it appears that Green River has the financial, technical, and managerial abilities to provide adequate and reliable water service to Edmonson's existing Hart County water customers without adversely affecting the quality of service presently afforded Green River's existing customers;

WHEREAS, on May ~~29th~~, 2025, the Parties executed a Statement of Intent whereby Edmonson declared and stated its intent to transfer and convey its Hart County System and its Wax WTP to Green River and Green River declared and stated its intent to acquire Edmonson's Hart County System and its Wax WTP, subject to the terms, conditions, and provisions set forth in the Statement of Intent;

WHEREAS, KRS 74.414 authorizes the Board of Commissioners of a water district to contract with another water district to provide for the operation of all or a portion of that water district's water system regardless of whether the water district has or will acquire any ownership rights in the water system;

WHEREAS, subject to the limitations contained in this Operating Agreement, Green River is willing and has the ability, pursuant to KRS 74.414, to manage, operate, repair, and maintain Edmonson's Hart County System and its Wax WTP until the assets of Edmonson's Hart County System and its Wax WTP have been formally transferred to Green River at the Closing;

WHEREAS, as set forth in paragraph 6 of the Statement of Intent, the Parties have determined it will be mutually advantageous if Green River commences, as soon as practicable, managing, operating, repairing, and maintaining Edmonson's Hart County System and its Wax WTP while the Parties are negotiating the terms of the Asset Purchase Agreement and awaiting approval of the proposed transfer of Edmonson's Hart County System and its Wax WTP assets by U.S.D.A. Rural Development ("RD"), the Rural Water Financing Agency (the "RWFA"), and the Kentucky Public Service Commission (the "PSC");

WHEREAS, it is uncertain when approval of the proposed transfer by RD, RWFA, and the PSC will be obtained;

WHEREAS, Green River has made plans and taken steps to commence managing and operating Edmonson's Hart County System and its Wax WTP as soon as practicable; and

WHEREAS, the Parties desire for Green River to manage, operate, repair, and maintain Edmonson's Hart County System and its Wax WTP beginning as soon as practicable.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, and conditions contained herein and in the Statement of Intent, the Parties agree as follows:

1. **Defined Terms.** The terms used in this Operating Agreement and not

defined herein shall have the meanings assigned to them in the Statement of Intent.

2. **Affirmation of Preamble.** The facts, recitals, and statements contained in the foregoing preamble of this Operating Agreement are true and correct and are hereby affirmed and incorporated as a part of this Operating Agreement.

3. **General Benefits.** In accordance with KRS 74.414, Edmonson's Board of Commissioners and the Board of Commissioners of Green River have each independently determined, and do hereby declare, that it is necessary, desirable, in the public interest, in the best interests of their customers, and mutually advantageous for Edmonson to contract with Green River to manage, operate, repair, and maintain Edmonson's Hart County System and its Wax WTP before Edmonson's Hart County System and its Wax WTP are transferred and conveyed to the Green River.

4. **Ownership of Assets.** During the Term of this Operating Agreement, Edmonson shall retain ownership of all of its Hart County System and its Wax WTP assets, but Green River shall be the beneficial owner.

5. **Closing.** Transfer of ownership of Edmonson's Hart County System and its Wax WTP and final closing of the transaction contemplated by the Statement of Intent (the "Closing") cannot take place until: (a) the Parties negotiate and execute an Asset Purchase Agreement; (b) RD, RWFA, and the PSC approve the proposed transfer of Edmonson's Hart County System and its Wax WTP assets; (c) and certain

other Closing requirements have been satisfied, including that Edmonson and Grayson County Water District (“Grayson”) are ready, willing and able and have satisfied all conditions to finally close the transaction by which Grayson is to acquire Edmonson’s water assets in located in Grayson County.

6. **Term.** The Term of this Operating Agreement shall commence on June 2, 2025 or such other date as the Parties may agree in writing, and shall continue until the Closing as defined in the preceding paragraph of this Operating Agreement; PROVIDED, HOWEVER, that if the Parties have not successfully negotiated and executed an Asset Purchase Agreement by September 30, 2025, this Operating Agreement shall expire on that date, unless the Parties negotiate a new Operating Agreement or agree to extend this Operating Agreement; and PROVIDED FURTHER, in the event no Closing occurs before September 30, 2026, this Operating Agreement shall expire on that date unless the Parties agree to extend this Operating Agreement or negotiate a new Operating Agreement.

7. **Operation and Maintenance of Assets.** Subject to the provisions of Paragraph 19 of this Operating Agreement and the limitations set forth below, Green River shall manage, operate, repair, and maintain Edmonson’s Hart County System and its Wax WTP beginning on July 1, 2025 or such other date as the Parties may agree in writing, and continuing throughout the Term of this Operating Agreement. Green River shall be responsible, except as stated below in this Operating

Agreement, for all expenses it incurs in the management, operation, repair, and maintenance of Edmonson's Hart County System and its Wax WTP.

8. **Compensation.** Green River shall be compensated for managing, operating, repairing, and maintaining Edmonson's Hart County System and its Wax WTP during the Term of this Operating Agreement as set forth below.

9. **Revenues.** During the Term of this Agreement Green River shall receive all revenues for retail water service provided to customers of the Hart County System and for wholesale water service provided to the Grayson County Water District.

10. **Payments to Edmonson.** To compensate Edmonson for permitting Green River to receive the revenues from the operation of the Hart County System and the Wax WTP, Green River shall pay Edmonson, on a monthly basis, a sum equivalent to fifty-two (52) percent of the monthly principal and interest payments which Edmonson is currently obligated to make on its debt obligations to RD and RWFA. Payment for the first month during which Green River operates the Hart County System shall be due thirty (30) days after the first bill rendered by Green River to the customers located within the Hart County System. Payment for each month thereafter during the term of this Operating Agreement and any renewal or extension thereof shall be due and payable on or before the 10th day of the following month.

11. **Edmonson's Duties and Responsibilities.** During the Term of this Operating Agreement, Edmonson shall:

- a. Remain responsible for making its required Debt Service payments, and payments required by its Bond Resolutions and loan agreements, as well as making all required transfers to its Depreciation Reserve Fund and other Sinking Funds as set forth in **Paragraph 15** of this Agreement; and
- b. Maintain insurance as set forth in **Paragraph 23** of this Agreement;
- c. Coordinate with Green River concerning customer accounts to be transferred, customer deposit amounts, and other information necessary to enable a smooth transition from Edmonson to Green River; and
- d. Grant permission for Edmonson's billing software company to communicate with Green River and its billing software company to enable a smooth transition of customer information (e.g. customer names, addresses, usage, payment history, etc.) and meter data to Green River.

12. **Green River's Duties and Responsibilities.** During the Term of this Operating Agreement and in relation to the Hart County System and Wax WTP, Green River shall:

- a. Operate the Wax WTP and prepare the Monthly Operating Report for the Wax WTP;
- b. Read the water meters, bill the customers, and collect the water revenues associated with Edmonson's Hart County System;
- c. Open new customer accounts;
- d. Answer customer inquiries and respond to customer complaints;

- e. Perform all other customer service functions;
- f. Perform routine service work, including, but not limited to:
 - (1) Re-connect and disconnect meters;
 - (2) Investigate low or high pressure issues;
 - (3) Investigate calls about water leaks;
 - (4) Replace damaged meters; and
 - (5) Make waterline repairs.
- g. Perform normal system maintenance of water storage tanks, pump stations, meters, and other facilities appurtenant to the Hart County System and Wax WTP;
- h. Install new water meters, meter boxes, setters, and service lines from the main line to the meters as necessary;
- i. Repair leaks;
- j. Locate water lines or other underground facilities in response to 811 Locate Requests;
- k. Meet all obligations of the Kentucky Division of Water (the "DOW"); and
- l. Comply with all applicable environmental laws, regulations and permits.

13. **Employees.** Any and all of the current employees of Edmonson who choose to continue working at the Wax WTP shall become employees of Green River. Green River shall compensate these employees at their current salary or hourly rate, and Green River shall provide them the same benefits which they

currently receive.

14. **Utilities.** Green River shall be responsible for the costs of all utility services incurred during the Term of this Operating Agreement.

15. **Debt Service.** During the Term of this Operating Agreement, Edmonson shall remain responsible for making: (a) all its required monthly or semi-annual debt service payments; (b) all required transfers to its Depreciation Reserve Fund and other Sinking Funds; and (c) all other transfers or payments required by its Bond Resolutions and loan agreements.

16. **Capital Improvements.** Green River may commence, at its own expense, to make major repairs and capital improvements (the "Capital Improvements") to Edmonson's Hart County System and its Wax WTP during the Term of this Operating Agreement. Edmonson hereby consents to, and authorizes Green River to make, these Capital Improvements. Green River acknowledges that it will be making these Capital Improvements at its own risk and expense. Green River shall not seek reimbursement from Edmonson for the cost of these Capital Improvements.

17. **Emergency Interconnections.** The Parties agree to install two (2) emergency interconnections: one on Dog Creek Road (Kentucky Highway 1015) and one on Cub Run Road (Kentucky Highway 1827) at suitable locations mutually agreed upon by the Parties. The metering equipment shall be capable of measuring

the flow of water in either direction so that Edmonson can supply water to Green River and Green River can supply water to Edmonson at each of these locations. The Parties shall each bear 50% of the cost of purchasing, installing, maintaining, and testing the metering equipment.

18. **Agreed Order and Corrective Action Plan.** Edmonson is a party to an Agreed Order with the Kentucky Energy and Environment Cabinet (the “Cabinet”) entered on September 18, 2024 in Case No. DOW 24-3-0082, which remains open. Pursuant to the Agreed Order, Edmonson has submitted, and the Cabinet has approved, a Corrective Action Plan (“CAP”). The Agreed Order and CAP place requirements on the operation of the Wax WTP. Green River acknowledges that it has received and reviewed the Agreed Order and CAP and has been fully advised of the status of Edmonson’s compliance efforts to date. Green River acknowledges that as the operator of the Wax WTP during the Term of this Operating Agreement and following the Closing, it is required to comply with the Agreed Order and the CAP. Green River agrees to implement and maintain, at its own expense, all remaining corrective actions identified in the CAP in accordance with the implementation schedule set out therein or as may be amended with approval from the Cabinet. The parties agree to jointly attend quarterly check-in or other meetings as requested by the Cabinet until the termination of the Agreed Order. The parties agree to cooperate and assist each other in documenting completion of

the requirements set out in the Agreed Order and CAP as needed to support a written request to the Cabinet for termination of the Agreed Order at the appropriate time. Green River agrees to indemnify and hold harmless Edmonson from any penalties or response costs that Edmonson may incur as a result of any failure by Green River to comply with the Agreed Order or CAP.

19. **Transitional Operation of the Wax WTP.** It is in the best interests of both Parties for Green River to commence managing, operating, repairing, and maintaining the Wax WTP as soon as possible. Therefore, the Parties have agreed that Green River shall commence supervising the operation of the Wax WTP on Monday, June 2, 2025, on a transitional basis while Green River's billing software provider is resolving the logistical issues of adding Edmonson's Hart County customers to Green River's billing system. Green River will not be able to commence managing, operating, repairing, and maintaining Edmonson's Hart County System until this has been accomplished. Green River fully expects to commence managing, operating, repairing, and maintaining Edmonson's Hart County System on July 1, 2025. The period of time from June 2, 2025, until Green River commences managing, operating, repairing, and maintaining Edmonson's Hart County System shall be referred to as the "Transition Period." Notwithstanding the other provisions of this Operating Agreement to the contrary, the following terms and conditions shall dictate Green River's supervision of the operation of the Wax

WTP during the Transition Period:

- a. Green River shall direct the operation of the Wax WTP by providing a chief operator, who will be in charge of the Edmonson employees at the Wax WTP. The Edmonson employees shall continue performing their daily duties at the Wax WTP under the supervision and control of Green River's chief operator;
- b. Green River shall be responsible for paying the wages and benefits of its chief operator and all other Green River employees who perform services at the Wax WTP or which benefit the Wax WTP;
- c. Edmonson shall continue to pay all expenses associated with the operation of the Wax WTP, including, but not limited to, utilities, chemicals, wages and benefits of its employees, and all other operational expenses during the Transition Period;
- d. Green River shall not receive any income from the sale of water at the Wax WTP during the Transition Period; and
- e. Once the Transition Period ends, all provisions of this paragraph of the Operating Agreement shall become null and void. From and after the end of the Transition Period, all provisions of this Operating Agreement in conflict with the provisions of this paragraph shall control.

20. **Wholesale Water.** Green River and Edmonson anticipate that on August 1, 2025, Grayson County Water District ("Grayson") will begin managing, operating, repairing and maintaining Edmonson's water system assets in Grayson County ("Edmonson's Grayson County System"), and Green River will begin to provide water to Grayson under a Water Purchase Agreement between Green River

and Grayson. However, Grayson may need additional time beyond August 1, 2025 to resolve logistical issues before it can add Edmonson's Grayson County customers to its billing system. Between the end of the Transition Period and the date when Grayson commences managing, operating, repairing and maintaining Edmonson's Grayson County System, and upon request from Edmonson, Green River will sell to Edmonson at Edmonson's current wholesale rate sufficient water to supply the customers of Edmonson's Grayson County System.

21. **Cooperation.** Edmonson and Green River agree: (a) to cooperate and assist each other with engineering studies and any other evaluations of Edmonson's Hart County System and its Wax WTP that Green River may need to conduct, but such cooperation does not require any financial obligation by Edmonson; (b) to facilitate and expedite negotiations which are intended to result in a mutually advantageous Asset Purchase Agreement and the ultimate transfer of Edmonson's Hart County System and its Wax WTP and its related assets to Green River; (c) to exchange information; and (d) to promptly take all other necessary actions.

22. **Customer Deposits.** Edmonson shall **not** transfer any customer deposits attributable to its Hart County System to Green River during the Term of this Operating Agreement. Upon Closing, Edmonson shall transfer customer deposits attributable to the Hart County System to Green River.

23. **Insurance.** During the Term of this Operating Agreement, Edmonson

shall, at its expense, keep the Hart County System and the Wax WTP insured with an insurance company or companies against fire and such other hazards as are included within extended coverage in an amount at least equal to the amount that Edmonson currently carries on the Hart County System and Wax WTP. All such insurance policies shall name Green River as an additional insured or certificate holder. Green River shall, at its expense, maintain comprehensive public liability insurance in an amount not less than \$1,000,000 combined single limits for each occurrence for claims for bodily injury or death and property damage along with excess liability coverage (umbrella policy) of not less than \$3,000,000. All such insurance policies shall name Edmonson as an additional insured or certificate holder.

24. **Indemnification.** Green River hereby agrees to indemnify Edmonson for, and hold Edmonson harmless from, any and all losses, liabilities, costs, and expenses (including, but not limited to, regulatory compliance and reasonable attorneys' fees) incurred by Edmonson as a result of any negligence or willful misconduct by Green River, its employees, contractors, and agents, arising from Green River's management, operation, repair, and maintenance of the Hart County System and the Wax WTP pursuant to the provisions of this Operating Agreement. To that end, immediately upon notification by Edmonson, Green River shall assume, at its own cost, the defense of any such action or suit which may be brought against

Edmonson because of Green River's management, operation, repair and maintenance of the Hart County System and the Wax WTP.

25. **No Transfer of Ownership or Control.** This Operating Agreement does not transfer ownership of any of Edmonson's Hart County System or the Wax WTP nor does it grant Green River any right to control Edmonson as "control" is defined in KRS 278.020(6) and (7). Once the Parties finalize the terms of the Asset Purchase Agreement and it has been approved by their respective governing bodies, the Parties shall file a joint Application with the PSC seeking approval of the transfer of ownership of Edmonson's Hart County System and its Wax WTP as described in Paragraph 2 of the Statement of Intent.

26. **No Assignment.** Green River shall not assign this Operating Agreement.

[Remainder of Page Intentionally Left Blank]

IN TESTIMONY WHEREOF, this Operating Agreement has been executed in multiple counterparts, each of which is deemed to be an original, by the duly authorized officers and officials of the Parties, as of its effective date.

EDMONSON COUNTY WATER DISTRICT

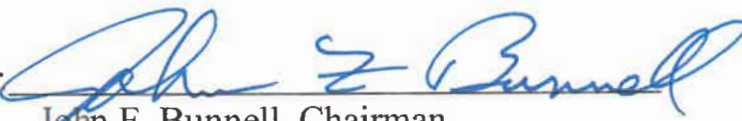
By: 
Darren Dennison, Chairman

Date: 5-29-25

Attest:


Blake Aubrey, Secretary

GREEN RIVER VALLEY WATER DISTRICT

By: 
John F. Bunnell, Chairman

Date: 5-29-25

Attest:


Adrian Gossett, Secretary

Exhibit 6

Asset Purchase Agreement

ASSET PURCHASE AGREEMENT

BETWEEN

EDMONSON COUNTY

WATER DISTRICT

AND

GREEN RIVER VALLEY

WATER DISTRICT

September 25, 2025

TABLE OF CONTENTS

Edmonson County Water District – Green River Valley Water District

1. TRANSFER OF CERTAIN ASSETS.....	4
2. ASSETS BEING TRANSFERRED.....	4
3. CONSIDERATION.....	7
4. CELL ANTENNA LEASES.....	9
5. SINKING FUND PAYMENTS FOR RD BONDS.....	9
6. SINKING FUND PAYMENTS FOR RWFA LOANS.....	10
7. RD WATER BOND DEPRECIATION RESERVE FUNDS.....	11
8. CONTINUED OPERATION OF SYSTEM.....	12
9. NO TRANSFER OF OWNERSHIP OR CONTROL.....	12
10. REGULATORY AGENCY APPROVALS.....	13
11. RD APPROVAL.....	13
12. SELLER’S REPRESENTATIONS AND WARRANTIES.....	13
13. BUYER’S REPRESENTATIONS AND WARRANTIES.....	20
14. CLOSING.....	23
15. ACCESS TO BOOKS.....	23
16. CLOSING REQUIREMENTS.....	24
17. CONVEYANCE AND TRANSFERS.....	25
18. DUE AT CLOSING.....	26
19. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.....	29
20. RESPONSIBLE PARTIES.....	29
21. ENTIRE AGREEMENT.....	30

EXHIBIT 1 RD WATER BONDS

EXHIBIT 2 RWFA LOANS

EXHIBIT 3 RD WATER BOND/GRANT RESERVES

EXHIBIT 4 SELLER’S CURRENT RATES

EXHIBIT 5 BUYER’S CURRENT RATES

ASSET PURCHASE AGREEMENT

This is an Asset Purchase Agreement (“Agreement”), to be effective as of September 25, 2025, made and entered into by and between the **EDMONSON COUNTY WATER DISTRICT**, 1128 Highway 259 North, Brownsville, Kentucky 42210, hereinafter referred to as the “SELLER” and the **GREEN RIVER VALLEY WATER DISTRICT**, 1180 East Main Street, Horse Cave, Kentucky 42749, hereinafter referred to as the “BUYER” (collectively, the “Parties”).

WITNESSETH

WHEREAS, the SELLER is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, the SELLER currently owns and operates both water treatment facilities and water distribution facilities (the “SELLER’s Water System”);

WHEREAS, the BUYER is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, the BUYER currently owns and operates both water treatment

and water distribution facilities (the “BUYER’s Water System”);

WHEREAS, the BUYER’s Water System includes assets located in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties, and BUYER provides retail and wholesale water service in portions of these counties;

WHEREAS, the BUYER’s Water System is adjacent to and interconnected with the SELLER’s Water System;

WHEREAS, the SELLER’s Water System consists of assets located in Edmonson, Grayson, and Hart Counties, Kentucky. SELLER’s water system assets located in Hart County shall be referred to as the “Hart County System;”

WHEREAS, the SELLER provides retail water service to customers located in Edmonson, Grayson, and Hart Counties, Kentucky;

WHEREAS, the SELLER provides retail water service to approximately 2,000 customers located in the northwestern portion of Hart County, including the communities of Kessinger and Cub Run;

WHEREAS, the SELLER owns and operates the Wax Water Treatment Plant and related facilities (the “Wax WTP”), which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to the SELLER’s Hart County and Grayson County customers;

WHEREAS, if the BUYER acquires the SELLER's Hart County System, it will also be necessary and convenient for the BUYER to acquire the Wax WTP to maintain a reliable source of potable water for the Hart County customers which it will be acquiring from the SELLER;

WHEREAS, it appears that transferring the SELLER's Hart County System and the Wax WTP to the BUYER's Water System will result in economies of scale. Furthermore, it will enable the BUYER to manage, operate, and maintain its combined system in a more cost-effective manner;

WHEREAS, the BUYER has the financial, technical, and managerial abilities to provide adequate and reliable water service to the SELLER's existing Hart County customers without adversely affecting the quality of service presently afforded the BUYER's existing customers; and

WHEREAS, the SELLER desires to sell and transfer and the BUYER desires to purchase and acquire, subject to the terms, conditions, and provisions hereinafter set forth, the SELLER's Hart County System and its Wax WTP.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises, covenants, and conditions contained herein, it is agreed by and between the Parties as follows:

1. **TRANSFER OF CERTAIN ASSETS.** Subject to the terms and conditions of this Agreement, the SELLER hereby agrees to sell and transfer to the BUYER and the BUYER hereby agrees to purchase and acquire from the SELLER those assets described in paragraph 2 of this Agreement for the consideration set forth in paragraph 3 of this Agreement.

2. **ASSETS BEING TRANSFERRED.** At the Closing, the SELLER shall transfer to the BUYER its Hart County System and its Wax WTP. The assets being transferred to the BUYER (the "Assets") include, but are not limited to, the following:

A. **Kessinger Tank.** The 154,000-gallon glass-lined standpipe water storage tank designated as the Kessinger Tank, which is located at 5377 Cub Run Highway, Munfordville, Kentucky, all appurtenances, and the parcel of real estate on which the tank is located (See Deed Book 183, Page 358 and the Deed of Correction in Deed Book 184, Page 61, both of record in the Office of the Hart County Clerk);

B. **Cub Run Tank.** The 200,000-gallon elevated water storage tank designated as the Cub Run Tank, which is located at the end of Water Tower Road, Cub Run, Kentucky, all appurtenances, and the parcel of real

estate on which the tank is located (See Deed Book 252, Page 256 of record in the Office of the Hart County Clerk);

C. **Cub Run Pump Station.** The booster pump station designated as the Cub Run Pump Station, which is located at 11333 Cub Run Highway, Cub Run, Kentucky, all appurtenances, and the parcel of real estate on which the pump station is located (See Deed Book 183, Page 356 of record in the Office of the Hart County Clerk);

D. **Windy Hill Pump Station.** The booster pump station designated as the Windy Hill Pump Station, which is located at 16305 Cub Run Highway, Cub Run, Kentucky, all appurtenances, and the parcel of real estate on which the pump station is located (See Deed Book 183, Page 353 of record in the Office of the Hart County Clerk);

E. **Wax Water Treatment Plant.** The water treatment plant with a rated capacity of one million gallons per day and designated as the Wax Water Treatment Plant (“Wax WTP”), which is located at 15000 Peonia Road, Cub Run, Kentucky, all buildings and other structures, the permanently mounted Cummins 450 KW generator, the raw water intake, all other equipment and facilities used to operate the Wax WTP, all appurtenances, the parcel of real estate on which the Wax WTP is located (See the Quit Claim

Deed recorded in Deed Book 206, Page 327 and the Deed of Correction recorded in Deed Book 206, Page 605 in the office of the Grayson County Clerk), and all other easements, leases, permits, etc. of the SELLER with respect to the Wax WTP;

F. **Alvey Lane Parcel.** The parcel of real estate located on Alvey Lane and described in Deed Book 374, Page 617 in the Office of the Hart County Clerk;

G. **Lot 3 Harborview Village.** The parcel of real estate designated as Lot 3 of Harborview Village located on Jeanie's Way and described in Deed Book 376, Page 21 in the Office of the Hart County Clerk;

H. All other real estate, easements and the improvements thereon, licenses, encroachment permits, rights-of-way, Deeds, or other interests in real estate presently owned by the SELLER and utilized in the operation of the SELLER's Hart County System or the Wax WTP;

I. The SELLER's entire Hart County System and the Wax WTP including, but not limited to, the following: all transmission mains, distribution lines, valves, meter vaults, meters, fire hydrants, flush hydrants, tap installations, and fittings presently owned by the SELLER and utilized in the operation of the SELLER's Hart County System or the Wax WTP;

J. All maps, drawings, operating manuals, engineering reports and “As Built” plans pertaining to the SELLER’s Hart County System or the Wax WTP;

K. Copies of all business records pertaining to the SELLER’s Hart County System and the Wax WTP, including, but not limited to, all customer records and customer agreements; and

L. Any and all other tangible and intangible rights, permits, licenses or authorizations owned by the SELLER and utilized in the operation of its Hart County System and the Wax WTP.

3. **CONSIDERATION.** As consideration for the transfer of the SELLER’s Hart County System and the Wax WTP, at Closing the BUYER shall pay, shall assume, or shall satisfy by a combination of assumption and payment to the SELLER **fifty-two (52) percent** of the outstanding principal balance, plus accrued interest, of the total amount of the debt obligations incurred by SELLER for the purpose of constructing extensions and improvements to its water system. These debt obligations are evidenced by six (6) different series of revenue bonds issued by SELLER, purchased by United States Department of Agriculture, Rural Development (“RD”), and held by RD (the “Outstanding RD Water Bonds”), which currently have an outstanding principal balance of **\$4,658,500**. In addition, SELLER

has three (3) debt obligations which are owed to the Rural Water Financing Agency (the “RWFA”), which is the successor to the Kentucky Rural Water Finance Corporation. These debt obligations are evidenced by loans and are identified as the “RWFA Loans.” The outstanding principal balance of the RWFA Loans is currently **\$4,770,000**. Thus, the total current principal balance of the RD Bonds and the RWFA loans is **\$9,428,500**. Attached as **Exhibit 1** and incorporated by reference is a description of the Outstanding RD Water Bonds and attached as **Exhibit 2** and incorporated by reference is a description of the RWFA Loans. Because the SELLER will continue making payments on the Outstanding RD Water Bonds and the RWFA Loans until the Closing, the final purchase price shall be determined as of the date of Closing in accordance with the terms of this Agreement.

The Parties acknowledge that the SELLER may elect to retain the Outstanding RD Water Bond, designated as the 2013B Bond, in the original principal amount of \$160,000 issued on February 12, 2015. The 2013B Bond has a current outstanding principal balance of \$137,500. The BUYER’s present intent is to assume all six (6) of the Outstanding RD Water Bonds unless the SELLER elects to retain the 2013B Bond. In this event, the BUYER shall assume the remaining five (5) Outstanding RD Water Bonds. The BUYER will not assume any of the RWFA Loans. The

BUYER shall pay cash at closing for the balance of the final purchase price that is not satisfied by the assumption of Outstanding RD Water Bonds.

4. **CELL ANTENNA LEASES.** The Parties acknowledge that, pursuant to written leases or other written agreements with the SELLER, certain cellular companies or other communication companies have attached communication antennas to the Cub Run Tank and have installed generators and related facilities on the ground adjacent to the Cub Run Tank. At Closing, SELLER shall assign and transfer all its rights under these leases or other written agreements to the BUYER, and BUYER shall assume all SELLER's obligations under these leases and other written agreements. SELLER shall retain all payments made pursuant to these leases or other agreements prior to Closing. Thereafter, the BUYER shall receive all future payments pursuant to the terms of the leases or other written agreements.

5. **SINKING FUND PAYMENTS FOR RD BONDS.** Pursuant to the provisions of its various Bond Resolutions, the SELLER has established, maintained, and acknowledges its obligation to make monthly transfers to its Bond Sinking Fund. The current amount of the required monthly transfer to the Bond Sinking Fund for all six (6) Outstanding RD Water Bonds is **\$24,045.21**. Up to the date of Closing, the SELLER shall continue making the required monthly transfers

to its Bond Sinking Fund and shall use the accumulated funds to make the required principal and interest payments on its Outstanding RD Water Bonds. At the Closing, SELLER shall transfer to the BUYER a sum of money equal to the portion of the Bond Sinking Fund attributable to the Outstanding RD Water Bonds that the BUYER assumes but shall keep all amounts attributable to any Outstanding RD Water Bonds that the BUYER does not assume and all amounts attributable to the SELLER's Outstanding RD Sewer Bond.

6. **SINKING FUND PAYMENTS FOR RWFA LOANS.** Pursuant to the provisions of its various RWFA Assistance Agreements, the SELLER has established, maintained, and acknowledges its obligation to make monthly transfers to its RWFA Sinking Fund held by Regions Bank, as Trustee for RWFA. The current amount of the required monthly transfer to the RWFA Sinking Fund is **\$44,470.04**. Up to the date of Closing, the SELLER shall continue making the required monthly transfers to its RWFA Sinking Fund and shall use the accumulated funds to make the required principal and interest payments on its RWFA Loans. The BUYER will not be assuming any of the RWFA Loans, and the SELLER shall retain the funds in the RWFA Sinking Fund. For purposes of calculating the final purchase price due to the SELLER as of the date of Closing, the Parties shall deduct the amount of funds in the RWFA Sinking Fund from the outstanding principal and

accrued interest owed on the RWFA Loans at that time to arrive at the total amount outstanding on the RWFA Loans.

7. RD WATER BOND DEPRECIATION RESERVE FUNDS.

Pursuant to the provisions of each of SELLER's RD Water Bonds and associated grants from RD, SELLER has been required to establish and maintain depreciation reserve funds. Attached as **Exhibit 3** and incorporated by reference is a list of the current amounts of those reserve funds. BUYER acknowledges that for each RD Water Bond it assumes, it will assume the obligation to establish and maintain the required depreciation reserve fund. BUYER agrees that for each RD Water Bond that BUYER assumes, BUYER will establish a depreciation reserve fund equal to the amount reserved by SELLER as of the date of Closing and will provide RD with evidence satisfactory to RD of same. The Parties acknowledge that instead of accepting evidence of BUYER establishing such depreciation reserve funds, RD may require SELLER to transfer the depreciation reserve fund amounts to BUYER in connection with approving BUYER's assumption of RD Water Bonds. In that event, the final purchase price due from SELLER to BUYER shall be increased by an amount equal to the total amount of depreciation reserve funds SELLER transfers to BUYER.

8. **CONTINUED OPERATION OF SYSTEM.** The Parties have entered into an Operating Agreement, effective May 29, 2025 (the “Operating Agreement”), pursuant to which the BUYER commenced on July 1, 2025, managing, operating, repairing, maintaining and collecting the revenues from the SELLER’s Hart County System and the Wax WTP and remitting to the SELLER, on a monthly basis, a sum equivalent to fifty-two (52) percent of the monthly principal and interest payments that the SELLER is currently obligated to make on the Outstanding RD Water Bonds and the RWFA Loans, and the BUYER will continue to provide these services and make those payments until the Closing; PROVIDED, HOWEVER, that in the event no Closing occurs before September 30, 2026, the Operating Agreement will expire unless the Parties agree to extend the current Operating Agreement or negotiate a new Operating Agreement.

9. **NO TRANSFER OF OWNERSHIP OR CONTROL.** The Operating Agreement does not transfer ownership of any of the SELLER’s Hart County System or its Wax WTP and does not grant the BUYER any right to control the SELLER, as “control” is defined in KRS 278.020(6) and (7). Upon approval from the Parties’ respective governing bodies and execution of this Agreement, the Parties shall file a Joint Application with the Kentucky Public Service Commission (“PSC”) seeking approval of the transfer of ownership of the SELLER’s Hart County System and the Wax WTP.

10. **REGULATORY AGENCY APPROVALS.** Both the SELLER and the BUYER shall be jointly responsible for the following: (a) obtaining all the necessary approvals from regulatory agencies, including the PSC and the Kentucky Division of Water; (b) obtaining the transfer of all other necessary permits and licenses from the SELLER to the BUYER; and (c) taking other necessary actions to facilitate the transfer of the SELLER's Hart County System and its Wax WTP to the BUYER. The BUYER shall initiate all the proceedings to obtain these necessary approvals and transfers. The SELLER pledges its full cooperation and assistance to expedite these matters and to ensure a smooth transition.

11. **RD APPROVAL.** The BUYER shall be responsible for obtaining the approval of RD to assume any Outstanding RD Water Bonds that the BUYER elects to assume. The SELLER pledges its full cooperation and assistance to expedite this matter and ensure a smooth transition.

12. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The SELLER represents and warrants to the BUYER as follows:

- A. That it is a duly organized and existing water district.
- B. That the execution and delivery of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by its Board of Commissioners.

C. The execution, delivery, performance, and the consummation of the transactions contemplated in this Agreement do not and will not: (1) conflict with or result in a violation or breach of any of the terms, conditions, or provisions of or constitute a default of any instrument, agreement, mortgage, judgment, order, writ, award, decree, or other restriction to which either the SELLER is a Party, or to which any of the SELLER's Assets are subject, or by which the SELLER is bound, or any statute or regulatory provision affecting the SELLER; (2) require the approval, consent, or authorization of any federal, state, or local court, governmental authority, or regulatory body, except for the PSC and appropriate fiscal court(s), or of any creditor of the SELLER, except for RD and RWFA, or of any other person or entity; nor (3) give any Party with rights under any instrument, agreement, mortgage, judgment, order, writ, award, decree, or other restriction the right to terminate, modify, or otherwise change the SELLER's rights or obligations thereunder.

D. The SELLER has complied with all existing laws, rules, regulations, ordinances, orders, judgments, and decrees now or hereafter applicable to the SELLER's Assets, except as previously

disclosed by SELLER. The SELLER is not aware of any proposed laws, rules, regulations, ordinances, orders, judgments, decrees, governmental takings, condemnations, or other proceedings which would be applicable to the SELLER's Assets or which might adversely affect the SELLER's Assets either before or after the date of this Agreement.

E. The SELLER has not received any notice or notification from any court or governmental agency, authority, or body that it is in violation of, or not in compliance with, any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, or permit relating to its Hart County System or its Wax WTP other than that contained in a previously disclosed Agreed Order with the Kentucky Energy and Environment Cabinet ("Cabinet") entered on September 18, 2024 in Case No. DOW 24-3-0082, which remains open, and other than that contained in the previously disclosed Notice of Noncompliance and Concerns and the Administrative Compliance Order (Docket No. SDWA-04-2025-5004), both issued by the United States Environmental Protection Agency on August 26, 2025, to which SELLER is in the process of responding.

F. The SELLER is the true and lawful owner of the Assets and has good, marketable, and insurable title to all Assets. None of the Assets will, after Closing, be subject to any mortgage, pledge, lien, charge, security interest, encumbrance, restriction, lease, license, easement, liability, or adverse claim of any nature whatsoever, direct or indirect, whether accrued, absolute, contingent, or otherwise, except for the liens associated with any RD Water Bonds that BUYER assumes. All Assets are sold “as is” and “where is.”

G. Upon execution and delivery of the necessary deeds, bills of sale, easements, assignments, and other instruments of transfer by the SELLER pursuant to this Agreement, the BUYER shall acquire good and valid title to the Assets, free and clear of all claims, liens, security interests, agreements, restrictions, charges, and encumbrances of any nature whatsoever, except for the liens associated with any RD Water Bonds that BUYER assumes.

H. No other person or entity, except for the BUYER, now has, nor at any time prior to the Closing will have, the right to purchase, own, use, or sell any of the Assets.

I. The SELLER is not insolvent as of the date of this

Agreement. The SELLER can meet all business obligations as they become due and will not be insolvent or unable to meet its business obligations as a result of completing the transactions described herein.

J. There is no claim, legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding, nor any order, decree, or judgment in progress, pending or in effect, or threatened, against or relating to the SELLER, its officers, commissioners, employees, or utility business, the Assets, or the transactions contemplated by this Agreement, other than that contained in a previously disclosed Agreed Order with the Cabinet entered on September 18, 2024, in Case No. DOW 24-3-0082, which remains open, and other than that contained in the previously disclosed Notice of Noncompliance and Concerns and the Administrative Compliance Order (Docket No. SDWA-04-2025-5004), both issued by the United States Environmental Protection Agency on August 26, 2025, to which SELLER is in the process of responding, and other than the claim asserted by Mariah Greenwell regarding the real property located at 0 Alvey Lane as set out in the letter dated September 17, 2025 from attorney Ian Loos, and the SELLER neither knows nor has reason to be

aware of any basis for the same.

K. Prior to the Closing, the SELLER shall not, without the BUYER's prior written approval, lower its rates or charges, institute any new methods of accounting or operation or engage in any transaction or activity in relation to its Hart County System and its Wax WTP, nor shall the SELLER enter into any agreement or make any commitment with respect to its Hart County System or Wax WTP, except in the ordinary course of business and consistent with past practice.

L. Prior to the Closing, the SELLER shall not permit any of the Assets to be subjected to a mortgage, pledge, lien, or encumbrance, without notice to, and approval of, the BUYER, and further shall not dispose of any of the Assets.

M. The SELLER shall maintain, up to the date of Closing, the insurance policies presently in effect on the Assets. BUYER acknowledges that upon execution of this Agreement, BUYER will have an insurable interest in the Assets and SELLER's insurance may not cover BUYER.

N. The SELLER's current rates for water service are set forth in **Exhibit 4**.

O. The SELLER shall not perform any act or omit to perform

any act or permit any act or omission that will cause a breach or default in this Agreement.

P. No representation or warranty by the SELLER in this Agreement, nor any statement or certificate furnished or to be furnished by it to the BUYER or its representatives in connection herewith or pursuant hereto, contains or will contain any untrue statement of material fact or will omit a statement of any material fact required to make the statements herein or therein contained not misleading. The SELLER has disclosed to the BUYER in writing all material adverse facts known to it relating to the SELLER, its Hart County System and the Wax WTP, or the Assets. The SELLER is not aware of any circumstances or facts which could be detrimental to its Hart County System or Wax WTP other than those disclosed to the BUYER in writing.

Q. To the best of SELLER's knowledge, All minute books, books and records, and other documents maintained by the SELLER with respect to the Assets are true, complete, and accurate.

R. All representations and warranties of the SELLER contained in this Agreement or in any certificate or other writing

delivered pursuant hereto or in connection herewith shall be true as of the Closing as well as of the date of this Agreement.

13. BUYER'S REPRESENTATIONS AND WARRANTIES. The

BUYER represents and warrants to the SELLER as follows:

A. That it is a duly organized and existing water district.

B. That the execution and delivery of this Agreement and the consummation of the transactions herein contemplated have been duly authorized by its Board of Commissioners.

C. That it has the financial, technical, and managerial abilities to provide reasonable water service to the SELLER's existing Hart County customers and will continue to provide such service following the Closing.

D. The execution, delivery, performance, and the consummation of the transactions contemplated in this Agreement do not and will not: (1) conflict with or result in a violation or breach of any of the terms, conditions, or provisions of or constitute a default of any instrument, agreement, mortgage, judgment, order, writ, award, decree, or other restriction to which the BUYER is a Party or by which the BUYER is bound, or any statute or regulatory provision affecting

the BUYER; (2) require the approval, consent, or authorization of any federal, state, or local court, governmental authority, or regulatory body, except for the PSC and appropriate fiscal court(s), or of any creditor of the BUYER, except for RD and RWFA, or of any other person or entity; nor (3) give any Party with rights under any instrument, agreement, mortgage, judgment, order, writ, award, decree, or other restriction the right to terminate, modify, or otherwise change the BUYER's rights or obligations thereunder.

E. The BUYER has complied with all existing laws, rules, regulations, ordinances, orders, judgments, and decrees now or hereafter applicable to the BUYER's operation of the Hart County System and the Wax WTP since July 1, 2025.

F. The BUYER has not received any notice or notification from any court or governmental agency, authority, or body that it is in violation of, or not in compliance with, any federal, state, or local law, statute, ordinance, rule, regulation, decree, order, or permit relating to its operation of the Hart County System or the Wax WTP since July 1, 2025.

G. The BUYER is not insolvent as of the date of this

Agreement. The BUYER can meet all business obligations as they become due and will not be insolvent or unable to meet its business obligations as a result of completing the transactions described herein.

H. There is no claim, legal action, suit, arbitration, governmental investigation, or other legal or administrative proceeding, nor any order, decree, or judgment in progress, pending or in effect, or threatened, against or relating to the BUYER, its officers, commissioners, employees, or utility business, the BUYER's operation of the Hart County System and the Wax WTP since July 1, 2025, or the transactions contemplated by this Agreement, and the BUYER neither knows nor has reason to be aware of any basis for the same.

I. The BUYER's current rates for water service are set forth in **Exhibit 5**.

J. The BUYER shall not perform any act or omit to perform any act or permit any act or omission that will cause a breach or default in this Agreement.

K. No representation or warranty by the BUYER in this Agreement, nor any statement or certificate furnished or to be furnished by it to the SELLER or its representatives in connection herewith or

pursuant hereto, contains or will contain any untrue statement of material fact or will omit a statement of any material fact required to make the statements herein or therein contained not misleading. The BUYER has disclosed to the SELLER in writing all material adverse facts known to it relating to the Hart County System, the Wax WTP, the Assets, or the BUYER's operation of the Hart County System and the Wax WTP since July 1, 2025.

L. All representations and warranties of the BUYER contained in this Agreement or in any certificate or other writing delivered pursuant hereto or in connection herewith shall be true as of the Closing as well as of the date of this Agreement.

14. **CLOSING.** The closing of this transaction (the "Closing") shall take place at a mutually convenient date, time, and place (the "Closing Date") once all the Closing Requirements set forth in paragraph 16 of this Agreement are satisfied.

15. **ACCESS TO BOOKS.** Between the date of this Agreement and the Closing, the BUYER and its authorized representatives shall have the right to examine and to obtain copies of any and all pertinent books, plats, maps, plans, and records of the SELLER related to the Hart County System and the Wax WTP upon reasonable notice and at mutually convenient times.

16. **CLOSING REQUIREMENTS.** The obligations of the Parties are expressly conditioned on the following, each of which is a condition precedent to the validity and enforcement of this Agreement:

A. The representations and warranties of each of the Parties shall be true and correct as of the Closing, as though such representations and warranties were made at, and as of, the Closing.

B. Each of the Parties to this Agreement shall have performed and complied in all material respects with all its respective obligations under this Agreement which are due to be performed or complied with by such Party prior to or at the Closing.

C. At and as of the Closing, no litigation, proceedings, investigations, or inquiries shall be pending or threatened by any person, firm, corporation, governmental agency, or governmental official to enjoin or prevent the consummation of this transaction.

D. The PSC shall have entered a final order: (1) approving the transfer of the SELLER's Hart County System and Wax WTP to the BUYER without the addition of any requirement or condition which either the SELLER or the BUYER deems objectionable; and (2) authorizing the BUYER to assume payment of the RD Water Bonds

that BUYER has elected to assume.

E. RD shall have issued a Letter of Conditions authorizing the BUYER to assume payment of the RD Water Bonds that BUYER has elected to assume.

F. RWFA shall have released its lien on the revenue stream from the Hart County System and the Wax WTP and any other security interests it may have in the Hart County System, the Wax WTP, or any other Assets being transferred to the BUYER.

G. The Hart County Judge/Executive shall have entered an Order expanding the territorial boundaries of the BUYER to include all territory within the SELLER's Hart County System.

17. **CONVEYANCE AND TRANSFERS.** The SELLER shall not convey, lease, or in any other way dispose of the Assets until the Closing. At the Closing, the SELLER shall execute and deliver to the BUYER such deeds, assignments, bills of sale, easements, and other instruments of transfer as are necessary or requested by the BUYER to vest the BUYER with good and marketable, unencumbered (except to the extent set out in this Agreement) title to the Assets, without the need for further approval or consent by any other person or entity.

18. **DUE AT CLOSING.**

A. **DUE FROM SELLER TO BUYER:** Unless the BUYER provides a written waiver of any item listed herein, the SELLER shall deliver to the BUYER at Closing the following:

- (1) Special warranty deeds and an Assignment of Easements, all dated as of the Closing Date, conveying SELLER's ownership interests in the real property described in paragraph 2 of this Agreement;
- (2) Such bills of sale, assignments, and other instruments of transfer, all dated as of the Closing Date, as shall be necessary or requested by the BUYER to vest the BUYER with good and marketable, unencumbered (except to the extent set out in this Agreement) title to the Assets;
- (3) Unless provided prior to Closing, a schedule which contains a current listing of the name, address, account number, meter identification number, meter reading, and amount still on deposit for each water customer in the Hart County System;
- (4) An opinion from the SELLER's counsel, dated as of the Closing Date and in a form satisfactory to the BUYER, as to the representations, warranties, and other matters set forth in paragraph 12 of this Agreement;
- (5) A certificate, signed by the Chairman of the Board of the SELLER and dated as of the Closing Date, representing and warranting to the BUYER (i) that the representations, warranties, and other matters set forth in paragraph 12 of this Agreement are true and correct

as of the Closing, as though such representations and warranties were made at, and as of, the Closing, and (ii) that the Closing Requirements set forth in paragraph 16 of this Agreement have been fully satisfied;

- (6) A certified copy of the SELLER's resolution approving this Agreement, authorizing the Chairman to execute and deliver this Agreement, and further authorizing the appropriate officials to take all actions necessary to consummate the transactions contemplated by this Agreement;
- (7) Unless provided prior to Closing, copies of all records for the water customers of the Hart County System;
- (8) Possession of the Assets;
- (9) Unless provided prior to Closing, a certified or cashier's check for the amount of Hart County System customer deposits due to be paid to the BUYER, plus any accrued, but unpaid, interest owed on the customer deposits, held by the SELLER;
- (10) Such other documents as may be necessary to effectuate the transactions contemplated by this Agreement.

B. DUE FROM BUYER TO SELLER: Unless the SELLER provides a written waiver of any item listed herein, the BUYER shall deliver to the SELLER at Closing the following:

- (1) Proof in a form satisfactory to the SELLER that the BUYER has assumed the RD Water Bonds described in paragraph 3 and set forth in **Exhibit 1** of this Agreement;

- (2) A certified or cashier's check for the difference between the amount of the final purchase price and the outstanding principal and accrued interest of the RD Water Bonds assumed by the BUYER;
- (3) A certified copy of the BUYER's resolution approving this Agreement, authorizing the Chairman to execute and deliver this Agreement, and further authorizing the appropriate officials to take all actions necessary to consummate the transactions contemplated by this Agreement;
- (4) An opinion from Stoll Keenon Ogden, PLLC, special counsel to the BUYER, dated as of the Closing Date and in a form satisfactory to the SELLER, as to the representations, warranties, and other matters set forth in paragraph 13 of this Agreement;
- (5) A certificate, signed by the Chairman of the Board of the BUYER and dated as of the Closing Date, representing and warranting to the SELLER (i) that the representations, warranties, and other matters set forth in paragraph 13 of this Agreement are true and correct as of the Closing, as though such representations and warranties were made at, and as of, the Closing, and (ii) that the Closing Requirements set forth in paragraph 16 of this Agreement have been fully satisfied;
- (6) Such receipts as may be reasonably requested by the SELLER and such other documents as may be necessary to effectuate the transactions contemplated by this Agreement; and
- (7) Such other documents as may be necessary to effectuate the transactions contemplated by this Agreement.

19. SURVIVAL OF REPRESENTATIONS AND WARRANTIES.

The representations, warranties, and agreements of the Parties contained in this Agreement, or in any certificate or other writing delivered pursuant hereto, shall survive the making of this Agreement and the Closing.

20. RESPONSIBLE PARTIES. The SELLER shall be solely responsible for any loss, claim, action, suit, including class actions, proceeding, deficiency, or expense, including reasonable attorneys' fees, relating to or arising from or in connection with (a) any misrepresentation, breach of representation, warranty or obligation, covenant or agreement or default by the SELLER under this Agreement, including the exhibits, or any documents delivered to the BUYER in connection with this Agreement; (b) any claims of negligence or strict liability arising from the operation of the Hart County System prior to July 1, 2025; and (c) all contingent liabilities relating to the SELLER, its Hart County System and its Wax WTP or the Assets with respect to any state of facts or occurrences existing prior to July 1, 2025.

The BUYER shall be solely responsible for any loss, claim, action, suit, including class actions, proceeding, deficiency, or expense, including reasonable attorneys' fees, relating to or arising from or in connection with (a) any misrepresentation, breach of representation, warranty or obligation, covenant or agreement or default by the BUYER under this Agreement, including the exhibits,

or any documents delivered to the SELLER in connection with this Agreement, and
(b) any claims of negligence or strict liability arising from the operation of the Hart
County System and the Wax WTP on and after July 1, 2025.


21. **ENTIRE AGREEMENT.** This Agreement, including all its exhibits,
which are hereby incorporated by reference, and the Operating Agreement constitute
the entire agreement of the Parties with respect to the subject matter thereof and may
not be modified or amended or terminated except by written agreement specifically
referring to this Agreement and the Operating Agreement, and signed by all the
Parties hereto.

[Signature Page to Follow]

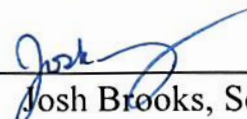
IN TESTIMONY WHEREOF, this Agreement has been executed in multiple counterparts, each of which is deemed to be an original, by the duly authorized officers of the Parties, as of the effective date of this Agreement.

SELLER:

EDMONSON COUNTY WATER DISTRICT

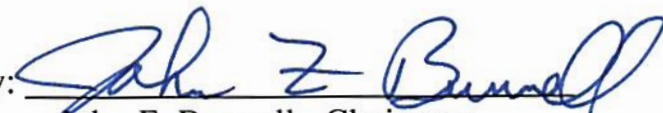
By: 
Darren Dennison, Chairman

Date: 9-23-25

Attest: 
Josh Brooks, Secretary

BUYER:

GREEN RIVER VALLEY WATER DISTRICT

By: 
John F. Bunnell, Chairman

Date: 9-25-25


Attest: , Assistant Secretary
~~Adrian Gossett, Secretary~~

EXHIBIT LIST

ASSET PURCHASE AGREEMENT BETWEEN EDMONSON COUNTY WATER DISTRICT, AND GREEN RIVER VALLEY WATER DISTRICT

1. Outstanding RD Water Bonds Owed by the SELLER
2. RWFA Loans Owed by the SELLER
3. RD Water Bond/Grant Reserves
4. SELLER'S Current Rates
5. BUYER'S Current Rates

EXHIBIT 1

WATER REVENUE BONDS

OWED BY EDMONSON COUNTY WATER DISTRICT TO
RURAL DEVELOPMENT

Bond Issue	RD Loan Number	Original Principal Amount	Maturity	Interest Rate	Outstanding Principal Balance
2001A	99391-20	\$3,837,000	1/1/2041	3.25%	\$2,185,000
2010A	99393-35	\$ 570,000	1/1/2050	2.25%	\$ 434,000
2010B	99394-37	\$ 700,000	1/1/2050	2.25%	\$ 533,000
2013A	99395-39	\$ 504,000	1/1/2054	2.1250%	\$ 418,000
2013B	99396-41	\$ 160,000	1/1/2054	3.00%	\$ 137,500
2019	99397-43	\$1,032,000	1/1/2060	1.50%	\$ 951,000
Note: Outstanding Principal Balances as of August 1, 2025				TOTAL:	\$4,658,500

EXHIBIT 2

**EDMONSON COUNTY WATER DISTRICT
EXISTING RURAL WATER FINANCING AGENCY LOANS**

Description of Debt	Delivery Date	Original Principal Amount	Maturity	Interest Rate	First Call Date	Outstanding Principal Balance
Series 2012D	5/30/2012	\$2,900,000	1/1/2036	3.6% to 4.0%	Currently Callable	\$1,435,000
Series 2013B	2/27/2013	\$1,960,000	1/1/2028	3.05% to 3.30%	Currently Callable	\$ 455,000
Series 2020C	3/17/2020	\$3,325,000	1/1/2048	2.2% to 5.2%	2/1/2028	\$2,880,000
Note: Outstanding Principal Balances as of August 1, 2025					TOTAL:	\$4,770,000

EXHIBIT 3

Depr Reserve Fund
December 31, 2025

RURAL DEVELOPMENT

	Bond	Dep Amount	Needed Total	Amt Funded
	91-20 2003	\$ 1,480.00	\$ 710,400.00	\$ 415,880.00
	91-35 2010A	\$ 200.00	\$ 24,000.00	\$ 24,000.00
	91-37 2010B	\$ 245.00	\$ 29,400.00	\$ 29,400.00
91-39	91-41 2013A/B	\$ 230.00	\$ 27,600.00	\$ 27,600.00
	91-43 2020	\$ 385.00	<u>\$ 46,200.00</u>	<u>\$ 23,100.00</u>
Total:		\$ 837,600.00	\$ 519,980.00	

91-20 FmHA Depreciation Reserve Requirements

Bond	Loan Amount	Regular Monthly Deposits	Total Required	Amt. Deposit	Year Deposited	Total Deposited	Balance
A	\$ 3,837,000.00	\$ 1,480.00	\$ 710,400.00	\$ 7,400.00	2002	\$ 7,400.00	\$ 703,000.00
		X 40	life of loan	\$ 17,760.00	2003	\$ 25,160.00	\$ 685,240.00
		years		\$ 17,760.00	2004	\$ 42,920.00	\$ 667,480.00
				\$ 17,760.00	2005	\$ 60,680.00	\$ 649,720.00
				\$ 17,760.00	2006	\$ 78,440.00	\$ 631,960.00
				\$ 17,760.00	2007	\$ 96,200.00	\$ 614,200.00
				\$ 17,760.00	2008	\$ 113,960.00	\$ 596,440.00
				\$ 17,760.00	2009	\$ 131,720.00	\$ 578,680.00
				\$ 17,760.00	2010	\$ 149,480.00	\$ 560,920.00
				\$ 17,760.00	2011	\$ 167,240.00	\$ 543,160.00
				\$ 17,760.00	2012	\$ 185,000.00	\$ 525,400.00
				\$ 17,760.00	2013	\$ 202,760.00	\$ 507,640.00
				\$ 17,760.00	2014	\$ 220,520.00	\$ 489,880.00
				\$ 17,760.00	2015	\$ 238,280.00	\$ 472,120.00
				\$ 17,760.00	2016	\$ 256,040.00	\$ 454,360.00
				\$ 17,760.00	2017	\$ 273,800.00	\$ 436,600.00
				\$ 17,760.00	2018	\$ 291,560.00	\$ 418,840.00
				\$ 17,760.00	2019	\$ 309,320.00	\$ 401,080.00
				\$ 17,760.00	2020	\$ 327,080.00	\$ 383,320.00
				\$ 17,760.00	2021	\$ 344,840.00	\$ 365,560.00
				\$ 17,760.00	2022	\$ 362,600.00	\$ 347,800.00
				\$ 17,760.00	2023	\$ 380,360.00	\$ 330,040.00
				\$ 17,760.00	2024	\$ 398,120.00	\$ 312,280.00
				\$ 17,760.00	2025	\$ 415,880.00	\$ 294,520.00
				\$ 17,760.00	2026	\$ 433,640.00	\$ 276,760.00
				\$ 17,760.00	2027	\$ 451,400.00	\$ 259,000.00
				\$ 17,760.00	2028	\$ 469,160.00	\$ 241,240.00
				\$ 17,760.00	2029	\$ 486,920.00	\$ 223,480.00
				\$ 17,760.00	2030	\$ 504,680.00	\$ 205,720.00
				\$ 17,760.00	2031	\$ 522,440.00	\$ 187,960.00
				\$ 17,760.00	2032	\$ 540,200.00	\$ 170,200.00
				\$ 17,760.00	2033	\$ 557,960.00	\$ 152,440.00
				\$ 17,760.00	2034	\$ 575,720.00	\$ 134,680.00
				\$ 17,760.00	2035	\$ 593,480.00	\$ 116,920.00
				\$ 17,760.00	2036	\$ 611,240.00	\$ 99,160.00
				\$ 17,760.00	2037	\$ 629,000.00	\$ 81,400.00
				\$ 17,760.00	2038	\$ 646,760.00	\$ 63,640.00
				\$ 17,760.00	2039	\$ 664,520.00	\$ 45,880.00
				\$ 17,760.00	2040	\$ 682,280.00	\$ 28,120.00
				\$ 17,760.00	2041	\$ 700,040.00	\$ 10,360.00
				\$ 10,360.00	2042	\$ 710,400.00	\$ -

91-35 Hart County Line Extension Project

Bond	Loan Amount	Regular Monthly Deposits	Total Required	Amt. Deposit	Year Deposited	Total Deposited	Balance
2010A	\$ 570,000	\$ 200.00	\$ 24,000.00	\$ -	2010	\$ -	\$ 24,000.00
				\$ 2,400.00	2011	\$ 2,400.00	\$ 21,600.00
				\$ 2,400.00	2012	\$ 4,800.00	\$ 19,200.00
				\$ 2,400.00	2013	\$ 7,200.00	\$ 16,800.00
				\$ 2,400.00	2014	\$ 9,600.00	\$ 14,400.00
				\$ 2,400.00	2015	\$ 12,000.00	\$ 12,000.00
				\$ 2,400.00	2016	\$ 14,400.00	\$ 9,600.00
				\$ 2,400.00	2017	\$ 16,800.00	\$ 7,200.00
				\$ 2,400.00	2018	\$ 19,200.00	\$ 4,800.00
				\$ 2,400.00	2019	\$ 21,600.00	\$ 2,400.00
				\$ 2,400.00	2020	\$ 24,000.00	\$ -

FULLY FUNDED

91-37 Edmonson County Project

Bond	Loan Amount	Regular Monthly Deposits	Total Required	Amt. Deposit	Year Deposited	Total Deposited	Balance
2010B	\$ 700,000	\$ 245.00	\$ 29,400.00	\$ -	2010	\$ -	\$ 29,400.00
				\$ -	2011	\$ -	\$ 29,400.00
				\$ 2,940.00	2012	\$ 2,940.00	\$ 26,460.00
				\$ 2,940.00	2013	\$ 5,880.00	\$ 23,520.00
				\$ 2,940.00	2014	\$ 8,820.00	\$ 20,580.00
				\$ 2,940.00	2015	\$ 11,760.00	\$ 17,640.00
				\$ 2,940.00	2016	\$ 14,700.00	\$ 14,700.00
				\$ 2,940.00	2017	\$ 17,640.00	\$ 11,760.00
				\$ 2,940.00	2018	\$ 20,580.00	\$ 8,820.00
				\$ 2,940.00	2019	\$ 23,520.00	\$ 5,880.00
				\$ 2,940.00	2020	\$ 26,460.00	\$ 2,940.00
				\$ 2,940.00	2021	\$ 29,400.00	\$ -

FULLY FUNDED

91-39 FmHA Depreciation Reserve Requirements

91-41	Loan	Regular	Total	Amt.	Year	Total	Balance
Bond	Amount	Monthly	Required	Deposit	Deposited	Deposited	
2013A/B		\$ 230.00	\$ 27,600.00	\$ -	2013	\$ -	\$ 27,600.00
				\$ 2,760.00	2014	\$ 2,760.00	\$ 24,840.00
				\$ 2,760.00	2015	\$ 5,520.00	\$ 22,080.00
				\$ 2,760.00	2016	\$ 8,280.00	\$ 19,320.00
				\$ 2,760.00	2017	\$ 11,040.00	\$ 16,560.00
				\$ 2,760.00	2018	\$ 13,800.00	\$ 13,800.00
				\$ 2,760.00	2019	\$ 16,560.00	\$ 11,040.00
				\$ 2,760.00	2020	\$ 19,320.00	\$ 8,280.00
				\$ 2,760.00	2021	\$ 22,080.00	\$ 5,520.00
				\$ 2,760.00	2022	\$ 24,840.00	\$ 2,760.00
				\$ 2,760.00	2023	\$ 27,600.00	\$ -

FULLY FUNDED

2021 FmHA Depreciation Reserve Requirements

Bond	Loan Amount	Regular Monthly Deposits	Total Required	Amt. Deposit	Year Deposited	Total Deposited	Balance
91-43	\$ 1,032,000	\$ 385.00	\$ 46,200.00	\$ -	2021	\$ -	\$ 46,200.00
				\$ 4,620.00	2021	\$ 4,620.00	\$ 41,580.00
				\$ 4,620.00	2022	\$ 9,240.00	\$ 36,960.00
				\$ 4,620.00	2023	\$ 13,860.00	\$ 32,340.00
				\$ 4,620.00	2024	\$ 18,480.00	\$ 27,720.00
				\$ 4,620.00	2025	\$ 23,100.00	\$ 23,100.00
				\$ 4,620.00	2026	\$ 27,720.00	\$ 18,480.00
				\$ 4,620.00	2027	\$ 32,340.00	\$ 13,860.00
				\$ 4,620.00	2028	\$ 36,960.00	\$ 9,240.00
				\$ 4,620.00	2029	\$ 41,580.00	\$ 4,620.00
				\$ 4,620.00	2030	\$ 46,200.00	\$ -

EXHIBIT 4

AREA Entire Service Area

PSC KY NO. 1

4th SHEET NO. 17b

Edmonson County Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. 1

3rd SHEET NO. 17

RULES AND REGULATIONS

Monthly Water Rates

5/8- X 3/4-Inch Meter

First 1,500 Gallons \$18.18 Minimum Bill (I)
Over 1,500 Gallons 0.00857 Per Gallon (I)

1-Inch Meter

First 5,000 Gallons \$49.30 Minimum Bill (I)
Over 5,000 Gallons 0.00857 Per Gallon (I)

1 1/2-Inch Meter

First 10,000 Gallons \$93.32 Minimum Bill (I)
Over 10,000 Gallons 0.00857 Per Gallon (I)

2-Inch Meter

First 16,000 Gallons \$147.78 Minimum Bill (I)
Over 16,000 Gallons 0.00857 Per Gallon (I)

3-Inch Meter

First 30,000 Gallons \$289.59 Minimum Bill (I)
Over 30,000 Gallons 0.00857 Per Gallon (I)

4-Inch Meter

First 50,000 Gallons \$487.99 Minimum Bill (I)
Over 50,000 Gallons 0.00857 Per Gallon (I)

Wholesale Rate

0.00333 Per Gallon (I)

DATE OF ISSUE March 10, 2025
MONTH / DATE / YEAR

DATE EFFECTIVE March 10, 2025
MONTH / DATE / YEAR

ISSUED BY Kevin Shan
SIGNATURE OF OFFICER

TITLE General Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2024-00219 DATED March 10, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
3/10/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

EXHIBIT 5

AREA Barren, Green, Hart, Larue
and Metcalfe Counties, Kentucky

PSC KY NO. 1

4th Revised SHEET NO. 4

Green River Valley Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. 1

3rd Revised SHEET NO. 4

A. Monthly Rates

5/8 x 3/4 Meter

First 2,000 Gallons	\$ 25.71 Minimum Bill	(I)
Next 8,000 Gallons	0.00691 Per Gallon	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

1-Inch Meter

First 5,000 Gallons	\$ 46.42 Minimum Bill	(I)
Next 5,000 Gallons	0.00691 Per Gallon	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

1.5-Inch Meter

First 10,000 Gallons	\$ 80.99 Minimum Bill	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

2 Inch Meter

First 15,000 Gallons	\$ 110.42 Minimum Bill	(I)
Next 15,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

Wholesale Rate	\$ 0.00301 Per Gallon	(I)
-----------------------	-----------------------	-----

DATE OF ISSUE January 12, 2024
MONTH / DATE / YEAR

DATE EFFECTIVE October 30, 2023
MONTH / DATE / YEAR

ISSUED BY /s/ Andrew Tucker
SIGNATURE OF OFFICER

TITLE General Manager

BY AUTHORITY OF ORDERS OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00088 DATED 10/23/2023 and 12/04/2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/30/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Exhibit 7

Resolution Green River District
Approving Asset Transfer Agreement

RESOLUTION No. 2025-09-01

RESOLUTION OF THE GREEN RIVER VALLEY WATER DISTRICT AUTHORIZING THE ACQUISITION OF THE HART COUNTY SYSTEM AND THE WAX WATER TREATMENT PLANT ASSETS OF THE EDMONSON COUNTY WATER DISTRICT; APPROVING THE ASSET PURCHASE AGREEMENT BETWEEN EDMONSON COUNTY WATER DISTRICT AS SELLER, AND GREEN RIVER VALLEY WATER DISTRICT AS BUYER; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE ASSET PURCHASE AGREEMENT AND OTHER DOCUMENTS NECESSARY TO CONSUMMATE THE ACQUISITION

WHEREAS, Green River Valley Water District (“Green River”) is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, Green River currently owns and operates both water treatment and water distribution facilities (“Green River’s System”);

WHEREAS, Green River’s System includes assets located in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties, and Green River provides retail and wholesale water service in portions of these counties;

WHEREAS, Edmonson County Water District (“Edmonson”) is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, Edmonson currently owns and operates both water treatment and water distribution facilities (the “Edmonson Water System”);

WHEREAS, Green River’s System is adjacent to and interconnected with the Edmonson Water System;

WHEREAS, the Edmonson Water System consists of assets located in Edmonson, Grayson, and Hart Counties, Kentucky. Edmonson’s water assets located in Hart County shall be referred to as the “Hart County System;”

WHEREAS, Edmonson provides retail water service to customers located in Edmonson, Grayson, and Hart Counties, Kentucky;

WHEREAS, Edmonson provides retail water service to approximately 2,000 customers located in the northwestern portion of Hart County, including the communities of Kessinger and Cub Run;

WHEREAS, Edmonson owns and operates the Wax Water Treatment Plant and related facilities (the “Wax WTP”), which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to Edmonson’s Hart County and Grayson County customers;

WHEREAS, if Green River acquires Edmonson’s Hart County System, it will also be necessary and convenient for Green River to acquire the Wax WTP to maintain a reliable source of potable water for the Hart County customers which it will be acquiring from Edmonson;

WHEREAS, it appears that transferring Edmonson’s Hart County System and the Wax WTP to Green River’s System will result in economies of scale. Furthermore, it will enable Green River to manage, operate, and maintain its combined system in a more cost-effective manner;

WHEREAS, it appears that Green River has the financial, technical, and managerial abilities to provide adequate and reliable water service to Edmonson’s existing Hart County water customers without adversely affecting the quality of service presently afforded Green River’s existing customers;

WHEREAS, Green River and Edmonson have executed a Statement of Intent dated May 29, 2025, in which Green River expresses its intent to purchase and acquire Edmonson’s Hart County System and the Wax WTP and Edmonson expresses its intent to sell and transfer its Hart County System and its Wax WTP to Green River;

WHEREAS, certain representatives of Green River and certain representatives of Edmonson have negotiated the detailed terms of an Asset Purchase Agreement (the “Agreement”) whereby Edmonson will sell and transfer to

Green River and Green River will purchase and acquire from Edmonson certain assets as set forth in the Agreement, subject to the approval and execution of the Agreement by Green River, the approval and execution of the Agreement by Edmonson, and the approval by the Kentucky Public Service Commission (the “PSC”); and

WHEREAS, Green River desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE GREEN RIVER VALLEY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

Section 2. It is hereby determined and declared to be in the public interest for Green River to acquire Edmonson’s Hart County System and the Wax WTP. The Agreement, in substantially the form submitted to Green River with such minor modifications as the Chairman may subsequently approve, as evidenced by his signature thereon, is hereby approved, and the Chairman is authorized and directed to execute and deliver the Agreement for and on behalf of Green River.

Section 3. The Chairman is also hereby authorized and directed to file an application with the PSC: (a) requesting approval of the Agreement; and (b)

requesting authorization for Green River to assume certain Outstanding RD Water Bonds associated with Edmonson's Hart County System and the Wax WTP as more particularly described in the Agreement.

Section 4. The Chairman, General Manager, and all other appropriate officers, officials, employees or representatives of Green River are hereby authorized and directed to take any further actions and to execute and deliver all documents as may be reasonably necessary to effectuate the acquisition and consummation of the transactions contemplated by the Agreement.

Section 5. Following the Closing of the Hart County System and Wax WTP acquisition, Green River shall incorporate the Hart County System assets and the Wax WTP into Green River's system. Thereafter, Green River shall operate such combined facilities as a combined and consolidated utility system.

Section 6. This Resolution shall take effect upon its adoption.

[Remainder of page intentionally left blank]

Adopted by the Board of Commissioners of Green River Valley Water District at a meeting held on September 25, 2025, signed by the Chairman, and attested by the Secretary.


John F. Bunnell, Chairman

ATTEST:


Adrian Gossett, Secretary

CERTIFICATION

The undersigned Secretary of Green River Valley Water District (the "District") does hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District's Board of Commissioners at a meeting properly held on September 25, 2025, signed by the Chairman of the Board of Commissioners, attested by the Secretary of the Board of Commissioners, and now in full force and effect.

WITNESS my hand this 25th day of September 2025.



Adrian Gossett, Secretary

Exhibit 8

Resolution
Edmonson County Water District Approving
Asset Purchase Agreement

RESOLUTION No. 2025-09- 23

RESOLUTION OF THE EDMONSON COUNTY WATER DISTRICT AUTHORIZING THE ACQUISITION OF THE HART COUNTY SYSTEM AND THE WAX WATER TREATMENT PLANT ASSETS BY THE GREEN RIVER VALLEY WATER DISTRICT; APPROVING THE ASSET PURCHASE AGREEMENT BETWEEN EDMONSON COUNTY WATER DISTRICT, AS SELLER, AND GREEN RIVER VALLEY WATER DISTRICT, AS BUYER; AND AUTHORIZING THE CHAIRMAN TO EXECUTE THE ASSET PURCHASE AGREEMENT AND OTHER DOCUMENTS NECESSARY TO CONSUMMATE THE ACQUISITION

WHEREAS, Edmonson County Water District (“Edmonson”) is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, Edmonson currently owns and operates both water treatment and water distribution facilities (the “Edmonson Water System”);

WHEREAS, Green River Valley Water District (“Green River”) is a water district organized under the provisions of KRS Chapter 74 and is also a governmental agency within the meaning of KRS 67.0802(4)(a);

WHEREAS, Green River currently owns and operates both water treatment and water distribution facilities (“Green River’s System”);

WHEREAS, Green River’s System includes assets located in Barren, Green, Hardin, Hart, LaRue, and Metcalfe Counties, and Green River provides retail and wholesale water service in portions of these counties;

WHEREAS, Green River’s System is adjacent to and interconnected with the Edmonson Water System;

WHEREAS, the Edmonson Water System consists of assets located in Edmonson, Grayson, and Hart Counties, Kentucky. Edmonson’s water assets located in Hart County shall be referred to as the “Hart County System;”

WHEREAS, Edmonson provides retail water service to customers located in Edmonson, Grayson, and Hart Counties, Kentucky;

WHEREAS, Edmonson provides retail water service to approximately 2,000 customers located in the northwestern portion of Hart County, including the communities of Kessinger and Cub Run;

WHEREAS, Edmonson owns and operates the Wax Water Treatment Plant and related facilities (the “Wax WTP”), which is located in Grayson County near the Grayson-Hart county line. The Wax WTP provides potable water to Edmonson’s Hart County and Grayson County customers;

WHEREAS, if Green River acquires Edmonson’s Hart County System, it will also be necessary and convenient for Green River to acquire the Wax WTP to

maintain a reliable source of potable water for the Hart County customers which it will be acquiring from Edmonson;

WHEREAS, it appears that transferring Edmonson's Hart County System and the Wax WTP to Green River's System will result in economies of scale. Furthermore, it will enable Green River to manage, operate, and maintain its combined system in a more cost-effective manner;

WHEREAS, Green River has the financial, technical, and managerial abilities to provide adequate and reliable water service to Edmonson's existing Hart County customers without adversely affecting the quality of service presently afforded Green River's existing customers;

WHEREAS, Green River and Edmonson have executed a Statement of Intent dated May 29, 2025, in which Green River expresses its intent to purchase and acquire Edmonson's Hart County System and the Wax WTP and Edmonson expresses its intent to sell and transfer its Hart County System and its Wax WTP to Green River;

WHEREAS, certain representatives of Green River and certain representatives of Edmonson have negotiated the detailed terms of an Asset Purchase Agreement (the "Agreement") whereby Edmonson will sell and transfer to Green River and Green River will purchase and acquire from Edmonson certain assets as set forth in the Agreement, subject to the approval and execution of the

Agreement by Green River, the approval and execution of the Agreement by Edmonson, and the approval by the Kentucky Public Service Commission (the “PSC”); and

WHEREAS, Edmonson desires to approve the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE EDMONSON COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

Section 2. It is hereby determined and declared to be in the public interest for Green River to acquire Edmonson’s Hart County System and the Wax WTP. The Agreement, in substantially the form submitted to Edmonson with such minor modifications as the Chairman may subsequently approve, as evidenced by his signature thereon, is hereby approved, and the Chairman is authorized and directed to execute and deliver the Agreement for and on behalf of Edmonson.

Section 3. The Chairman is also hereby authorized and directed to file an application with the PSC: (a) requesting approval of the Agreement; and (b) requesting authorization for Green River to assume certain Outstanding RD Water Bonds associated with Edmonson’s Hart County System and the Wax WTP as more

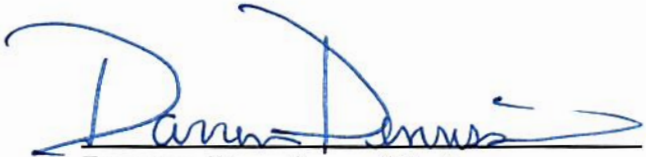
particularly described in the Agreement.

Section 4. The Chairman, General Manager, and all other appropriate officers, officials, employees or representatives of Edmonson are hereby authorized and directed to take any further actions and to execute and deliver all documents as may be reasonably necessary to effectuate the acquisition and consummation of the transactions contemplated by the Agreement.


Section 5. This Resolution shall take effect upon its adoption.

[Remainder of page intentionally left blank]

Adopted by the Board of Commissioners of Edmonson County Water District at a meeting held on September 23, 2025, signed by the Chairman, and attested by the Secretary.


Darren Dennison, Chairman

ATTEST:


Josh Brooks, Secretary

CERTIFICATION

The undersigned Secretary of Edmonson County Water District (the "District") does hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District's Board of Commissioners at a meeting properly held on September 23, 2025, signed by the Chairman of the Board of Commissioners, attested by the Secretary of the Board of Commissioners, and now in full force and effect.

WITNESS my hand this 23rd day of September 2025.



Josh Brooks, Secretary

Exhibit 9

Schedule of Edmonson District's RD Water Bonds
to be Assumed by
Green River Valley Water District

**RURAL DEVELOPMENT WATER REVENUE BONDS
OF EDMONSON COUNTY WATER DISTRICT TO BE
ASSUMED BY
GREEN RIVER VALLEY WATER DISTRICT**

Bond Issue	RD Loan Number	Original Principal Amount	Maturity	Interest Rate	Outstanding Principal Balance
2001A	99391-20	\$3,837,000	1/1/2041	3.25%	\$2,079,000
2010A	99393-35	\$ 570,000	1/1/2050	2.25%	\$ 421,500
2010B	99394-37	\$ 700,000	1/1/2050	2.25%	\$ 517,500
2013A	99395-39	\$ 504,000	1/1/2054	2.1250%	\$ 407,500
2019	99397-43	\$1,032,000	1/1/2060	1.50%	\$ 930,000
Note: Outstanding Principal Balances as of June 15, 2026				TOTAL:	\$4,355,500

Note: Edmonson County Water District has elected to **retain** the following RD Water Bond, Outstanding Principal Balance as of June 15, 2026:

2013B	99396-41	\$160,000	1/1/2054	3.00%	\$134,500
-------	----------	-----------	----------	-------	-----------

Exhibit 10

Schedule of Edmonson District's RWFA Loans
and
Estimated Purchase Price Calculation

**EDMONSON COUNTY WATER DISTRICT
EXISTING RURAL WATER FINANCING AGENCY LOANS**

Description of Debt	Delivery Date	Original Principal Amount	Maturity	Interest Rate	First Call Date	Outstanding Principal Balance
Series 2012D	5/30/2012	\$2,900,000	1/1/2036	3.6% to 4.0%	Currently Callable	\$1,435,000
Series 2013B	2/27/2013	\$1,960,000	1/1/2028	3.05% to 3.30%	Currently Callable	\$ 455,000
Series 2020C	3/17/2020	\$3,325,000	1/1/2048	2.2% to 5.2%	2/1/2028	\$2,880,000
Note: Outstanding Principal Balances as of August 1, 2025					TOTAL:	\$4,770,000

Note: Green River District is **not** proposing to assume these loans. Below is an example of the calculation of the estimated purchase price and Green River District's method of satisfying it, provided for illustrative purposes only. The final purchase price will be calculated and adjusted as of the Closing Date as set out in Sections 3, 5, 6, and 7 of **Exhibit 6** to this Joint Application.

Principal Amount Owed at Closing	
RD Bonds*	\$ 4,490,000
RWFA Loans*	\$ 4,375,000
Total Amount Due at Closing	\$ 8,865,000
Green River's Portion \$8,865,000 x 52% =	\$ 4,609,800

Green River Cash at Closing	
Estimated Amount Owed	\$ 4,609,800
Less RD Bonds Assumed	\$ - 4,355,500
Cash Owed at Closing:	\$ 254,300

* Anticipated Outstanding Principal Balance of RD Water Bonds and RWFA Loans as of June 15, 2026, the tentative Closing Date

Exhibit 11

Schedule of Green River Valley Water District's
Existing Long-Term Debt
and
Interest Paid Fiscal Year-Ended June 30, 2025

GREEN RIVER VALLEY WATER DISTRICT

Existing Long-Term Debt

Description of Debt	Lending Agency	Date of Issue	Original Principal Amount	Maturity	Interest Rate	Outstanding Principal Balance
Series 2010 Bond	RD	12-22-10	\$3,200,000	04-01-49	2.25%	\$2,351,000
2013B Note	KRWFC	03-27-13	\$3,795,000	01-01-28	2.30% to 4.80%	\$ 240,000
2013 B13-006 Loan	KIA	12-01-13	\$1,287,000	12-01-34	0.75%	\$ 646,285
2020D Note	KRWFC	05-06-20	\$5,060,000	01-01-44	3.20% to 5.20%	\$4,205,000
Series 2019A Bond	RD	06-24-21	\$5,600,000	04-01-61	1.75%	\$5,198,000
Series 2019B Bond	RD	06-24-21	\$2,462,000	04-01-61	1.75%	\$2,285,000
Note: Outstanding Principal Balances as of June 15, 2026					TOTAL:	\$14,925,285

RD United States Department of Agriculture, Rural Development.

KRWFC Kentucky Rural Water Finance Corporation.
Although the 2013B note and the 2020D note were issued by KRWFC, these Notes are now held by Rural Water Financing Agency, the successor to KRWFC.

KIA Kentucky Infrastructure Authority.

GREEN RIVER VALLEY WATER DISTRICT

Interest Paid on Long-Term Debt Fiscal Year Ending June 30, 2025

Description of Debt	Lending Agency	Original Principal Amount	Interest Rate	Interest Paid FY 2025
Series 2010 Bond	RD	\$3,200,000	2.25%	\$54,495
2013B Note	KRWFC	\$3,795,000	2.30% to 4.80%	\$9,998
2013 B13-006 Loan	KIA	\$1,287,000	0.75%	\$5,215
2020D Note	KRWFC	\$5,060,000	3.20% to 5.20%	\$156,700
Series 2019A Bond	RD	\$5,600,000	1.75%	\$92,768
Series 2019B Bond	RD	\$2,462,000	1.75%	\$40,775
Interest Paid FY 2025			Total:	\$359,951

Interest paid on Outstanding Bonds during fiscal year ending June 30, 2025 was **\$188,038**.

Interest paid on Outstanding Notes during fiscal year ending June 30, 2025 was **\$171,913**.

Note on Debt Service: Green River District's current Annual Debt Service is \$952,352. Expressed as a monthly amount this is **\$79,363** per month.

Exhibit 12

Green River Valley Water District's
Income Statement and Balance Sheet
Fiscal Year Ending June 30, 2025

GREEN RIVER VALLEY WATER DISTRICT
Statements of Net Position
June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Assets		
Current Assets		
Cash	\$ 2,049,639	\$ 1,742,254
Accounts receivable	586,385	683,340
Accrued interest	2,967	2,967
Plant materials and supplies, (at replacement cost)	613,438	447,240
Prepaid and other assets	42,203	39,217
Total Current Assets	3,294,632	2,915,018
Non-current Assets		
Restricted Assets		
Cash - Construction account	95,869	95,126
Cash - Depreciation funds	1,038,906	703,805
Cash - Bond and interest redemption fund	1,576,324	1,608,989
Investments - Depreciation fund	566,067	545,810
Total Restricted Assets	3,277,166	2,953,730
Capital Assets		
Utility plant in service	55,899,680	54,830,494
Accumulated depreciation	(26,147,486)	(24,818,435)
Net Capital Assets	29,752,194	30,012,059
Total Non-current Assets	33,029,360	32,965,789
Total Assets	\$ 36,323,992	\$ 35,880,807

GREEN RIVER VALLEY WATER DISTRICT
Statements of Net Position (Concluded)
June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Liabilities		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 626,086	\$ 462,419
Deferred revenue	-	108,000
Customer deposits	166,543	147,926
Total Current Liabilities	792,629	718,345
Liabilities Payable from Restricted Assets		
Current maturities of long-term debt	624,312	606,794
Accrued interest	124,953	133,299
Total Liabilities Payable from Restricted Assets	749,265	740,093
Long-term Liabilities		
Long-term debt, less current maturities, net of premium and discount	14,461,446	15,085,759
Total Long-term Liabilities	14,461,446	15,085,759
Total Liabilities	16,003,340	16,544,197
Net Position		
Net investment in capital assets	14,762,305	14,414,632
Restricted for debt retirement	1,576,324	1,608,989
Restricted for equipment replacement	1,604,973	1,249,615
Unrestricted	2,377,050	2,063,374
Total Net Position	\$ 20,320,652	\$ 19,336,610

GREEN RIVER VALLEY WATER DISTRICT
Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Operating revenue:		
Metered water sales:		
Residential	\$ 3,961,580	\$ 3,714,846
Commercial	507,095	478,195
	4,468,675	4,193,041
Wholesale water sales:		
Horse Cave	898,435	803,098
CEA Cave City	340,062	339,260
Munfordville	338,191	341,329
Larue County	300,815	292,902
Green-Taylor	166,647	165,445
Edmonson	21,895	23,313
CEA	-	1,369
	2,066,045	1,966,716
Other operating revenues:		
Cash water sales	448	422
Revenues from maintenance and contract work, net of expenses of \$69,061 and \$48,983 respectively	49,977	65,248
Forfeited discounts	147,576	107,790
Miscellaneous	196,550	293,456
	394,551	466,916
Total operating revenues	6,929,271	6,626,673
Operating expenses:		
Source of supply and pumping expenses:		
Operations	1,052,507	1,017,988
Water treatment expenses:		
Operations	506,998	336,331
Transmission and distribution:		
Operations	103,290	99,488
Maintenance	1,368,164	1,357,315
Customer accounts expenses	341,857	410,235
Administrative and general expenses	1,484,667	1,202,734
Depreciation and amortization	1,384,254	1,329,942
Taxes other than income	134,247	135,602
Total operating expenses	6,375,984	5,889,635
Operating income	\$ 553,287	\$ 737,038

The accompanying notes are an integral part of the financial statements.

GREEN RIVER VALLEY WATER DISTRICT
Statements of Revenues, Expenses and Changes in Net Position (Concluded)
For the Years Ended June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Nonoperating revenue (expenses):		
Interest income	160,375	122,282
Amortization of bond premium and discount	22,400	25,758
Interest on long-term debt	(351,212)	(362,465)
Total nonoperating revenue (expenses)	(168,437)	(214,425)
Income (Loss) before capital contributions	384,850	522,613
Capital Contributions		
Tap fees	123,292	113,579
Grant revenue	475,900	379,599
Total capital contributions	599,192	493,178
Increase (Decrease) in net position	984,042	1,015,791
Net Position:		
Beginning of year	19,336,610	18,320,819
End of year	\$ 20,320,652	\$ 19,336,610

Exhibit 13

Green River Valley Water District's
Monthly Income Statements and Balance Sheets
July, August, September 2025

**Green River Valley Water Dist.
Balance Sheet**

Fiscal Year: 2025
Comparative Year: 2024
Include Thru: July

Account	2025 Beginning Balance	Previous Period Balance	2025 YTD 07/31/25	2024 YTD 07/31	Difference	
Assets						
00126-1010	Cash In Bank WTF & RI PROJECT/GermanBank	95,868.89	95,868.89	95,929.96	95,195.16	734.80
00126-1200	Cash In Bank Peoples /KRWF Debt Service	372,391.78	372,391.78	372,824.93	368,516.09	4,308.84
00126-2000	Cash In Bank 2010 RD Bond	578,101.68	578,101.68	579,280.06	670,794.93	(91,514.87)
00126-6100	Cash-CD-Peoples Bank	0.00	0.00	568,176.58	0.00	568,176.58
00126-6500	Cash-Debt Reserve Peoples Bank	155,035.28	155,035.28	157,885.65	123,856.64	34,029.01
00126-8700	Cash Regions 2013 C	99,951.35	99,951.35	106,669.95	99,447.66	7,222.29
00126-8800	Cash Reglons 2020 D	198,826.57	198,826.57	152,865.02	139,719.53	13,145.49
00126-9980	2019 A/2019B	167,164.24	167,164.24	191,164.24	184,706.74	6,457.50
00126-9999	Cash in Bank KIA 2009 Main-German Bank	4,852.84	4,852.84	4,852.84	4,455.62	397.22
00127-1000	Cash In Bank Depr-Peoples Bank	28,864.23	28,864.23	30,897.90	16,617.92	14,279.98
00127-1500	Cash In Bank-Short Lived Asset/Peoples	1,010,041.79	1,010,041.79	1,049,870.44	728,773.27	321,097.17
00127-2000	Cash In Bank Health Reimbu-Peoples	2,960.23	2,960.23	9,498.71	8,803.87	694.84
00131-1000	Cash On Hand/Change	200.00	200.00	200.00	200.00	0.00
00131-3100	Cash In Bank/ Cust Deposit-German Bank	212,921.61	212,921.61	214,241.13	204,445.26	9,795.87
00131-3200	Cash In Bank Cus. Dep Edmonson	0.00	0.00	275.00	0.00	275.00
00131-4500	Cash In Bank Rev/Peoples	606,154.31	606,154.31	614,248.77	682,160.77	(67,912.00)
00131-4600	Cash in Bank Rev Edmonson	0.00	0.00	2,854.00	0.00	2,854.00
00131-5100	Cash In Bank O & M Acct/ District-So Cen	446,606.64	446,606.64	301,743.05	369,933.50	(68,190.45)
00131-6000	Cash In Bank So Central O&m/construction	201,700.13	201,700.13	212,470.95	85,751.00	126,719.95
00131-6500	Cash In Bank So Central Tank Maint	266,671.39	266,671.39	277,681.70	258,754.59	18,927.11
00131-7000	Cash in Bank So Central - Building Fund	312,424.64	312,424.64	384,655.83	414,641.37	(29,985.54)
	Total Cash	4,760,737.60	4,760,737.60	5,328,286.71	4,456,773.92	871,512.79
00141-0000	Customer Accounts Receivable	440,709.32	440,709.32	440,184.88	456,610.80	(16,425.92)
00141-1000	Customer A/r - Wholesale	235,632.00	235,632.00	235,687.08	233,198.58	2,488.50
00141-6000	Customer Accounts Receivable/Edmonson	0.00	0.00	(24.85)	0.00	(24.85)
00151-0000	Plant Materials & Operating Supp Inv	613,437.65	613,437.65	618,862.60	420,946.67	197,915.93
00171-0000	Accrued Interest Receivable	2,966.50	2,966.50	2,966.50	2,966.50	0.00
00105-0000	Construction In Progress	242,321.00	242,321.00	242,321.00	0.00	242,321.00
00303-3000	L & L Rights Structures & Improv	86,496.30	86,496.30	86,496.30	86,496.30	0.00
00303-4000	L & L Rights Water Treatment	203,386.28	203,386.28	203,386.28	203,386.28	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 07/31/25	2024 YTD 07/31	Difference
00303-5000	L & L Rights- Hydrants	6,900.00	6,900.00	6,900.00	6,900.00	0.00
00304-3000	Structures & Improv	8,887,804.26	8,887,804.26	8,887,804.26	8,887,804.26	0.00
00304-3100	Depr Res S & I	(2,118,867.90)	(2,118,867.90)	(2,136,641.90)	(1,982,578.90)	(154,063.00)
00304-5000	Structure & Improvements Office Building	692,513.83	692,513.83	692,513.83	692,513.83	0.00
00304-5100	Depr Res Stru & Improv Office Bldg	(127,024.18)	(127,024.18)	(128,498.18)	(113,095.18)	(15,403.00)
00305-0000	Depr Reserve Collecting	(710,033.30)	(710,033.30)	(714,293.30)	(663,173.30)	(51,120.00)
00305-5100	Collecting & Impounding Res	2,556,205.25	2,556,205.25	2,556,205.25	2,556,205.25	0.00
00306-0000	Depr Reserve River Intakes	(217,138.53)	(217,138.53)	(219,016.53)	(201,740.53)	(17,276.00)
00306-5100	River Intakes	1,000,625.58	1,000,625.58	1,000,625.58	1,000,625.58	0.00
00309-0000	Depr Reserve Supply Mains	(165,222.45)	(165,222.45)	(167,656.45)	(148,013.45)	(19,643.00)
00309-5100	Supply Mains	1,747,068.76	1,747,068.76	1,747,068.76	1,747,068.76	0.00
00311-2000	Electric Pumping Equip	4,749,487.61	4,749,487.61	4,749,487.61	4,607,869.21	141,618.40
00311-2100	Depr Res Electr Pumping Equip	(4,129,051.54)	(4,129,051.54)	(4,144,759.54)	(3,968,158.54)	(176,601.00)
00320-3000	Water Treatment Equip	3,096,789.59	3,096,789.59	3,096,838.90	3,093,458.49	3,380.41
00320-3100	Depr Res Water Treat Equip	(1,301,232.80)	(1,301,232.80)	(1,308,708.80)	(1,244,936.80)	(63,772.00)
00330-4000	Distr Reser & Stand Pipes	5,267,253.21	5,267,253.21	5,267,253.21	5,267,253.21	0.00
00330-4100	Depr Res Distr Resv & Stand Pipes	(1,771,490.49)	(1,771,490.49)	(1,780,669.49)	(1,690,511.49)	(90,158.00)
00331-4000	T & D Mains	20,452,845.52	20,452,845.52	20,453,721.13	20,250,721.92	202,999.21
00331-4100	Depr Res T & D Mains	(11,319,089.40)	(11,319,089.40)	(11,352,672.40)	(10,953,311.40)	(399,361.00)
00333-4000	Services	1,003,585.26	1,003,585.26	1,005,428.85	992,400.25	13,028.60
00333-4100	Depr Res Services	(724,656.03)	(724,656.03)	(726,319.03)	(706,798.03)	(19,521.00)
00334-4000	Meters	2,060,511.47	2,060,511.47	2,068,296.63	2,004,353.87	63,942.76
00334-4100	Depr Res Meters	(926,108.03)	(926,108.03)	(929,493.03)	(891,013.03)	(38,480.00)
00334-4200	Meter Installation	173,080.43	173,080.43	173,080.43	157,158.64	15,921.79
00334-4300	Depr Res Meter Instal	(157,159.90)	(157,159.90)	(157,159.90)	(157,159.90)	0.00
00335-4000	Hydrants	133,106.31	133,106.31	133,106.31	132,739.24	367.07
00335-4100	Depr Res Hydrants	(109,476.59)	(109,476.59)	(109,848.59)	(105,624.59)	(4,224.00)
00339-0000	Other Plant	40,671.48	40,671.48	60,172.98	33,113.98	27,059.00
00339-4100	Depr Res Other Plant	(28,211.25)	(28,211.25)	(28,274.25)	(27,043.25)	(1,231.00)
00340-5000	Office Furniture & Equip	331,965.36	331,965.36	331,965.36	331,965.36	0.00
00340-5100	Depr Res Office Furn & Equip	(331,706.00)	(331,706.00)	(331,716.00)	(331,646.00)	(70.00)
00341-5000	Trans Equip	1,326,290.72	1,326,290.72	1,326,290.72	1,241,349.42	84,941.30
00343-5000	Tools, Shop & Equip	267,518.29	267,518.29	268,111.88	219,679.92	48,431.96
00343-5100	Depr Res Tool, Shop & Garage Equip	(200,895.15)	(200,895.15)	(200,948.15)	(216,952.15)	16,004.00
00344-5000	Lab Equip	3,343.45	3,343.45	3,343.45	3,343.45	0.00
00344-5100	Depr Res Lab Equip	(3,343.03)	(3,343.03)	(3,343.03)	(3,343.03)	0.00
00345-5000	Power Oper Equip	957,449.83	957,449.83	957,449.83	864,376.93	93,072.90
00345-5100	Depr Res Power Oper Equip	(618,770.39)	(618,770.39)	(621,745.39)	(595,285.39)	(26,460.00)
00346-5000	Communication Equip	296,128.86	296,128.86	296,128.86	292,528.25	3,600.61

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 07/31/25	2024 YTD 07/31	Difference
00346-5100	Depr Res Comm Equip	(203,076.99)	(203,076.99)	(203,889.99)	(197,903.99)	(5,986.00)
Total Amount						
Bonds						
00181-0000	Unamortized Debt Discount	31,436.59	31,436.59	31,436.59	31,436.59	0.00
00181-2000	Unamortized Debt Discount 2013 B	3,042.54	3,042.54	3,042.54	3,042.54	0.00
00221-9600	Bonds 1996 FHA Series A	0.50	0.50	0.50	0.50	0.00
00221-9920	Bonds KRWFC 2013 B	(240,000.00)	(240,000.00)	(240,000.00)	(350,000.00)	110,000.00
00221-9990	Bonds HRWFC 2020 D	(4,205,000.00)	(4,205,000.00)	(4,205,000.00)	(4,395,000.00)	190,000.00
00226-0000	Bond Payable RD-2010 A	(2,351,000.00)	(2,351,000.00)	(2,351,000.00)	(2,422,000.00)	71,000.00
00226-0100	Bond 2019 A: Rural Dev.	(5,198,000.00)	(5,198,000.00)	(5,198,000.00)	(5,301,000.00)	103,000.00
00226-0200	Bond 2019 B: Rural Dev.	(2,285,000.00)	(2,285,000.00)	(2,285,000.00)	(2,330,000.00)	45,000.00
00227-0000	Note Payable KIA	(646,284.39)	(646,284.39)	(646,284.39)	(711,678.86)	65,394.47
00251-0000	Unamortized Premium on Bonds	(7,331.65)	(7,331.65)	(7,331.65)	(7,331.65)	0.00
00251-1000	Unamortized Premium On Bonds 2020 D	(210,021.35)	(210,021.35)	(210,021.35)	(210,021.35)	0.00
Total Amount						
00231-3100	Deferred Revenue	(108,000.00)	(108,000.00)	(108,000.00)	(108,000.00)	0.00
00235-0000	Customer Deposits Payable	(166,542.51)	(166,542.51)	(168,746.09)	(151,071.85)	(17,674.24)
00235-6000	Customer Deposits Payable/Edmonson	0.00	0.00	(275.00)	0.00	(275.00)
00237-1000	Accrued Int Payable	(236,796.92)	(236,796.92)	(195,688.67)	(84,885.48)	(110,803.19)
00241-0000	AFLAC	12,215.85	12,215.85	12,866.94	12,595.19	271.75
00241-1000	FICA Withholding Payable	(9,528.34)	(9,528.34)	(3,154.98)	(9,528.34)	6,373.36
00241-2000	Federal Tax Withholding Payable	1,332.98	1,332.98	5,020.77	1,332.98	3,687.79
00241-3000	State Income Tax Payable	(7,873.61)	(7,873.61)	3,419.79	(9,603.63)	13,023.42
00241-4000	Local Tax Payable C C	(1,028.62)	(1,028.62)	(1,028.62)	(1,028.62)	0.00
00241-4200	Local Tax Payable Horse Cave	(796.35)	(796.35)	(724.27)	(724.51)	0.24
00241-4500	Local Tax Payable H C	556.80	556.80	1,363.34	1,295.23	68.11
00241-4800	Local Tax Payable M C	(38.88)	(38.88)	(0.62)	(6.32)	5.70
00241-4900	Local Tax Payable Grayson	0.00	0.00	0.00	0.00	0.00
00241-5000	Ky Sales Tax	(2,707.30)	(2,707.30)	(2,667.38)	(3,663.71)	996.33
00241-5500	Utility Tax	(17,980.82)	(17,980.82)	(19,729.82)	(12,604.21)	(7,125.61)
00241-6000	Special Withholding	229.45	229.45	314.89	229.45	85.44
00241-6100	Colonial Insurance	(1,225.69)	(1,225.69)	(1,234.37)	(2,209.34)	974.97
00241-6200	Globe Insurance	(9,466.38)	(9,466.38)	(10,335.58)	(2,706.06)	(7,629.52)
00241-6500	Retirement Withholding	(1,463.01)	(1,463.01)	(1,250.32)	(1,403.01)	152.69
00241-7000	Sewer Revenue	(19,490.80)	(19,490.80)	(22,484.04)	(15,249.12)	(7,234.92)
00242-0911	Hart County 911 Fee	(22,894.08)	(22,894.08)	(23,536.56)	(12,966.00)	(10,570.56)
00242-1000	Accrued Sick Leave	(96,922.55)	(96,922.55)	(96,922.55)	(96,922.55)	0.00
00242-2000	Accrued Vacation	(62,600.64)	(62,600.64)	(62,600.64)	(62,600.64)	0.00
00242-3000	Accrued Payroll	(13,970.49)	(13,970.49)	(13,970.49)	(13,970.49)	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 07/31/25	2024 YTD 07/31	Difference
00243-0000	Accrued Tank Maintenance	(257,044.81)	(257,044.81)	(266,044.81)	(162,919.81)	(103,125.00)
Total Liabilities						
00215-0000	Unappropriated Retained Earnings	(14,274,261.52)	(13,299,500.49)	(14,274,261.52)	(13,299,500.49)	(974,761.03)
00252-0000	Advances for Construction	0.30	0.30	0.30	0.30	0.00
00271-0000	Contr In Aid Of Constr-Tap Fees	(3,168,770.00)	(3,168,770.00)	(3,180,438.00)	(3,061,429.00)	(119,009.00)
00271-2000	Contrib In Aid Of Constr-Fed Grants	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	0.00
	Total Capital					
	Subtotal	(88,354.90)	886,406.13	446,633.35	266,020.69	180,612.66

Current Year: 2025
 Comparative Year: 2024
 Period: July
 Period Begin: 07/01/25
 Period End: 07/31/25

**Green River Valley Water Dist.
 Statement Of Revenue And Expenses**

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operating Revenue						
Metered Water:							
	Residential	(\$354,313.07)	(\$375,933.17)	-6	(354,313.07)	(375,933.17)	-6
	Commercial	(\$52,596.42)	(\$47,901.68)	10	(52,596.42)	(47,901.68)	10
	credit	(\$406,909.49)	(\$423,834.85)	-4	(406,909.49)	(423,834.85)	-4
Wholesale:							
	Horse Cave	(\$69,671.87)	(\$80,108.94)	-13	(69,671.87)	(80,108.94)	-13
	Cave City	(\$16,918.61)	(\$48,222.01)	-65	(16,918.61)	(48,222.01)	-65
	Munfordville	(\$26,085.26)	(\$27,839.19)	-6	(26,085.26)	(27,839.19)	-6
	Larue County	(\$27,058.09)	(\$37,324.60)	-28	(27,058.09)	(37,324.60)	-28
	Green-Taylor	(\$17,275.90)	(\$16,277.78)	6	(17,275.90)	(16,277.78)	6
	Edmonson	(\$55.08)	(\$5,295.19)	-99	(55.08)	(5,295.19)	-99
	CEA-MCNP	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Wholesale	(\$157,064.81)	(\$215,067.71)	-27	(157,064.81)	(215,067.71)	-27
	Cash Water Sales	\$0.00	(\$199.38)	-100	0.00	(199.38)	-100
	Total Operating Revenues	(\$563,974.30)	(\$639,101.94)	-12	(563,974.30)	(639,101.94)	-12
	Operating Expenses:						
	Source Of Supply And Pumping Expenses:						
	Operations	\$89,167.73	\$94,677.40	-6	89,167.73	94,677.40	-6
	Maintenance	\$314.00	\$0.00	N/A	314.00	0.00	N/A
	Water Treatment Expenses:						

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operations	\$91,769.40	\$55,445.79	66	91,769.40	55,445.79	66
Transmission And Distribution:							
	Operations	\$11,551.01	\$9,944.45	16	11,551.01	9,944.45	16
	Maintenance	\$115,789.76	\$98,626.99	17	115,789.76	98,626.99	17
	Customer Accounts Expenses	\$48,982.54	\$23,546.96	108	48,982.54	23,546.96	108
	Administrative & General Expenses	\$85,029.04	\$76,938.48	11	85,029.04	76,938.48	11
	Insurance	\$27,961.05	\$23,924.15	17	27,961.05	23,924.15	17
	Depreciation	\$113,458.00	\$75,184.00	51	113,458.00	75,184.00	51
	Amortization	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Taxes Other Than Income	\$12,853.23	\$10,280.00	25	12,853.23	10,280.00	25
	Unemployment Insurance	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Operation Expenses	\$596,875.76	\$468,568.22	27	596,875.76	468,568.22	27
	Operation Income (loss)	\$32,901.46	(\$170,533.72)	-119	32,901.46	(170,533.72)	-119

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
Other Income And Deductions:							
	Contract Labor Billings	(\$418.50)	(\$419.00)	0	(418.50)	(419.00)	0
	Interest Income	(\$11,947.07)	(\$15,527.20)	-23	(11,947.07)	(15,527.20)	-23
	Forfeited Discounts	(\$12,298.30)	(\$10,436.74)	18	(12,298.30)	(10,436.74)	18
	Miscellaneous	(\$1,854.06)	(\$21,708.29)	-91	(1,854.06)	(21,708.29)	-91
	EPA Grant Proceeds	(\$60,889.76)	\$0.00	N/A	(60,889.76)	0.00	N/A
	Tap Fee Income	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Other Income & Deductions	(\$87,407.69)	(\$48,091.23)	82	(87,407.69)	(48,091.23)	82
	Income Before Interest Charges	(\$54,506.23)	(\$218,624.95)	-75	(54,506.23)	(218,624.95)	-75
Interest Charges:							
	Interest On Long-term Debt	\$38,588.00	\$38,588.00	0	38,588.00	38,588.00	0
	Other Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Interest Charges	\$38,588.00	\$38,588.00	0	38,588.00	38,588.00	0
	Gain (loss) On Sale Of Bonds	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Net Income (loss)	(\$15,918.23)	(\$180,036.95)	-91	(15,918.23)	(180,036.95)	-91
00106-1000	Capitalized Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00126-8400	Cash In Bank Regions B&I 2004D	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00131-7000	Cash In Bank So Central - Building Fund	\$72,231.19	\$11,970.97	503	384,655.83	414,641.37	-7
00133-0000	Cash In Bank-CFB-KIA B13-006	\$0.00	\$0.00	N/A	0.00	0.00	N/A

**Green River Valley Water Dist.
Balance Sheet**

Fiscal Year: 2025
Comparative Year: 2024
IncludeThru: August

Account	2025 Beginning Balance	Previous Period Balance	2025 YTD 08/31/25	2024 YTD 08/31	Difference
Assets					
00126-1010 Cash In Bank WTF & RI PROJECT/GermanBank	95,868.89	95,929.96	95,987.12	95,257.75	729.37
00126-1200 Cash In Bank Peoples /KRWF Debt Service	372,391.78	372,824.93	373,251.57	368,987.31	4,264.26
00126-2000 Cash In Bank 2010 RD Bond	578,101.68	579,280.06	580,384.66	672,255.98	(91,871.32)
00126-6100 Cash-CD-Peoples Bank	0.00	568,176.58	569,355.45	0.00	569,355.45
00126-6500 Cash-Debt Reserve Peoples Bank	155,035.28	157,885.65	160,739.25	126,688.68	34,050.57
00126-8700 Cash Regions 2013 C	99,951.35	106,669.95	117,254.91	110,074.50	7,180.41
00126-8800 Cash Regions 2020 D	198,826.57	152,865.02	182,907.92	169,886.05	13,021.87
00126-9980 2019 A/2019B	167,164.24	191,164.24	215,164.24	208,706.74	6,457.50
00126-9999 Cash in Bank KIA 2009 Main-German Bank	4,852.84	4,852.84	4,852.84	4,455.62	397.22
00127-1000 Cash In Bank Depr-Peoples Bank	28,864.23	30,897.90	32,933.52	8,650.68	24,282.84
00127-1500 Cash In Bank-Short Lived Asset/Peoples	1,010,041.79	1,049,870.44	1,006,240.03	718,378.96	287,861.07
00127-2000 Cash In Bank Health Reimbu-Peoples	2,960.23	9,498.71	3,623.63	4,735.32	(1,111.69)
00131-1000 Cash On Hand/Change	200.00	200.00	200.00	200.00	0.00
00131-3100 Cash In Bank/ Cust Deposit-German Bank	212,921.61	214,241.13	216,760.81	205,538.26	11,222.55
00131-3200 Cash In Bank Cus. Dep Edmonson	0.00	275.00	65,523.14	0.00	65,523.14
00131-4500 Cash In Bank Rev/Peoples	606,154.31	614,248.77	653,526.90	674,102.91	(20,576.01)
00131-4600 Cash In Bank Rev Edmonson	0.00	2,854.00	100,466.36	0.00	100,466.36
00131-5100 Cash In Bank O & M Acct/ District-So Cen	446,606.64	301,743.05	305,788.23	523,065.87	(217,277.64)
00131-6000 Cash In Bank So Central O&m/construction	201,700.13	212,470.95	223,229.76	96,154.10	127,075.66
00131-6500 Cash In Bank So Central Tank Maint	266,671.39	277,681.70	288,665.37	269,904.22	18,761.15
00131-7000 Cash in Bank So Central - Building Fund	312,424.64	384,655.83	411,126.07	421,450.71	(10,324.64)
Total Cash	4,760,737.60	5,328,286.71	5,607,981.78	4,678,493.66	929,488.12
00141-0000 Customer Accounts Receivable	440,709.32	440,184.88	477,502.91	463,920.25	13,582.66
00141-1000 Customer A/r - Wholesale	235,632.00	235,687.08	235,519.68	233,113.56	2,406.12
00141-6000 Customer Accounts Receivable/Edmonson	0.00	(24.85)	20,614.08	0.00	20,614.08
00151-0000 Plant Materials & Operating Supp Inv	613,437.65	618,862.60	671,312.90	654,358.39	16,954.51
00171-0000 Accrued Interest Receivable	2,966.50	2,966.50	2,966.50	2,966.50	0.00
00105-0000 Construction In Progress	242,321.00	242,321.00	243,291.00	0.00	243,291.00
00303-3000 L & L Rights Structures & Improv	86,496.30	86,496.30	86,496.30	86,496.30	0.00
00303-4000 L & L Rights Water Treatment	203,386.28	203,386.28	203,386.28	203,386.28	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 08/31/25	2024 YTD 08/31	Difference
00303-5000	L & L Rights- Hydrants	6,900.00	6,900.00	6,900.00	6,900.00	0.00
00304-3000	Structures & Improv	8,887,804.26	8,887,804.26	8,887,804.26	8,887,804.26	0.00
00304-3100	Depr Res S & I	(2,118,867.90)	(2,136,641.90)	(2,154,415.90)	(1,988,507.90)	(165,908.00)
00304-5000	Structure & Improvements Office Building	692,513.83	692,513.83	692,513.83	692,513.83	0.00
00304-5100	Depr Res Stru & Improv Office Bldg	(127,024.18)	(128,498.18)	(129,972.18)	(114,112.18)	(15,860.00)
00305-0000	Depr Reserve Collecting	(710,033.30)	(714,293.30)	(718,553.30)	(667,433.30)	(51,120.00)
00305-5100	Collecting & Impounding Res	2,556,205.25	2,556,205.25	2,556,205.25	2,556,205.25	0.00
00306-0000	Depr Reserve River Intakes	(217,138.53)	(219,016.53)	(220,894.53)	(202,566.53)	(18,328.00)
00306-5100	River Intakes	1,000,625.58	1,000,625.58	1,000,625.58	1,000,625.58	0.00
00309-0000	Depr Reserve Suplly Mains	(165,222.45)	(167,656.45)	(170,090.45)	(148,534.45)	(21,556.00)
00309-5100	Supply Mains	1,747,068.76	1,747,068.76	1,747,068.76	1,747,068.76	0.00
00311-2000	Electric Pumping Equip	4,749,487.61	4,749,487.61	4,749,487.61	4,607,869.21	141,618.40
00311-2100	Depr Res Electr Pumping Equip	(4,129,051.54)	(4,144,759.54)	(4,160,467.54)	(3,981,487.54)	(178,980.00)
00320-3000	Water Treatment Equip	3,096,789.59	3,096,838.90	3,096,838.90	3,093,458.49	3,380.41
00320-3100	Depr Res Water Treat Equip	(1,301,232.80)	(1,308,708.80)	(1,316,184.80)	(1,247,224.80)	(68,960.00)
00330-4000	Distr Reser & Stand Pipes	5,267,253.21	5,267,253.21	5,267,253.21	5,267,253.21	0.00
00330-4100	Depr Res Distr Resv & Stand Pipes	(1,771,490.49)	(1,780,669.49)	(1,789,848.49)	(1,695,692.49)	(94,156.00)
00331-4000	T & D Mains	20,452,845.52	20,453,721.13	20,461,958.10	20,270,564.00	191,394.10
00331-4100	Depr Res T & D Mains	(11,319,089.40)	(11,352,672.40)	(11,386,255.40)	(10,986,167.40)	(400,088.00)
00333-4000	Services	1,003,585.26	1,005,428.85	1,006,195.69	993,750.39	12,445.30
00333-4100	Depr Res Services	(724,656.03)	(726,319.03)	(727,982.03)	(708,374.03)	(19,608.00)
00334-4000	Meters	2,060,511.47	2,068,296.63	2,070,886.93	2,008,800.10	62,086.83
00334-4100	Depr Res Meters	(926,108.03)	(929,493.03)	(932,878.03)	(893,970.03)	(38,908.00)
00334-4200	Meter Installation	173,080.43	173,080.43	173,080.43	157,158.64	15,921.79
00334-4300	Depr Res Meter Instal	(157,159.90)	(157,159.90)	(157,159.90)	(157,159.90)	0.00
00335-4000	Hydrants	133,106.31	133,106.31	133,106.31	132,739.24	367.07
00335-4100	Depr Res Hydrants	(109,476.59)	(109,848.59)	(110,220.59)	(105,948.59)	(4,272.00)
00339-0000	Other Plant	40,671.48	60,172.98	68,296.48	33,113.98	35,182.50
00339-4100	Depr Res Other Plant	(28,211.25)	(28,274.25)	(28,337.25)	(27,201.25)	(1,136.00)
00340-5000	Office Furniture & Equip	331,965.36	331,965.36	331,965.36	331,965.36	0.00
00340-5100	Depr Res Office Furn & Equip	(331,706.00)	(331,716.00)	(331,726.00)	(331,646.00)	(80.00)
00341-5000	Trans Equip	1,326,290.72	1,326,290.72	1,409,723.72	1,241,349.42	168,374.30
00343-5000	Tools, Shop & Equip	267,518.29	268,111.88	270,877.60	219,679.92	51,197.68
00343-5100	Depr Res Tool, Shop & Garage Equip	(200,895.15)	(200,948.15)	(201,001.15)	(217,392.15)	16,391.00
00344-5000	Lab Equip	3,343.45	3,343.45	3,343.45	3,343.45	0.00
00344-5100	Depr Res Lab Equip	(3,343.03)	(3,343.03)	(3,343.03)	(3,343.03)	0.00
00345-5000	Power Oper Equip	957,449.83	957,449.83	963,166.18	924,326.93	38,839.25
00345-5100	Depr Res Power Oper Equip	(618,770.39)	(621,745.39)	(624,720.39)	(596,412.39)	(28,308.00)
00346-5000	Communication Equip	296,128.86	296,128.86	296,128.86	292,528.25	3,600.61

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 08/31/25	2024 YTD 08/31	Difference
00348-5100	Depr Res Comm Equip	(203,076.99)	(203,889.99)	(204,702.99)	(197,962.99)	(6,740.00)
Total Amount						
Bonds						
00181-0000	Unamortized Debt Discount	31,436.59	31,436.59	31,436.59	31,436.59	0.00
00181-2000	Unamortized Debt Discount 2013 B	3,042.54	3,042.54	3,042.54	3,042.54	0.00
00221-9600	Bonds 1996 FHA Series A	0.50	0.50	0.50	0.50	0.00
00221-9920	Bonds KRWFC 2013 B	(240,000.00)	(240,000.00)	(240,000.00)	(350,000.00)	110,000.00
00221-9990	Bonds HRWFC 2020 D	(4,205,000.00)	(4,205,000.00)	(4,205,000.00)	(4,395,000.00)	190,000.00
00226-0000	Bond Payable RD-2010 A	(2,351,000.00)	(2,351,000.00)	(2,351,000.00)	(2,422,000.00)	71,000.00
00226-0100	Bond 2019 A: Rural Dev.	(5,198,000.00)	(5,198,000.00)	(5,198,000.00)	(5,301,000.00)	103,000.00
00226-0200	Bond 2019 B: Rural Dev.	(2,285,000.00)	(2,285,000.00)	(2,285,000.00)	(2,330,000.00)	45,000.00
00227-0000	Note Payable KIA	(646,284.39)	(646,284.39)	(646,284.39)	(711,678.86)	65,394.47
00251-0000	Unamortized Premium on Bonds	(7,331.65)	(7,331.65)	(7,331.65)	(7,331.65)	0.00
00251-1000	Unamortized Premium On Bonds 2020 D	(210,021.35)	(210,021.35)	(210,021.35)	(210,021.35)	0.00
Total Amount						
00231-3100	Deferred Revenue	(108,000.00)	(108,000.00)	(108,000.00)	(108,000.00)	0.00
00235-0000	Customer Deposits Payable	(166,542.51)	(168,746.09)	(171,595.07)	(152,823.06)	(18,772.01)
00235-6000	Customer Deposits Payable/Edmonson	0.00	(275.00)	(65,573.14)	0.00	(65,573.14)
00237-1000	Accrued Int Payable	(236,796.92)	(195,688.67)	(234,276.67)	(123,473.48)	(110,803.19)
00241-0000	AFLAC	12,215.85	12,866.94	12,610.30	12,533.96	76.34
00241-1000	FICA Withholding Payable	(9,528.34)	(3,154.98)	(9,528.34)	(9,528.34)	0.00
00241-2000	Federal Tax Withholding Payable	1,332.98	5,020.77	1,332.98	1,332.98	0.00
00241-3000	State Income Tax Payable	(7,873.61)	3,419.79	3,419.79	(9,603.63)	13,023.42
00241-4000	Local Tax Payable C C	(1,028.62)	(1,028.62)	(1,028.62)	(1,028.62)	0.00
00241-4200	Local Tax Payable Horse Cave	(796.35)	(724.27)	(1,435.46)	(775.96)	(659.50)
00241-4500	Local Tax Payable H C	556.80	1,363.34	872.06	854.48	17.58
00241-4800	Local Tax Payable M C	(38.88)	(0.62)	(111.75)	(29.49)	(82.26)
00241-4900	Local Tax Payable Grayson	0.00	0.00	(147.01)	0.00	(147.01)
00241-5000	Ky Sales Tax	(2,707.30)	(2,667.38)	(2,295.01)	(4,042.95)	1,747.94
00241-5500	Utility Tax	(17,980.82)	(19,729.82)	(17,879.66)	(14,255.70)	(3,623.96)
00241-6000	Special Withholding	229.45	314.89	229.45	229.45	0.00
00241-6100	Colonial Insurance	(1,225.69)	(1,234.37)	(1,245.22)	(2,010.69)	765.47
00241-6200	Globe Insurance	(9,466.38)	(10,335.58)	(11,422.08)	(3,425.17)	(7,996.91)
00241-6500	Retirement Withholding	(1,463.01)	(1,250.32)	(1,463.01)	(1,403.01)	(60.00)
00241-7000	Sewer Revenue	(19,490.80)	(22,484.04)	(24,559.91)	(16,200.85)	(8,359.06)
00242-0911	Hart County 911 Fee	(22,894.08)	(23,536.56)	(28,087.38)	(13,818.06)	(14,269.32)
00242-1000	Accrued Sick Leave	(96,922.55)	(96,922.55)	(96,922.55)	(96,922.55)	0.00
00242-2000	Accrued Vacation	(62,600.64)	(62,600.64)	(62,600.64)	(62,600.64)	0.00
00242-3000	Accrued Payroll	(13,970.49)	(13,970.49)	(13,970.49)	(13,970.49)	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 08/31/25	2024 YTD 08/31	Difference
00243-0000	Accrued Tank Maintenance	(257,044.81)	(266,044.81)	(275,044.81)	(171,919.81)	(103,125.00)
Total Liabilities						
00215-0000	Unappropriated Retained Earnings	(14,274,261.52)	(14,274,261.52)	(14,274,261.52)	(13,299,500.49)	(974,761.03)
00252-0000	Advances for Construction	0.30	0.30	0.30	0.30	0.00
00271-0000	Contr in Aid Of Constr-Tap Fees	(3,168,770.00)	(3,180,438.00)	(3,194,960.00)	(3,079,834.00)	(115,126.00)
00271-2000	Contrib In Aid Of Constr-Fed Grants	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	0.00
	Total Capital					
	Subtotal	(88,354.90)	446,633.35	698,235.80	668,441.24	29,794.56

Current Year: 2025
 Comparative Year: 2024
 Period: August
 Period Begin: 08/01/25
 Period End: 08/31/25

**Green River Valley Water Dist.
 Statement Of Revenue And Expenses**

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operating Revenue						
Metered Water:							
	Residential	(\$379,682.04)	(\$362,296.63)	5	(733,995.11)	(738,229.80)	-1
	Commercial	(\$49,249.29)	(\$58,756.31)	-16	(101,845.71)	(106,657.99)	-5
	credit	(\$428,931.33)	(\$421,052.94)	2	(835,840.82)	(844,887.79)	-1
Wholesale:							
	Horse Cave	(\$73,853.63)	(\$86,541.72)	-15	(143,525.50)	(166,650.66)	-14
	Cave City	(\$26,171.34)	(\$45,023.89)	-42	(43,089.95)	(93,245.90)	-54
	Munfordville	(\$28,498.98)	(\$27,798.25)	3	(54,584.24)	(55,637.44)	-2
	Larue County	(\$29,454.96)	(\$27,616.75)	7	(56,513.05)	(64,941.35)	-13
	Green-Taylor	(\$17,789.10)	(\$16,046.81)	11	(35,065.00)	(32,324.39)	8
	Edmonson	(\$1,470.99)	(\$4,617.64)	-68	(1,526.07)	(9,912.83)	-85
	CEA-MCNP	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Wholesale	(\$177,239.00)	(\$207,644.86)	-15	(334,303.81)	(422,712.57)	-21
	Cash Water Sales	(\$130.60)	(\$17.00)	668	(130.60)	(216.38)	-40
	Total Operating Revenues	(\$606,300.93)	(\$628,714.80)	-4	(1,170,275.23)	(1,267,816.74)	-8
	Operating Expenses:						
	Source Of Supply And Pumping Expenses:						
	Operations	\$84,529.86	\$90,921.26	-7	173,897.59	185,598.66	-6
	Maintenance	\$12,935.07	\$2,268.22	470	13,249.07	2,268.22	484
	Water Treatment Expenses:						

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operations	\$65,509.90	\$50,573.91	30	157,279.30	106,019.70	48
Transmission And Distribution:							
	Operations	\$16,869.68	\$8,702.37	94	28,420.69	18,646.82	52
	Maintenance	\$138,158.10	\$120,329.19	15	253,947.86	218,956.18	16
	Customer Accounts Expenses	\$26,192.25	\$28,574.14	-8	75,174.79	52,121.10	44
	Administrative & General Expenses	\$85,790.81	\$78,318.68	10	170,819.85	155,257.16	10
	Insurance	\$32,693.68	\$26,402.99	24	60,654.73	50,327.14	21
	Depreciation	\$113,458.00	\$75,184.00	51	226,916.00	150,368.00	51
	Amortization	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Taxes Other Than Income	\$16,091.91	\$12,532.37	28	28,945.14	22,812.37	27
	Unemployment Insurance	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Operation Expenses	\$592,229.26	\$493,807.13	20	1,189,105.02	962,375.35	24
	Operation income (loss)	(\$14,071.67)	(\$134,907.67)	-90	18,829.79	(305,441.39)	-106

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
Other Income And Deductions:							
	Contract Labor Billings	(\$421.00)	(\$419.00)	0	(839.50)	(838.00)	0
	Interest Income	(\$11,151.22)	(\$11,383.52)	-2	(23,098.29)	(26,910.72)	-14
	Forfeited Discounts	(\$8,396.56)	(\$9,408.05)	-11	(20,694.86)	(19,844.79)	4
	Miscellaneous	(\$8,634.02)	(\$4,344.50)	99	(10,488.08)	(26,052.79)	-60
	EPA Grant Proceeds	(\$15,076.47)	\$0.00	N/A	(75,966.23)	0.00	N/A
	Tap Fee Income	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Other Income & Deductions	(\$43,679.27)	(\$25,555.07)	71	(131,086.96)	(73,646.30)	78
	Income Before Interest Charges	(\$57,750.94)	(\$160,462.74)	-64	(112,257.17)	(379,087.69)	-70
Interest Charges:							
	Interest On Long-term Debt	\$38,588.00	\$38,588.00	0	77,176.00	77,176.00	0
	Other Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Interest Charges	\$38,588.00	\$38,588.00	0	77,176.00	77,176.00	0
	Gain (loss) On Sale Of Bonds	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Net Income (loss)	(\$19,162.94)	(\$121,874.74)	-84	(35,081.17)	(301,911.69)	-88
00106-1000	Capitalized Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00126-8400	Cash In Bank Regions B&I 2004D	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00131-7000	Cash in Bank So Central - Building Fund	\$26,470.24	\$6,809.34	289	411,126.07	421,450.71	-2
00133-0000	Cash In Bank-CFB-KIA B13-006	\$0.00	\$0.00	N/A	0.00	0.00	N/A

**Green River Valley Water Dist.
Balance Sheet**

Fiscal Year: 2025
Comparative Year: 2024
Include Thru: September

Account	2025 Beginning Balance	Previous Period Balance	2025 YTD 09/30/25	2024 YTD 09/30	Difference
Assets					
00126-1010 Cash In Bank WTF & RI PROJECT/GermanBank	95,868.89	95,987.12	96,047.08	95,322.47	724.61
00126-1200 Cash In Bank Peoples /KRWF Debt Service	372,391.78	373,251.57	373,671.07	369,446.15	4,224.92
00126-2000 Cash In Bank 2010 RD Bond	578,101.68	580,384.66	581,558.15	673,769.02	(92,210.87)
00126-6100 Cash-CD-Peoples Bank	0.00	569,355.45	556,532.13	0.00	556,532.13
00126-6500 Cash-Debt Reserve Peoples Bank	155,035.28	160,739.25	163,590.48	129,518.77	34,071.71
00126-8700 Cash Regions 2013 C	99,951.35	117,254.91	127,864.38	120,722.60	7,141.78
00126-8800 Cash Regions 2020 D	198,826.57	182,907.92	212,799.30	199,847.64	12,951.66
00126-9980 2019 A/2019B	167,164.24	215,164.24	239,164.24	232,706.74	6,457.50
00126-9999 Cash In Bank KIA 2009 Main-German Bank	4,852.84	4,852.84	4,852.84	4,455.62	397.22
00127-1000 Cash In Bank Depr-Peoples Bank	28,864.23	32,933.52	34,970.28	10,662.94	24,307.34
00127-1500 Cash In Bank-Short Lived Asset/Peoples	1,010,041.79	1,006,240.03	917,700.19	757,949.43	159,750.76
00127-2000 Cash In Bank Health Reimbu-Peoples	2,960.23	3,623.63	3,330.74	3,351.75	(21.01)
00131-1000 Cash On Hand/Change	200.00	200.00	200.00	200.00	0.00
00131-3100 Cash In Bank/ Cust Deposit-German Bank	212,921.61	216,760.81	218,249.75	207,077.26	11,172.49
00131-3200 Cash In Bank Cus. Dep Edmonson	0.00	65,523.14	65,648.14	0.00	65,648.14
00131-4500 Cash In Bank Rev/Peoples	606,154.31	553,526.90	688,710.24	616,086.58	72,623.66
00131-4600 Cash In Bank Rev Edmonson	0.00	100,466.36	205,024.98	0.00	205,024.98
00131-5100 Cash In Bank O & M Acct/ District-So Cen	446,606.64	305,788.23	177,245.62	388,666.40	(209,420.78)
00131-6000 Cash In Bank So Central O&m/construction	201,700.13	223,229.76	234,075.00	106,599.53	127,475.47
00131-6500 Cash In Bank So Central Tank Maint	266,671.39	288,665.37	299,749.71	281,101.73	18,647.98
00131-7000 Cash In Bank So Central - Building Fund	312,424.64	411,126.07	427,959.90	464,198.61	(36,238.71)
Total Cash	4,780,737.60	5,607,981.78	5,628,944.22	4,659,683.24	969,260.98
00141-0000 Customer Accounts Receivable	409,085.51	445,879.10	446,633.95	452,659.71	(6,025.76)
00141-1000 Customer A/r - Wholesale	177,299.16	177,186.84	177,186.84	233,113.56	(55,926.72)
00141-6000 Customer Accounts Receivable/Edmonson	0.00	20,614.08	20,628.15	0.00	20,628.15
00151-0000 Plant Materials & Operating Supp Inv	613,437.65	664,037.03	631,516.73	634,601.34	(3,084.61)
00171-0000 Accrued Interest Receivable	2,966.50	2,966.50	2,966.50	2,966.50	0.00
00105-0000 Construction In Progress	0.00	970.00	970.00	0.00	970.00
00303-3000 L & L Rights Structures & Improv	86,496.30	86,496.30	86,496.30	86,496.30	0.00
00303-4000 L & L Rights Water Treatment	203,386.28	203,386.28	203,386.28	203,386.28	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 09/30/25	2024 YTD 09/30	Difference
00303-5000	L & L Rights- Hydrants	6,900.00	6,900.00	6,900.00	6,900.00	0.00
00304-3000	Structures & Improv	8,887,804.26	8,887,804.26	8,887,804.26	8,887,804.26	0.00
00304-3100	Depr Res S & I	(2,189,944.90)	(2,225,492.90)	(2,243,266.90)	(1,994,436.90)	(248,830.00)
00304-5000	Structure & Improvements Office Building	692,513.83	692,513.83	692,513.83	692,513.83	0.00
00304-5100	Depr Res Stru & Improv Office Bldg	(129,762.18)	(132,710.18)	(134,184.18)	(115,129.18)	(19,055.00)
00305-0000	Depr Reserve Collecting	(710,033.30)	(718,553.30)	(722,813.30)	(671,693.30)	(51,120.00)
00305-5100	Collecting & Impounding Res	2,556,205.25	2,556,205.25	2,556,205.25	2,556,205.25	0.00
00306-0000	Depr Reserve River Intakes	(223,451.53)	(227,207.53)	(229,085.53)	(203,392.53)	(25,693.00)
00306-5100	River Intakes	1,000,625.58	1,000,625.58	1,000,625.58	1,000,625.58	0.00
00309-0000	Depr Reserve Suply Mains	(176,696.45)	(181,564.45)	(183,998.45)	(149,055.45)	(34,943.00)
00309-5100	Supply Mains	1,747,068.76	1,747,068.76	1,747,068.76	1,747,068.76	0.00
00311-2000	Electric Pumping Equip	4,866,066.47	4,866,066.47	4,866,600.81	4,607,869.21	258,731.60
00311-2100	Depr Res Electr Pumping Equip	(4,151,772.54)	(4,183,188.54)	(4,198,898.54)	(3,994,816.54)	(204,080.00)
00320-3000	Water Treatment Equip	3,096,789.59	3,096,838.90	3,096,838.90	3,093,458.49	3,380.41
00320-3100	Depr Res Water Treat Equip	(1,332,443.80)	(1,347,395.80)	(1,354,871.80)	(1,249,512.80)	(105,359.00)
00330-4000	Distr Reser & Stand Pipes	5,267,253.21	5,267,253.21	5,267,253.21	5,267,253.21	0.00
00330-4100	Depr Res Distr Resv & Stand Pipes	(1,795,473.49)	(1,813,831.49)	(1,823,010.49)	(1,700,873.49)	(122,137.00)
00331-4000	T & D Mains	20,604,630.39	20,613,742.97	20,640,997.94	20,283,346.40	357,651.54
00331-4100	Depr Res T & D Mains	(11,326,320.40)	(11,393,486.40)	(11,427,069.40)	(11,019,023.40)	(408,046.00)
00333-4000	Services	1,003,585.26	1,006,456.08	1,007,508.92	994,622.22	12,886.70
00333-4100	Depr Res Services	(725,329.03)	(728,655.03)	(730,318.03)	(709,950.03)	(20,368.00)
00334-4000	Meters	2,060,511.47	2,071,762.57	2,076,610.56	2,015,997.01	60,613.55
00334-4100	Depr Res Meters	(929,425.03)	(936,195.03)	(939,560.03)	(896,927.03)	(42,653.00)
00334-4200	Meter Installation	157,158.64	157,158.64	157,158.64	157,158.64	0.00
00334-4300	Depr Res Meter Instal	(157,159.90)	(157,159.90)	(157,159.90)	(157,159.90)	0.00
00335-4000	Hydrants	133,106.31	133,106.31	138,888.71	132,739.24	6,149.47
00335-4100	Depr Res Hydrants	(109,778.59)	(110,522.59)	(110,894.59)	(106,272.59)	(4,622.00)
00339-0000	Other Plant	36,383.98	64,008.98	64,008.98	33,113.98	30,895.00
00339-4100	Depr Res Other Plant	(27,640.25)	(27,766.25)	(27,829.25)	(27,359.25)	(470.00)
00340-5000	Office Furniture & Equip	331,965.36	331,965.36	331,965.36	331,965.36	0.00
00340-5100	Depr Res Office Furn & Equip	(331,773.00)	(331,793.00)	(331,803.00)	(331,646.00)	(157.00)
00341-5000	Trans Equip	1,293,423.05	1,376,856.05	1,376,856.05	1,241,349.42	135,506.63
00343-5000	Tools, Shop & Equip	226,561.48	229,920.79	248,559.05	231,114.86	17,444.19
00343-5100	Depr Res Tool, Shop & Garage Equip	(217,719.15)	(217,825.15)	(217,878.15)	(217,832.15)	(46.00)
00344-5000	Lab Equip	3,343.45	3,343.45	3,343.45	3,343.45	0.00
00344-5100	Depr Res Lab Equip	(3,343.03)	(3,343.03)	(3,343.03)	(3,343.03)	0.00
00345-5000	Power Oper Equip	944,691.77	950,408.12	1,078,614.12	924,611.47	154,002.65
00345-5100	Depr Res Power Oper Equip	(635,926.39)	(641,876.39)	(644,851.39)	(597,539.39)	(47,312.00)
00346-5000	Communication Equip	292,528.25	292,528.25	292,528.25	292,528.25	0.00

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 09/30/25	2024 YTD 09/30	Difference
00346-5100	Depr Res Comm Equip	(207,604.99)	(209,230.99)	(210,043.99)	(198,021.99)	(12,022.00)
Total Amount						
Bonds						
00181-0000	Unamortized Debt Discount	29,137.59	29,137.59	29,137.59	31,436.59	(2,299.00)
00181-2000	Unamortized Debt Discount 2013 B	1,573.54	1,573.54	1,573.54	3,042.54	(1,469.00)
00221-9600	Bonds 1996 FHA Series A	0.50	0.50	0.50	0.50	0.00
00221-9920	Bonds KRWFC 2013 B	(240,000.00)	(240,000.00)	(240,000.00)	(350,000.00)	110,000.00
00221-9990	Bonds HRWFC 2020 D	(4,205,000.00)	(4,205,000.00)	(4,205,000.00)	(4,395,000.00)	190,000.00
00226-0000	Bond Payable RD-2010 A	(2,351,000.00)	(2,351,000.00)	(2,351,000.00)	(2,422,000.00)	71,000.00
00226-0100	Bond 2019 A: Rural Dev.	(5,198,000.00)	(5,198,000.00)	(5,198,000.00)	(5,301,000.00)	103,000.00
00226-0200	Bond 2019 B: Rural Dev.	(2,285,000.00)	(2,285,000.00)	(2,285,000.00)	(2,330,000.00)	45,000.00
00227-0000	Note Payable KIA	(646,284.39)	(646,284.39)	(646,284.39)	(711,678.86)	65,394.47
00251-0000	Unamortized Premium on Bonds	(3,318.65)	(3,318.65)	(3,318.65)	(7,331.65)	4,013.00
00251-1000	Unamortized Premium On Bonds 2020 D	(187,866.35)	(187,866.35)	(187,866.35)	(210,021.35)	22,155.00
Total Amount						
00231-3100	Deferred Revenue	0.00	0.00	0.00	(108,000.00)	108,000.00
00235-0000	Customer Deposits Payable	(166,542.51)	(171,595.07)	(174,199.07)	(155,161.19)	(19,037.88)
00235-6000	Customer Deposits Payable/Edmonson	0.00	(65,573.14)	(65,698.14)	0.00	(65,698.14)
00237-1000	Accrued Int Payable	(124,952.92)	(122,432.67)	(161,020.67)	(162,061.48)	1,040.81
00241-0000	AFLAC	12,215.85	12,610.30	12,698.26	12,492.32	205.94
00241-1000	FICA Withholding Payable	(9,528.34)	(9,528.34)	(9,528.34)	(9,528.34)	0.00
00241-2000	Federal Tax Withholding Payable	1,332.98	1,332.98	1,332.98	1,332.98	0.00
00241-3000	State Income Tax Payable	(7,873.61)	3,419.79	3,419.79	(9,603.63)	13,023.42
00241-4000	Local Tax Payable C C	(1,028.62)	(1,028.62)	(1,028.62)	(1,028.62)	0.00
00241-4200	Local Tax Payable Horse Cave	(796.35)	(1,435.46)	(1,941.22)	(781.50)	(1,159.72)
00241-4500	Local Tax Payable H C	556.80	872.06	476.29	475.17	1.12
00241-4800	Local Tax Payable M C	(38.88)	(111.75)	(193.77)	(39.72)	(154.05)
00241-4900	Local Tax Payable Grayson	0.00	(147.01)	(251.42)	0.00	(251.42)
00241-5000	Ky Sales Tax	(2,707.30)	(2,295.01)	(1,571.30)	(3,069.17)	1,497.87
00241-5500	Utility Tax	(17,980.82)	(17,879.66)	(28,772.20)	(14,143.50)	(14,628.70)
00241-6000	Special Withholding	229.45	229.45	144.01	229.45	(85.44)
00241-6100	Colonial Insurance	(1,225.69)	(1,245.22)	(16.55)	(1,851.77)	1,835.22
00241-6200	Globe Insurance	(426.26)	(2,381.96)	(3,251.16)	(3,963.93)	712.77
00241-6500	Retirement Withholding	(1,463.01)	(1,463.01)	(1,463.01)	(1,403.01)	(60.00)
00241-7000	Sewer Revenue	(15,951.56)	(21,020.67)	(18,609.24)	(14,278.25)	(4,330.99)
00242-0911	Hart County 911 Fee	(14,924.89)	(20,118.19)	(23,199.66)	(14,867.63)	(8,332.03)
00242-1000	Accrued Sick Leave	(113,644.36)	(113,644.36)	(113,644.36)	(96,922.55)	(16,721.81)
00242-2000	Accrued Vacation	(75,005.81)	(75,005.81)	(75,005.81)	(62,600.64)	(12,405.17)
00242-3000	Accrued Payroll	(22,703.98)	(22,703.98)	(22,703.98)	(13,970.49)	(8,733.49)

Account		2025 Beginning Balance	Previous Period Balance	2025 YTD 09/30/25	2024 YTD 09/30	Difference
00243-0000	Accrued Tank Maintenance	(148,722.18)	(166,722.18)	(175,722.18)	(180,919.81)	5,197.63
Total Liabilities						
00215-0000	Unappropriated Retained Earnings	(14,285,641.19)	(14,285,641.19)	(14,285,641.19)	(13,299,500.49)	(986,140.70)
00252-0000	Advances for Construction	0.30	0.30	0.30	0.30	0.00
00271-0000	Contr In Aid Of Constr-Tap Fees	(3,045,478.00)	(3,071,668.00)	(3,099,735.00)	(3,089,650.00)	(10,085.00)
00271-2000	Contrib In Aid Of Constr-Fed Grants	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	(2,989,406.97)	0.00
	Total Capital					
	Subtotal	(36,538.22)	743,902.64	726,391.66	519,736.17	206,655.49

Current Year: 2025
 Comparative Year: 2024
 Period: September
 Period Begin: 09/01/25
 Period End: 09/30/25

**Green River Valley Water Dist.
 Statement Of Revenue And Expenses**

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operating Revenue						
Metered Water:							
	Residential	(\$374,387.51)	(\$353,830.57)	6	(1,108,382.62)	(1,092,060.37)	1
	Commercial	(\$52,898.95)	(\$50,453.39)	5	(154,744.66)	(157,111.38)	-2
	credit	(\$427,286.46)	(\$404,283.96)	6	(1,263,127.28)	(1,249,171.75)	1
Wholesale:							
	Horse Cave	(\$76,432.32)	(\$81,090.16)	-6	(219,957.82)	(247,740.82)	-11
	Cave City	(\$29,279.18)	(\$29,976.59)	-2	(72,389.13)	(123,222.49)	-41
	Munfordville	(\$30,121.37)	(\$25,839.35)	17	(84,705.61)	(81,476.79)	4
	Larue County	(\$32,103.46)	(\$24,365.05)	32	(88,616.51)	(89,306.40)	-1
	Green-Taylor	(\$18,049.77)	(\$13,803.56)	31	(53,114.77)	(46,127.95)	15
	Edmonson	\$0.00	(\$3,770.33)	-100	(1,526.07)	(13,683.16)	-89
	CEA-MCNP	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Wholesale	(\$185,986.10)	(\$178,845.04)	4	(520,289.91)	(601,557.61)	-14
	Cash Water Sales	(\$17.25)	\$0.00	N/A	(147.85)	(216.38)	-32
	Total Operating Revenues	(\$613,289.81)	(\$583,129.00)	5	(1,783,565.04)	(1,850,945.74)	-4
	Operating Expenses:						
	Source Of Supply And Pumping Expenses:						
	Operations	\$94,727.78	\$94,340.62	0	268,425.37	279,939.28	-4
	Maintenance	\$2,739.48	\$638.00	329	15,988.55	2,906.22	450
	Water Treatment Expenses:						

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
	Operations	\$84,001.25	\$20,960.24	301	241,280.55	126,979.94	90
Transmission And Distribution:							
	Operations	\$16,175.10	\$9,795.88	65	44,595.79	28,442.70	57
	Maintenance	\$132,795.06	\$107,435.23	24	392,892.76	326,391.41	20
	Customer Accounts Expenses	\$23,362.18	\$20,623.93	13	98,536.97	72,745.03	35
	Administrative & General Expenses	\$110,239.11	\$76,727.54	44	281,058.98	231,984.70	21
	Insurance	\$32,127.15	\$23,713.07	35	92,781.88	74,040.21	25
	Depreciation	\$113,458.00	\$75,184.00	51	340,374.00	225,552.00	51
	Amortization	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Taxes Other Than Income	\$13,051.04	\$10,318.35	26	41,996.18	33,130.72	27
	Unemployment Insurance	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Operation Expenses	\$622,676.15	\$439,736.86	42	1,817,931.01	1,402,112.21	30
	Operation Income (loss)	\$9,386.34	(\$143,392.14)	-107	34,365.97	(448,833.53)	-108

Account	Title	Current Period	Comparative Period	% Variance	Current YTD Balance	Comparative YTD Balance	% Variance
Other Income And Deductions:							
	Contract Labor Billings	(\$422.00)	(\$423.00)	0	(1,261.50)	(1,261.00)	0
	Interest Income	(\$11,730.72)	(\$11,682.34)	0	(34,829.01)	(38,593.06)	-10
	Forfeited Discounts	(\$10,407.81)	(\$3,296.96)	216	(31,102.67)	(23,141.75)	34
	Miscellaneous	\$1,345.01	(\$10,566.61)	-113	(9,143.07)	(36,619.40)	-75
	EPA Grant Proceeds	(\$5,286.40)	(\$251,717.88)	-98	(81,252.63)	(251,717.88)	-68
	Tap Fee Income	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Other Income & Deductions	(\$26,501.92)	(\$277,686.79)	-90	(157,588.88)	(351,333.09)	-55
	Income Before Interest Charges	(\$17,115.58)	(\$421,078.93)	-96	(123,222.91)	(800,166.62)	-85
Interest Charges:							
	Interest On Long-term Debt	\$38,588.00	\$38,588.00	0	115,764.00	115,764.00	0
	Other Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Total Interest Charges	\$38,588.00	\$38,588.00	0	115,764.00	115,764.00	0
	Gain (loss) On Sale Of Bonds	\$0.00	\$0.00	N/A	0.00	0.00	N/A
	Net Income (loss)	\$21,472.42	(\$382,490.93)	-106	(7,458.91)	(684,402.62)	-99
00106-1000	Capitalized Interest	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00126-8400	Cash In Bank Regions B&I 2004D	\$0.00	\$0.00	N/A	0.00	0.00	N/A
00131-7000	Cash In Bank So Central - Building Fund	\$16,833.83	\$42,747.90	-61	427,959.90	464,198.61	-8
00133-0000	Cash In Bank-CFB-KIA B13-006	\$0.00	\$0.00	N/A	0.00	0.00	N/A

Exhibit 14

Green River Valley District
Audit
Year-Ended June 30, 2025

Green River Valley Water District

Financial Statements

June 30, 2025 and 2024

Table of Contents

	<u>Page</u>
Independent Auditor's Report	1-3
Management's Discussion and Analysis	4-6
Statements of Net Position	7-8
Statements of Revenues, Expenses and Changes in Net Position	9-10
Statements of Cash Flows	11
Notes to Financial Statements	12-20
Supplementary Information	
Schedules of Operating Expenses	21-22
Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with <i>Government Auditing Standards</i>	23-24



INDEPENDENT AUDITOR'S REPORT

To the Commissioners
Green River Valley Water District
Horse Cave, Kentucky

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the business-type activities of the Green River Valley Water District, as of and for the years ended June 30, 2025 and 2024 and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of Green River Valley Water District, as of June 30, 2025 and 2024, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Green River Valley Water District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Green River Valley Water District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Green River Valley Water District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Green River Valley Water District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4-6 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.

We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Green River Valley Water District's basic financial statements. The accompanying schedules of operating expenses are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedules of operating expenses are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 7, 2025, on our consideration of the Green River Valley Water District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Green River Valley Water District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Green River Valley Water District's internal control over financial reporting and compliance.

Campbell, Myers and Ratledge, PLLC

Glasgow, Kentucky
October 7, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS

As management of the Green River Valley Water District, we offer readers of the District's financial statements this narrative overview of the financial activities of the District for the fiscal years ending June 30, 2025 and 2024. We encourage readers to consider the information presented here in conjunction with the District's financial statements and notes to the basic financial statements to enhance their understanding of the District's financial performance.

Financial Highlights

For the year ending June 30, 2025, total operating, and non-operating revenues (including capital contributions and grants) totaled \$7,711,238. This represents a 6% increase in revenues from the prior year. The increase was primarily due to a water rate increase effective October 30, 2023.

Operating expenses (including interest) amounted to \$6,727,196, an increase of approximately 8% from the prior year. This increase was primarily due to an increase in water treatment expenses as well as software costs.

Total assets increased by \$443,185 while total liabilities decreased by \$540,857. These changes resulted in an increase in net position of \$984,042.

Overview of the Financial Statements

This report consists of the Management's Discussion and Analysis report, the Independent Auditor's Report, Financial Statements and Supplementary Information. The Financial Statements include notes which explain in detail some of the information included in the Financial Statements.

Required Financial Statements

The financial statements of Green River Valley Water District report information of Green River Valley Water District using accounting methods similar to those used by private sector companies. These statements offer short and long-term financial information about its activities. The Statement of Net Position includes all Green River Valley Water District's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to Green River Valley Water District creditors (liabilities). It also provides the basis for evaluating the capital structure of Green River Valley Water District and assessing the liquidity and financial flexibility of Green River Valley Water District.

All the current year's revenues and expenses are accounted for in the Statement of Revenues, Expenses and Changes in Net Position. This statement measures the success of Green River Valley Water District's operations over the past year and can be used to determine whether Green River Valley Water District has successfully recovered all its costs through its user fees and other charges, profitability, and credit worthiness.

The final required financial statement is the Statement of Cash Flows. The statement reports cash receipts, cash payments, and net changes in cash resulting from operations, investing, and financing activities and provides answers to such questions as where cash came from, what was cash used for, and what was the change in the cash balance during the reporting period.

**Green River Valley Water District
Summary of Net Position
June 30, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
Assets		
Total Current Assets	\$ 3,294,632	\$ 2,915,018
Total Restricted Assets	3,277,166	2,953,730
Net Capital Assets	<u>29,752,194</u>	<u>30,012,059</u>
Total Assets	<u>36,323,992</u>	<u>35,880,807</u>
Liabilities		
Total Current Liabilities	792,629	718,345
Total Liabilities Payable from Restricted Assets	749,265	740,093
Total Long-term Liabilities	<u>14,461,446</u>	<u>15,085,759</u>
Total Liabilities	<u>16,003,340</u>	<u>16,544,197</u>
Net Position		
Net Investment in Capital Assets	14,762,305	14,414,632
Restricted for equipment replacement	1,604,973	1,249,615
Restricted for debt retirement	1,576,324	1,608,989
Unrestricted	<u>2,377,050</u>	<u>2,063,374</u>
Total Net Position	<u>\$ 20,320,652</u>	<u>\$ 19,336,610</u>

The largest portion (73%) of the District's net position reflects its investment in capital assets, less any related debt used to acquire those assets still outstanding. The District uses these capital assets to provide services to citizens and consumers; consequently, these assets are not available for future spending.

Restricted net position (15%) represents resources that are subject to external restrictions on how they may be used.

The balance (12%) of unrestricted net position may be used to meet the District's ongoing obligations to citizens, consumers, and creditors. This is a 1% increase from the prior year.

**Green River Valley Water District
Summary of Changes in Net Position
For the Years Ended June 30, 2025 and 2024**

	<u>2025</u>	<u>2024</u>
Total operating revenues	\$ 6,929,271	\$ 6,626,673
Total operating expenses	<u>6,375,984</u>	<u>5,889,635</u>
Operating income	553,287	737,038
Total non-operating revenue (expense)	<u>(168,437)</u>	<u>(214,425)</u>
Income before capital contributions	384,850	522,613
Capital contributions	<u>599,192</u>	<u>493,178</u>
Increase (decrease) in net position	984,042	1,015,791
Net position, beginning of the year	<u>19,336,610</u>	<u>18,320,819</u>
Net position, end of the year	<u>\$ 20,320,652</u>	<u>\$ 19,336,610</u>

Net position increased by \$984,042 a decrease from the prior year of \$31,749.

Capital Asset Changes

On June 30, 2025, the District had invested \$29.75 million in capital assets net of accumulated depreciation. This amount represents a net decrease of \$259,865 due to depreciation expense in excess of net additions to plant during the fiscal year.

Debt Administration

As of June 30, 2025, the District had \$14,279,000 of bonds outstanding, a decrease of \$519,000 from the prior year's balance of \$14,798,000. This decrease resulted from current year scheduled payments. The balance of the Kentucky Infrastructure Authority loan at June 30, 2025 was \$646,286, a decrease of \$64,907 from prior year.

Request for Information

This financial report is designed to provide our customers and creditors with a general overview of Green River Valley Water District's finances and to demonstrate Green River Valley Water District's accountability for the funds it receives. If you have any questions about this report or need any additional information, please contact the Green River Valley Water District at P.O. Box 460, Horse Cave, Kentucky 42749, or by phone (270) 786-2134

GREEN RIVER VALLEY WATER DISTRICT
Statements of Net Position
June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Assets		
Current Assets		
Cash	\$ 2,049,639	\$ 1,742,254
Accounts receivable	586,385	683,340
Accrued interest	2,967	2,967
Plant materials and supplies, (at replacement cost)	613,438	447,240
Prepaid and other assets	42,203	39,217
Total Current Assets	3,294,632	2,915,018
Non-current Assets		
Restricted Assets		
Cash - Construction account	95,869	95,126
Cash - Depreciation funds	1,038,906	703,805
Cash - Bond and interest redemption fund	1,576,324	1,608,989
Investments - Depreciation fund	566,067	545,810
Total Restricted Assets	3,277,166	2,953,730
Capital Assets		
Utility plant in service	55,899,680	54,830,494
Accumulated depreciation	(26,147,486)	(24,818,435)
Net Capital Assets	29,752,194	30,012,059
Total Non-current Assets	33,029,360	32,965,789
Total Assets	\$ 36,323,992	\$ 35,880,807

GREEN RIVER VALLEY WATER DISTRICT
Statements of Net Position (Concluded)
June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Liabilities		
Current Liabilities		
Accounts payable and accrued liabilities	\$ 626,086	\$ 462,419
Deferred revenue	-	108,000
Customer deposits	166,543	147,926
Total Current Liabilities	792,629	718,345
Liabilities Payable from Restricted Assets		
Current maturities of long-term debt	624,312	606,794
Accrued interest	124,953	133,299
Total Liabilities Payable from Restricted Assets	749,265	740,093
Long-term Liabilities		
Long-term debt, less current maturities, net of premium and discount	14,461,446	15,085,759
Total Long-term Liabilities	14,461,446	15,085,759
Total Liabilities	16,003,340	16,544,197
Net Position		
Net investment in capital assets	14,762,305	14,414,632
Restricted for debt retirement	1,576,324	1,608,989
Restricted for equipment replacement	1,604,973	1,249,615
Unrestricted	2,377,050	2,063,374
Total Net Position	\$ 20,320,652	\$ 19,336,610

GREEN RIVER VALLEY WATER DISTRICT
Statements of Revenues, Expenses and Changes in Net Position
For the Years Ended June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Operating revenue:		
Metered water sales:		
Residential	\$ 3,961,580	\$ 3,714,846
Commercial	507,095	478,195
	4,468,675	4,193,041
Wholesale water sales:		
Horse Cave	898,435	803,098
CEA Cave City	340,062	339,260
Munfordville	338,191	341,329
Larue County	300,815	292,902
Green-Taylor	166,647	165,445
Edmonson	21,895	23,313
CEA	-	1,369
	2,066,045	1,966,716
Other operating revenues:		
Cash water sales	448	422
Revenues from maintenance and contract work, net of expenses of \$69,061 and \$48,983 respectively	49,977	65,248
Forfeited discounts	147,576	107,790
Miscellaneous	196,550	293,456
	394,551	466,916
Total operating revenues	6,929,271	6,626,673
Operating expenses:		
Source of supply and pumping expenses:		
Operations	1,052,507	1,017,988
Water treatment expenses:		
Operations	506,998	336,331
Transmission and distribution:		
Operations	103,290	99,488
Maintenance	1,368,164	1,357,315
Customer accounts expenses	341,857	410,235
Administrative and general expenses	1,484,667	1,202,734
Depreciation and amortization	1,384,254	1,329,942
Taxes other than income	134,247	135,602
Total operating expenses	6,375,984	5,889,635
Operating income	\$ 553,287	\$ 737,038

The accompanying notes are an integral part of the financial statements.

GREEN RIVER VALLEY WATER DISTRICT
Statements of Revenues, Expenses and Changes in Net Position (Concluded)
For the Years Ended June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Nonoperating revenue (expenses):		
Interest income	\$ 160,375	\$ 122,282
Amortization of bond premium and discount	22,400	25,758
Interest on long-term debt	(351,212)	(362,465)
Total nonoperating revenue (expenses)	(168,437)	(214,425)
Income (Loss) before capital contributions	384,850	522,613
Capital Contributions		
Tap fees	123,292	113,579
Grant revenue	475,900	379,599
Total capital contributions	599,192	493,178
Increase (Decrease) in net position	984,042	1,015,791
Net Position:		
Beginning of year	19,336,610	18,320,819
End of year	\$ 20,320,652	\$ 19,336,610

GREEN RIVER VALLEY WATER DISTRICT
Statements of Cash Flows
For the Years Ended June 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>
Cash flows from operating activities:		
Cash receipts from customers	\$ 7,044,843	\$ 6,447,394
Cash payments to suppliers for goods and services	(3,178,304)	(2,757,210)
Cash payments to employees for services	(1,818,943)	(1,729,521)
Net cash provided (used) by operating activities	<u>2,047,596</u>	<u>1,960,663</u>
Cash flows from capital and related financing activities:		
Principal paid on long-term debt	(584,395)	(679,907)
Interest paid on long-term debt	(359,558)	(373,302)
Cash paid for capital assets	(1,124,389)	(922,110)
Grant revenues	367,900	501,238
Tap fees	123,292	113,579
Net cash provided (used) in financing activities	<u>(1,577,150)</u>	<u>(1,360,502)</u>
Cash flows from investing activities:		
Investment Income	140,118	107,871
Net cash provided (used) in investing activities	<u>140,118</u>	<u>107,871</u>
Net increase (decrease) in cash and cash equivalents	610,564	708,032
Cash and cash equivalents, beginning of year	4,150,174	3,442,142
Cash and cash equivalents, end of year	<u>\$ 4,760,738</u>	<u>\$ 4,150,174</u>
Reconciliation of operating income to net cash provided by operating activities:		
Operating income	\$ 553,287	\$ 737,038
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation and amortization	1,384,254	1,329,942
Changes in assets and liabilities:		
(Increase) decrease in accounts receivable	96,955	(203,038)
(Increase) decrease in prepaid and other assets	(2,986)	3,066
(Increase) decrease in plant materials and supplies	(166,198)	75,227
Increase (decrease) in accounts payable	163,667	(5,331)
Increase (decrease) in customer deposits	18,617	23,759
Net cash provided (used) by operating activities	<u>\$ 2,047,596</u>	<u>\$ 1,960,663</u>

The accompanying notes are an integral part of the financial statements.

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 1 – Description of Entity and Summary of Significant Accounting Policies

Organization

Green River Valley Water District was organized in 1962 under KRS 74:010 to provide water to sections of Barren, Hart and Larue counties. In addition to the above, the District also wholesales water to certain other cities and water districts. The commissioners are appointed for specified terms by the respective county judges.

Basis of Accounting/Measurement Focus

The accounts of the District are organized on the basis of a proprietary fund accounting entity. The operations are accounted for with a separate set of self-balancing accounts that comprise its assets, deferred outflows of resources, liabilities, deferred inflows of resources, fund equity, revenues, and expenditures or expenses, as appropriate.

Proprietary fund financial statements include a Statement of Net Position, a Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows for each major proprietary fund.

Proprietary funds are accounted for using the “economic resources” measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities (whether current or noncurrent), and deferred inflows of resources are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred, regardless of the timing of related cash flows.

Operating revenues in the proprietary funds are those revenues that are generated from the primary operations of the fund. All other revenues are reported as non-operating revenues. Operating expenses are those expenses that are essential to the primary operations of the fund. All other expenses are reported as non-operating expenses.

The three classifications of net position are defined as follows:

- *Investment in capital assets* - This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.
- *Restricted* - This component of net position consists of constraints imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.
- *Unrestricted* - This component of net position consists of assets that do not meet the definition of “restricted” or “investment in capital assets.”

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 1 – Description of Entity and Summary of Significant Accounting Policies, Continued

Cash and Investments

The District considers all highly liquid investments with maturities of three months or less when purchased to be cash equivalents. Investments are reported at fair market value.

Inventories

Inventory is valued using average cost method. Inventory consists of expendable supplies held for future consumption or capitalization. The cost is recorded as an expense or capitalized as inventory items are consumed.

Receivables

Accounts Receivable totaled \$586,385 and \$683,340 on June 30, 2025, and 2024 respectively, of which all was due from retail and wholesale customers.

The District uses the direct write-off method to account for bad debts. No allowance for bad debts has been provided, as no material write-offs are expected for receivables as of June 30, 2025. The direct write-off method does not significantly depart from generally accepted accounting principles. As of June 30, 2025, and 2024, bad debts were \$17,444 and \$9,200, respectively.

Capital Assets

The utility plant in service is stated at cost. The cost of additions to the utility plant and major replacements of retired units of property is capitalized. Cost includes direct labor, outside services, materials and transportation, employee fringe benefits, overhead, and interest on funds borrowed to finance construction. The cost and accumulated depreciation of property sold or retired is deducted from capital assets, and any profit or loss resulting from the disposal is credited or charged in the non operating section of the statement of revenues, expenses, and changes in net position. The cost of current repairs, maintenance, and minor replacements is charged to expense as incurred. Depreciation has been provided over estimated useful lives of the assets using the straight-line method. Depreciation expense for the years ended June 30, 2025, and 2024 was \$1,384,254 and \$1,329,942, respectively.

The estimated useful lives of capital assets are as follows:

Utility plant	50-62.5 years
Equipment	7-10 years
Other	5-20 years

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 1 – Description of Entity and Summary of Significant Accounting Policies, Concluded

Compensated Absences

Accumulated unpaid vacation and sick pay amounts are accrued when benefits vest to employees and the unpaid liability is reflected in accrued liabilities.

Long-Term Obligations

Long-term debt and other obligations are reported as liabilities on the Statement of Net Position. Bond premiums and discounts are deferred and amortized over the life of the bonds.

Operating Revenues and Expenses

Operating revenues and expenses consist of those revenues that result from the ongoing principal operations of the District. Operating revenues consist primarily of charges for services. Non operating revenues and expenses consist of those revenues and expenses that are related to financing and investing type of activities and result from non exchange transactions.

Capital Contributions

Transmission and distribution system assets contributed to the District by installers are capitalized at the installers' costs and recorded as capital contributions when received. Also included in capital contributions are various grants received for infrastructure and payments received from customers for tap fees.

Income Taxes

The District is exempt from federal and state income taxes.

Use of Restricted/Unrestricted Funds

When an expense is incurred for purposes for which both restricted and unrestricted funds are available, the District's policy is to apply restricted funds first.

Note 2 – Cash and Investments

Depreciation Fund -Debt Reserve Fund / Short Lived Asset Fund

The ordinances authorizing the USDA bond issues of the District require monthly transfers into a depreciation/debt reserve fund. These funds can be used for capital improvements, expansions, and extraordinary repairs and if necessary, make required bond payments. The maximum requirement in these funds is \$132,000 (Series 2010) and \$320,400 (Series 2019) totaling \$452,400. As of June 30, 2025, the District's depreciation/ debt reserve fund balance exceeded the maximum requirement.

The USDA bond issues 2019 A and 2019 B require a monthly transfer of \$38,570 per month into a short lived asset account. These funds may be used at any time for the replacement of all equipment and short lived assets. These transfers shall continue as long as these bonds are outstanding. For the year ended June 30, 2025, the District had complied with this requirement.

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 2 – Cash and Investments, Concluded

Bond and Interest Redemption Fund

The ordinances authorizing the various bond issues require a monthly deposit of one-twelfth of the annual bond and interest due currently. The District has made all required deposits into these accounts.

Deposits

The carrying amount of the District's cash deposits was \$5,326,805 at June 30, 2025 and \$4,695,984 at June 30, 2024 and the bank balances were \$5,326,605 at June 30, 2025 and \$4,736,998 at June 30, 2024. The difference between book and bank balances primarily represents checks that have been issued but have not cleared the bank as of June 30.

All the District's cash and investment accounts were insured by FDIC or by pledged securities at the financial institution.

The nature of the District's cash and investments being restricted or unrestricted is as follows:

	<u>2025</u>	<u>2024</u>
<u>Unrestricted:</u>		
Cash and cash equivalents	\$ 2,049,639	\$ 1,742,254
 <u>Restricted:</u>		
Cash and cash equivalents	2,711,099	2,407,920
Investments-CDs	566,067	545,810
Total Cash and Investments	\$ 5,326,805	\$ 4,695,984

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 3 – Capital Assets

Capital asset activity for the year ended June 30, 2025 and 2024 was as follows:

	Balance June 30, 2024	Additions	Deletions	Balance June 30, 2025
Land & Land Rights	\$ 159,172	\$ 225,779	\$ -	\$ 384,951
L & L Rights Structures & Improvements	105,496	-	-	105,496
L & L Rights Water Treatment	203,386	-	-	203,386
L & L Rights Hydrants	6,900	-	-	6,900
Total Non Depreciable Assets	<u>474,954</u>	<u>225,779</u>	<u>-</u>	<u>700,733</u>
Depreciable Assets:				
Structures & Improvements	8,887,805	-	-	8,887,805
Structures & Improvements Office Bldg.	692,514	-	-	692,514
Collecting and Impounding Reservoirs	2,556,206	-	-	2,556,206
River Intakes	1,000,625	-	-	1,000,625
Supply Mains	1,747,068	-	-	1,747,068
Electric Pumping Equipment	4,607,869	258,197	-	4,866,066
Water Treatment Equipment	3,093,459	3,331	-	3,096,790
Distribution Reservoir & Stand Pipes	5,267,252	-	-	5,267,252
Transmission & Distribution Mains	20,246,408	358,224	-	20,604,632
Services	991,788	11,798	-	1,003,586
Meters	2,000,813	59,698	-	2,060,511
Meter Installation	157,159	-	-	157,159
Hydrants	132,739	367	-	133,106
Other Plant	33,114	-	-	33,114
Office Furniture & Equipment	331,965	-	-	331,965
Transportation Equipment	1,229,957	143,374	(79,908)	1,293,423
Tools Shop & Equipment	219,680	6,882	-	226,562
Lab Equipment	3,343	-	-	3,343
Power Oper Equipment	863,248	81,444	-	944,692
Communication Equipment	292,528	-	-	292,528
Total Depreciable Assets	<u>54,355,540</u>	<u>923,315</u>	<u>(79,908)</u>	<u>55,198,947</u>
Total Capital Assets	54,830,494	1,149,094	(79,908)	55,899,680
Less: Accumulated Depreciation	<u>(24,818,435)</u>	<u>(1,384,254)</u>	<u>55,203</u>	<u>(26,147,486)</u>
	<u>\$ 30,012,059</u>	<u>\$ (235,160)</u>	<u>\$ (24,705)</u>	<u>\$ 29,752,194</u>

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 3 – Capital Assets, Concluded:

	Balance			Balance
	<u>June 30, 2023</u>	<u>Additions</u>	<u>Deletions</u>	<u>June 30, 2024</u>
Land & Land Rights	\$ 157,172	\$ 2,000	\$ -	\$ 159,172
L & L Rights Structures & Improvements	105,496	-	-	105,496
L & L Rights Water Treatment	203,386	-	-	203,386
L & L Rights Hydrants	6,900	-	-	6,900
Total Non Depreciable Assets	<u>472,954</u>	<u>2,000</u>	<u>-</u>	<u>474,954</u>
 Depreciable Assets:				
Structures & Improvements	8,864,194	23,611	-	8,887,805
Structures & Improvements Office Bldg.	610,371	82,143	-	692,514
Collecting and Impounding Reservoirs	2,556,206	-	-	2,556,206
River Intakes	1,000,625	-	-	1,000,625
Supply Mains	1,747,068	-	-	1,747,068
Electric Pumping Equipment	4,586,247	21,622	-	4,607,869
Water Treatment Equipment	3,062,466	30,993	-	3,093,459
Distribution Reservoir & Stand Pipes	5,267,252	-	-	5,267,252
Transmission & Distribution Mains	19,852,936	393,472	-	20,246,408
Services	978,081	13,707	-	991,788
Meters	1,939,708	61,105	-	2,000,813
Meter Installation	157,159	-	-	157,159
Hydrants	132,739	-	-	132,739
Other Plant	33,114	-	-	33,114
Office Furniture & Equipment	331,965	-	-	331,965
Transportation Equipment	1,243,957	136,000	(150,000)	1,229,957
Tools Shop & Equipment	219,680	-	-	219,680
Lab Equipment	3,343	-	-	3,343
Power Oper Equipment	789,285	73,963	-	863,248
Communication Equipment	209,034	83,494	-	292,528
Total Depreciable Assets	<u>53,585,430</u>	<u>920,110</u>	<u>(150,000)</u>	<u>54,355,540</u>
Total Capital Assets	54,058,384	922,110	(150,000)	54,830,494
Less: Accumulated Depreciation	<u>(23,638,493)</u>	<u>(1,329,942)</u>	<u>150,000</u>	<u>(24,818,435)</u>
	<u>\$ 30,419,891</u>	<u>\$ (407,832)</u>	<u>\$ -</u>	<u>\$ 30,012,059</u>

Note 4 – Compensated Absences

Compensated absences for the District includes both vacation and sick pay based on the employee's length of employment. Upon termination, employees are paid for all unused accrued vacation and up to 240 hours of accrued sick leave. This liability is included in accrued liabilities on the statement of net position.

	<u>June 30, 2024</u>	<u>Net Change</u>	<u>June 30, 2025</u>
Accrued Sick Leave	\$ 96,922	\$ 16,722	\$ 113,644
Accrued Vacation	62,601	12,405	75,006
Total Compensated Absences	<u>\$ 159,523</u>	<u>\$ 29,127</u>	<u>\$ 188,650</u>

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 5 – Long-Term Debt

The District had bonds and notes payable at June 30, 2025 and 2024 as follows:

	<u>2025</u>	<u>2024</u>
Series 2010 Revenue Bonds (Build America) issued on December 22, 2010 in the amount of \$3,200,000; due in annual installments beginning April 1, 2012 ranging from \$51,500 to \$128,000 through April, 2049; interest rate of 2.25% due semi-annually on April 1 and October 1. Through the Build America bond issuance, the District receives a refund of 35% of each semi-annual interest payment.	\$ 2,351,000	\$ 2,422,000
Series 2013 B Refunding Bonds issued on March 27, 2013 in the amount of \$3,795,000; due in annual installments on January 1 ranging from \$10,000 to \$460,000 through January, 2028; interest rates varying from 2.3% to 4.6% due semi-annually on January 1 and July 1.	240,000	350,000
Series 2020 D Refunding Bonds issued May 6, 2020 in the amount of \$5,060,000 due in annual installments on January 1 ranging from \$155,000 to \$275,000 through January, 2044; interest rates varying from 3.2% to 5.2% due semi-annually on January 1 and July 1.	4,205,000	4,395,000
Series 2019 A Revenue Bonds issued June 21, 2021 in the amount of \$5,600,000, due in annual installments beginning April 1, 2022 ranging from \$98,000 to \$189,000 through April 2061; interest rate of 1.75% due semi-annually on April 1 and October 1.	5,198,000	5,301,000
Series 2019 B Revenue Bonds issued June 21, 2021 in the amount of \$2,462,000, due in annual installments beginning April 1, 2022 ranging from \$98,000 to \$189,000 through April 2061; interest rate of 1.75% due semi-annually on April 1 and October 1.	<u>2,285,000</u>	<u>2,330,000</u>
Total bonds	<u>\$ 14,279,000</u>	<u>\$ 14,798,000</u>
 Note Payable Kentucky Infrastructure Authority: A \$1,287,500, .75% loan was approved by KIA for repairing a section of the Rio Verde Dam. As of June 30, 2016 all of the funds had been advanced and the project completed. The loan, plus principal and interest is to be repaid in semi-annual payments of \$35,398 through December 1, 2034.	 <u>\$ 646,285</u>	 <u>\$ 711,679</u>

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 5 – Long-Term Debt, Continued

Principal and interest maturities of bonded debt are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 538,500	\$ 411,330	\$ 949,830
2027	553,500	391,805	945,305
2028	463,500	372,875	836,375
2029	463,500	338,761	802,261
2030	476,000	306,870	782,870
2031-2035	2,579,500	1,222,974	3,802,474
2036-2040	2,380,000	861,776	3,241,776
2041-2045	2,427,500	558,813	2,986,313
2046-2050	1,600,000	331,629	1,931,629
2051-2055	1,208,000	203,212	1,411,212
2056-2060	1,317,000	93,696	1,410,696
2061	272,000	4,760	276,760
Total	<u>\$ 14,279,000</u>	<u>\$ 5,098,501</u>	<u>\$ 19,377,501</u>

Long term debt activities for the years ended June 30, 2025, and 2024 are as follows:

	<u>Balance</u> <u>June 30, 2024</u>	<u>Additions</u>	<u>Debt Payments</u> <u>and Reductions</u>	<u>Balance</u> <u>June 30, 2025</u>	<u>Amount Due</u> <u>within One Year</u>
Series 2010	\$ 2,422,000	\$ -	\$ (71,000)	\$ 2,351,000	\$ (72,500)
Series 2013 B	350,000	-	(110,000)	240,000	(115,000)
Series 2020 D	4,395,000	-	(190,000)	4,205,000	(200,000)
Series 2019 A	5,301,000	-	(103,000)	5,198,000	(105,000)
Series 2019 B	2,330,000	-	(45,000)	2,285,000	(46,000)
KIA Loan	711,680	-	(65,395)	646,285	(65,886)
	15,509,680	-	(584,395)	14,925,285	(604,386)
Bond premium and discount	182,873	-	(22,400)	160,473	(19,926)
Total debt net with premium/discount	<u>\$ 15,692,553</u>	<u>\$ -</u>	<u>\$ (606,795)</u>	<u>\$ 15,085,758</u>	<u>\$ (624,312)</u>

	<u>Balance</u> <u>June 30, 2023</u>	<u>Additions</u>	<u>Debt Payments</u> <u>and Reductions</u>	<u>Balance</u> <u>June 30, 2024</u>	<u>Amount Due</u> <u>within One Year</u>
Series 2010	\$ 2,491,000	\$ -	\$ (69,000)	\$ 2,422,000	\$ (71,000)
Series 2013 B	570,000	-	(220,000)	350,000	(110,000)
Series 2020 D	4,575,000	-	(180,000)	4,395,000	(190,000)
Series 2019 A	5,402,000	-	(101,000)	5,301,000	(103,000)
Series 2019 B	2,375,000	-	(45,000)	2,330,000	(45,000)
KIA Loan	776,587	-	(64,907)	711,680	(65,394)
	16,189,587	-	(679,907)	15,509,680	(584,394)
Bond premium and discount	208,631	-	(25,758)	182,873	(22,400)
Total debt net with premium/discount	<u>\$ 16,398,218</u>	<u>\$ -</u>	<u>\$ (705,665)</u>	<u>\$ 15,692,553</u>	<u>\$ (606,794)</u>

GREEN RIVER VALLEY WATER DISTRICT
Notes to Financial Statements
June 30, 2025 and 2024

Note 5 – Long-Term Debt, Concluded

Principal and interest maturities of the KIA note payable are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2026	\$ 65,886	\$ 4,724	\$ 70,610
2027	66,381	4,228	70,609
2028	66,879	3,730	70,609
2029	67,382	3,228	70,610
2030	67,889	2,721	70,610
2031-2035	<u>311,868</u>	<u>5,877</u>	<u>317,745</u>
	<u>\$ 646,285</u>	<u>\$ 24,508</u>	<u>\$ 670,793</u>

Arbitrage

The Tax Reform Act of 1986 instituted certain arbitrage restrictions with respect to the issuance of tax-exempt bonds after August 31, 1986. Arbitrage regulations deal with the investment of all tax-exempt bond proceeds at an interest yield greater than the interest yield paid to bondholders. Generally, all interest paid to bondholders can be retroactively rendered taxable if applicable rebates are not reported and paid to the Internal Revenue Service (IRS) at least every five years. During the current year, the District performed calculations of excess investment earnings on various bonds and financings and on June 30, 2025, does not expect to incur a liability.

Note 6 – Commitments

The District has been awarded Kentucky Cleaner Water Program grant funds provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund totaling \$1,385,805. Funds are to be used for various water line extensions and projects of the District and must be spent by December 31, 2026. As of June 30, 2025, the District had received \$358,810 of grant funds.

Note 7 – Retirement Plan

The District participated in a defined contribution 457(B) Employee Retirement Plan. The District contributes 6% of employee compensation to individual employee accounts for each participating employee who meets certain requirements as to age and length of service. Employees are permitted to make contributions up to applicable Internal Revenue Code limits. For the years ended June 30, 2025 and 2024, employee contributions totaled \$14,206 and \$14,206, and the District recognized retirement expense of \$81,085 and \$84,109, respectively.

Note 8 – Subsequent Events

The District has evaluated subsequent events through October 7, 2025 the date which the financial statements were available to be issued.

Subsequent to the audit date the District entered into an agreement with Edmonson County Water District for the purchase of all Hart County customers lines and the Water Treatment Plant at Wax in Grayson County with all accompanying assets for a percentage of Edmonson County Water District outstanding indebtedness not to exceed 52%.

Supplementary Information

GREEN RIVER VALLEY WATER DISTRICT
Schedule of Operating Expenses
For the Year Ended June 30, 2025

	Source of Supply and Pumping Expenses	Water Treatment Expenses	Transmission and Distribution		Customer Accounts Expenses	Administrative and General Expenses	Total (Memorandum Only)
	Operations	Operations	Operations	Maintenance			
Salaries and wages - employees	\$ 554,258	\$ 135	\$ -	\$ 503,042	\$ 287,418	\$ 385,343	\$ 1,730,196
Salaries and wages - directors	-	-	-	-	-	29,800	29,800
Employee retirement and benefits	-	-	-	7,662	-	81,085	88,747
Purchased water	4,565	-	-	-	-	-	4,565
Purchased power	380,490	-	103,290	-	-	38,988	522,768
Chemicals	-	429,336	-	-	-	-	429,336
Materials and supplies	54,826	5,099	-	438,568	8,932	16,532	523,957
Contractual services - accounting	-	-	-	-	-	27,050	27,050
Contractual services - legal	-	-	-	-	-	70,288	70,288
Contractual services - customer accounts	-	-	-	-	4,435	-	4,435
Contractual services - other	58,368	72,428	-	214,083	-	240,882	585,761
Transportation expense	-	-	-	204,809	37,200	3,600	245,609
Insurance - vehicle	-	-	-	-	-	18,696	18,696
Insurance - workers' compensation and unemployment	-	-	-	-	-	23,609	23,609
Employee insurance	-	-	-	-	-	192,194	192,194
Employee flex reimbursements	-	-	-	-	-	75,845	75,845
Property and other insurance	-	-	-	-	-	101,657	101,657
Bad debt expense	-	-	-	-	-	21,628	21,628
Miscellaneous	-	-	-	-	3,872	157,470	161,342
Totals	\$ 1,052,507	\$ 506,998	\$ 103,290	\$ 1,368,164	\$ 341,857	\$ 1,484,667	\$ 4,857,483

GREEN RIVER VALLEY WATER DISTRICT
Schedule of Operating Expenses
For the Year Ended June 30, 2024

	Source of Supply and Pumping Expenses	Water Treatment Expenses	Transmission and Distribution		Customer Accounts Expenses	Administrative and General Expenses	Total (Memorandum Only)
	Operations	Operations	Operations	Maintenance			
Salaries and wages - employees	\$ 497,838	\$ -	\$ -	\$ 486,119	\$ 281,187	\$ 375,154	\$ 1,640,298
Salaries and wages - directors	-	-	-	-	-	18,775	18,775
Employee retirement and benefits	-	-	-	5,114	-	84,109	89,223
Purchased water	14,983	-	-	-	-	-	14,983
Purchased power	423,214	-	99,488	-	-	31,938	554,640
Chemicals	-	304,401	-	-	-	-	304,401
Materials and supplies	33,885	3,170	-	453,080	73,822	19,006	582,963
Contractual services - accounting	-	-	-	-	-	30,200	30,200
Contractual services - legal	-	-	-	-	-	47,325	47,325
Contractual services - customer accounts	-	-	-	-	8,382	-	8,382
Contractual services - other	48,068	28,760	-	236,105	-	83,107	396,040
Transportation expense	-	-	-	176,897	37,200	3,600	217,697
Insurance - vehicle	-	-	-	-	-	18,696	18,696
Insurance - workers' compensation and unemployment	-	-	-	-	-	22,850	22,850
Employee insurance	-	-	-	-	-	179,662	179,662
Employee flex reimbursements	-	-	-	-	-	75,852	75,852
Property and other Insurance	-	-	-	-	-	89,805	89,805
Bad debt expense	-	-	-	-	-	17,444	17,444
Miscellaneous	-	-	-	-	9,644	105,211	114,855
Totals	\$ 1,017,988	\$ 336,331	\$ 99,488	\$ 1,357,315	\$ 410,235	\$ 1,202,734	\$ 4,424,091



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Commissioners
Green River Valley Water District
Horse Cave, Kentucky

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the business-type activities of Green River Valley Water District, as of and for the years ended June 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 7, 2025.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Green River Valley Water District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Green River Valley Water District's internal control. Accordingly, we do not express an opinion on the effectiveness of Green River Valley Water District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Green River Valley Water District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted other matters that we reported to management of Green River Valley Water District in a separate letter dated October 7, 2025.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Campbell, Myers & Rutledge, PLLC

Glasgow, Kentucky
October 7, 2025

Exhibit 15

Green River Valley Water District's
Total Debt After Acquisition

GREEN RIVER VALLEY WATER DISTRICT

Long-Term Debt
After Acquisition and Assumption

Description of Debt	Original Principal Amount	Maturity	Interest Rate	Outstanding Principal Balance
2013B KRWFC Note	\$3,795,000	01-01-28	2.30% to 4.80%	\$ 125,000
2013 B13-006 KIA Loan	\$1,287,000	12-01-34	0.75%	\$ 580,226
Series 2001A RD Bond	\$3,837,000	01-01-41	3.25%	\$2,079,000
2020D KRWFC Note	\$5,060,000	01-01-44	3.20% to 5.20%	\$4,005,000
Series 2010 RD Bond	\$3,200,000	04-01-49	2.25%	\$2,278,500
Series 2010A RD Bond	\$ 570,000	01-01-50	2.25%	\$ 421,500
Series 2010B RD Bond	\$ 700,000	01-01-50	2.25%	\$ 517,500
Series 2013A RD Bond	\$ 504,000	01-01-54	2.1250%	\$ 407,500
Series 2019 RD Bond	\$1,032,000	01-01-60	1.50%	\$ 930,000
Series 2019A RD Bond	\$5,600,000	04-01-61	1.75%	\$5,093,000
Series 2019B RD Bond	\$2,462,000	04-01-61	1.75%	\$2,239,000
Total				\$18,676,226

Debt obligations assumed from Edmonson District are in **Bold**.

Outstanding Principal Balances as of June 15, 2026.

Green River District's **monthly debt service** following the transfer will be **\$102,443**.

Exhibit 16

Green River Valley District and Grayson District
Water Purchase Agreement

WATER PURCHASE AGREEMENT

BETWEEN

GREEN RIVER VALLEY WATER DISTRICT

AND

GRAYSON COUNTY WATER DISTRICT

May 29, 2025

TABLE OF CONTENTS

Green River Valley Water District – Grayson County Water District

1.	Term of Agreement	2
2.	Quantity of Water	2
3.	Minimum Purchases	3
4.	Quality of Water.....	3
5.	Operation of System	5
6.	Delivery Point	6
7.	Metering Equipment.....	7
8.	Telemetry	8
9.	Billing and Payment Procedure.....	8
10.	Wholesale Rate	9
11.	Cost Based Rates	9
12.	Advance Notice of Rate Modification	9
13.	Effective Date of Rate Modification	9
14.	Financial and Operational Information	9
15.	PSC Review.....	10
16.	Effective Date.....	10
17.	Indemnification	11
18.	Notices	11
19.	Response to Notices.....	12
20.	Termination	12
21.	Regulatory Agencies.....	13
22.	Successors and Assigns	14
23.	Paragraph Headings	14
24.	Entire Agreement; Severability	14
25.	Interpretation	15
26.	Non-Waiver.....	15
27.	No Third-Party Beneficiaries.....	15

WATER PURCHASE AGREEMENT

This Water Purchase Agreement (the “Agreement”) is made and entered into as of the 29th day of May 2025 by and between the **GREEN RIVER VALLEY WATER DISTRICT** (“Green River”), 1180 East Main Street, P.O. Box 460, Horse Cave, Kentucky 42749, hereinafter referred to as the “Seller,” and the **GRAYSON COUNTY WATER DISTRICT** (“Grayson District”), 21 Shull White Road, Leitchfield, Kentucky 42754, hereinafter referred to as the “Purchaser.” The Seller and the Purchaser may be referred to collectively as “Parties” or individually as a “Party.”

WITNESSETH:

WHEREAS, the Seller is a water district organized under the provisions of KRS Chapter 74;

WHEREAS, the Purchaser is a water district organized under the provisions of KRS Chapter 74;

WHEREAS, the Seller currently owns and operates water supply, treatment, and water distribution facilities;

WHEREAS, the Purchaser currently owns and operates water supply, treatment, and distribution facilities;

WHEREAS, the Purchaser desires to obtain a supplemental source of potable water from Seller via utilization of the Wax Water Treatment Plant (“Wax WTP”) operated by the Seller;

WHEREAS, by a Resolution duly adopted on April 18, 2025, by the Seller’s Board of Commissioners, this Agreement was approved and the Seller’s Chairman was authorized to execute this Agreement for and on behalf of the Seller; and

WHEREAS, by a Resolution duly adopted on 4-28, 2025, by the Purchaser’s Board of Commissioners, this Agreement was approved and the Purchaser’s Chairman was authorized to execute this Agreement for and on behalf of the Purchaser.

NOW THEREFORE, in consideration of the foregoing and the mutual terms and conditions contained herein, the Parties agree as follows:

1. Term of Agreement. This Agreement shall continue for a period of approximately ten (10) years commencing on the Effective Date as provided in paragraph 16, and ending on December 31, 2035, unless extended or modified by written agreement of the Parties, or terminated pursuant to the terms of this Agreement.

2. Quantity of Water. The Seller shall furnish to the Purchaser, at the point of delivery hereinafter specified, such quantities of water as the Purchaser may

require; provided, however, that this amount shall not exceed 400,000 gallons per day.

3. Minimum Purchases. The minimum purchase amounts shall be measured by the metering equipment at the Point of Delivery as described in paragraph 6.

A. Initial Minimum Purchase Amount. The Purchaser shall be obligated to purchase a minimum of 150,000 gallons of water per day for approximately five (5) years. This initial minimum daily amount will be reduced on October 1, 2030.

B. Long-Term Minimum Purchase Amount. Commencing on October 1, 2030, and continuing throughout the remainder of the Term of this Agreement, the Purchaser shall be obligated to purchase a minimum of 100,000 gallons per day.

4. Quality of Water. The Seller shall furnish to the Purchaser, at the Point of Delivery hereinafter specified, during the term of this Agreement, or any renewal or extension thereof, potable, treated water meeting the applicable water quality standards of all appropriate state and federal regulatory agencies.

A. Lower DBP Requirement. Commencing on July 1, 2026, and continuing throughout the Term of this Agreement, the Seller shall deliver water at the Point of Delivery with the following

Disinfection Byproducts (the “DBP) at least 50% less than the current Maximum Contaminate Level (the “MCL”). The current MCL’s are: (i) total trihalomethanes (the “TTHM”) = 0.080 milligrams per liter (“mg/L”); and (ii) five Haloacetic acids (the “HAA5”) = 0.060 mg/L. Thus, from and after July 1, 2026, the Purchaser shall deliver water at the Point of Delivery with DBP levels not exceeding the following:

- (1) TTHM 0.040 mg/L or less
- (2) HAA5 0.030 mg/L or less

- B. Testing for DBP.** The Seller shall test, at its own expense, at the Point of Delivery for DBP on a quarterly basis using a certified laboratory. It shall provide a copy of the test results to the Purchaser as soon as possible after receipt, but no more than seven (7) days after receipt of the test results.
- C. Minimum Purchase Quantity Waived.** In the event that one or more of the DBP exceed the mg/L amount set forth in paragraph 4A(1) or (2) of this Agreement (the “Contractual DBP MCL”), the Purchaser shall not be obligated to purchase the minimum quantity of water set forth in paragraph 3 of this Agreement. Once the Seller meets these Contractual DBP MCL,

however, then the Purchaser shall be required to immediately resume purchasing the daily minimum quantity of water.

5. Operation of System.

A. Seller's System. The Seller shall at all times operate and maintain the Wax WTP in an efficient manner and shall take such action as may be reasonably necessary to perform its obligations under this Agreement. Temporary or partial failures to deliver water shall be remedied diligently with all practicable dispatch. The Seller shall immediately inform the Purchaser by telephone, by email, or by facsimile transmission of the nature and extent of such temporary or partial failures to deliver water. In the event of an extended shortage of water, or if the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to the Purchaser shall be reduced or diminished in the same proportion as the supply to the Seller's other customers is reduced or diminished. The Purchaser also agrees to take such steps as may be reasonably necessary to curtail water usage within its system in response to a shortage of water. During said

circumstances, the Seller will not hold the Purchaser to its minimum daily take.

B. Purchaser's System. The Purchaser shall at all times maintain and operate its water system in an efficient manner and shall take such action as may be reasonably necessary to perform its obligations under this Agreement. Temporary or partial failures to receive water shall be remedied diligently with all practicable dispatch. Emergency failures of the Purchaser's water system such as receiving transmission line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe shall excuse the Purchaser of its water quantity minimum provisions for such reasonable period of time as may be necessary to restore service. The Purchaser shall immediately inform the Seller by telephone, email, or facsimile transmission of the nature and extent of such temporary or partial failures to receive water.

6. Delivery Point. The Seller shall deliver the water to the Purchaser at a point of delivery located at the Wax WTP (the "Point of Delivery").

7. Metering Equipment. The Seller shall furnish, install, own, operate and maintain at its own expense the necessary metering equipment at the Wax WTP to reliably measure the quantity of water delivered to the Purchaser and shall test

such metering equipment once every year. The Seller shall provide a 24-hour notice to the Purchaser prior to conducting any meter tests, allow access to the metering site during testing, and submit test results to the appropriate official designated by the Purchaser. If the meter registers within the acceptable limits as identified by AWWA Standards, then it shall be deemed accurate. Previous readings of the meter deemed by test results to be inaccurate (registering outside of acceptable limits of AWWA Standards based upon type of meter) shall be adjusted for the six-month period previous to the test in accordance with the percentage of inaccuracy found by such test. Billings for the period shall be recalculated and the Purchaser's account credited or charged accordingly. If the meter fails to register usage for any period, the amount of water furnished during such period shall be estimated by any reasonable means agreeable to both Parties. The metering equipment shall be read on or about the 1st day of each month, or any other day mutually agreed upon. An appropriate official of the Purchaser shall have access to the master meter for the purpose of collecting usage data and verifying the master meter's readings.

8. Telemetry. In the event that the Purchaser desires to install, at its own expense, telemetry equipment at the Point of Delivery to enable it to remotely read the master meter, the Seller hereby consents to such installation where there is adequate space and where the telemetry equipment will not pose a safety hazard. The Purchaser is not obligated to install telemetry equipment, but if it elects to do

so, the Purchaser shall be responsible for the payment of all costs associated therewith. In addition, the Purchaser shall operate and maintain, at its own expense, the telemetry equipment. Ownership of the telemetry equipment shall remain vested in the Purchaser. The Purchaser shall not install telemetry equipment however, without first presenting a drawing or illustration of the proposed telemetry equipment to the Seller. The Seller shall then promptly review the proposed installation and determine whether there is adequate space at the Point of Delivery or if the telemetry equipment is likely to pose a safety hazard.

9. Billing and Payment Procedure. No later than the 10th day of each month, the Seller shall furnish to the Purchaser an itemized statement of the amount of water furnished to the Purchaser at the Point of Delivery during the preceding billing cycle and the cost thereof. The Purchaser shall pay those charges no later than the 20th day of each month.

10. Wholesale Rate. The wholesale rate to be charged to the Purchaser shall be the Seller's prevailing wholesale rate as shown on the Seller's Tariff on file with the PSC. The Seller's current wholesale rate is \$3.01 per 1,000 gallons.

11. Cost Based Rates. The Seller shall establish and adjust, from time to time, the wholesale rate based upon the Seller's actual cost of providing water service to its wholesale customers. Any changes to the Seller's wholesale rate must

be approved by the PSC before it can become effective. All the Seller's wholesale customers shall be charged the same wholesale rate.

12. Advance Notice of Rate Modification. The Seller shall notify the Purchaser in writing of any proposed rate adjustment or modification at least thirty (30) calendar days before it is to be adopted as the proposed rate to be submitted to the PSC for approval. This will enable the Purchaser to review and comment on the proposed rate before it is actually submitted to the PSC by the Seller.

13. Effective Date of Rate Modification. The effective date of any new wholesale rate shall be at least thirty (30) calendar days after the Seller files the proposed rate with the PSC for approval. This will provide the Purchaser sufficient time to adjust its retail rates accordingly.

14. Financial and Operational Information. Commencing with the June 30, 2026 fiscal year, and continuing annually thereafter during the term of this Agreement, the Seller shall provide the Purchaser with a copy of the Seller's Independent Auditor's Report within thirty (30) calendar days after it has been released. In addition, the Purchaser, its auditor, or other designated representative shall have the right, at its own expense, to examine, upon reasonable notice and during regular business hours, the Seller's financial records and operating reports concerning water sales, water expenditures, and line loss. Such examination shall be conducted in such a manner that it does not unduly disrupt the Seller's normal

office routine. The Seller reserves the right to limit such examination to one (1) examination per calendar year. The Seller's breach of the provisions of this paragraph shall be deemed to be a material breach of this Agreement.

15. PSC Review. The Parties acknowledge that this Agreement cannot become effective until it has been reviewed and accepted for filing by the PSC. The Seller shall file an executed copy of this Agreement with the PSC. The Purchaser pledges its assistance to help expedite the PSC review process.

16. Effective Date. The Parties acknowledge that, in order for this Agreement to become effective, the PSC must review this Agreement and accept it for filing. The Seller shall give written notice of the Effective Date to the Purchaser promptly after the PSC accepts the Agreement for filing.

17. Indemnification. Each Party shall be solely responsible for the construction, operation, and maintenance of its respective water system. Each Party, to the extent permitted by law, expressly agrees to indemnify, save harmless and defend the other Party against all claims, demands, costs, or expenses asserted by third parties and proximately caused by the negligence or willful misconduct of such indemnifying Party in connection with the construction, operation, and maintenance of its respective water system.

18. Notices. If at any time either Party desires or is required to give notice to the other Party pursuant to the terms of this Agreement, such notice shall be in

writing and shall be hand delivered or mailed by certified mail, return receipt requested. Notice shall be effective upon receipt. Notices shall be given to the Parties at the following addresses or such other place or other person as each Party shall designate by similar notice:

A. As to the Seller:
Green River Valley Water District
1180 East Main Street
P.O. Box 460
Horse Cave, KY 42749
Attention: Chairman

B. As to the Purchaser:
Grayson County Water district
21 Shull White Road
Leitchfield, KY 42754
Attention: Chairman

19. Response to Notices. At any time either Party desires or is required to respond to any notice given pursuant to paragraph 18 of this Agreement, such response shall be made in the same manner as prescribed by for notices in this Agreement and shall be given within thirty (30) calendar days after receipt of the notice unless otherwise provided in this Agreement.

20. Termination. Either Party may terminate this Agreement with twelve (12) months advance written notice to the other Party in the event of any of the following:

A. For the Purchaser to terminate:

- (1) Repeated failure of the Seller to meet water delivery requirements stated herein, except for failures related to the temporary interruptions described in paragraph 5 of this Agreement; or
- (2) Repeated failure of the Seller to meet the water quality requirements set forth in paragraph 4 of this Agreement or of the Kentucky Energy and Environment Cabinet, except for failures related to the temporary interruptions described in paragraph 5 of this Agreement; or
- (3) The PSC having entered a final Order which does not approve the Asset Purchase Agreement, and all its terms, between the Edmonson County Water District and the Purchaser; or
- (4) Final revocation of the Seller's authority to operate a water distribution system or the Wax WTP by one or more governmental agencies having jurisdiction over such matters.

B. For the Seller to terminate:

- (1) Final revocation of the Purchaser's authority to operate a water distribution system by one or more governmental agencies having jurisdiction over such matters; or
- (2) Multiple findings against the Purchaser by the Kentucky Energy and Environment Cabinet that the Purchaser has been classified

as a significant non-complier resulting in the Seller being in violation of any drinking water regulations; or

- (3) The PSC having entered a final Order which does not approve the Asset Purchase Agreement, and all its terms, between Edmonson County Water District and the Seller.

21. Regulatory Agencies. This Agreement is subject to such rules, regulations, or laws as may be applicable to similar agreements in the Commonwealth of Kentucky. The Parties shall collaborate in obtaining such permits, approvals, certificates or the like as may be required to comply therewith. Nothing in this Agreement, however, shall limit the Purchaser's right to contest future rate increases by the Seller at the PSC or court of competent jurisdiction.

22. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors. This Agreement shall not be assigned by either Party without the written consent of the other Party, which consent shall not be unreasonably withheld, unless such assignment or transfer is to a successor in the operation of its properties by reason of a merger, consolidation, sale or foreclosure where substantially all such properties are acquired by such a successor empowered by law and financially able to effect the purposes of this Agreement which it must assume and, thereafter, be exclusively

responsible for the performance of the terms of this Agreement to be performed by either Party hereunder.

23. Paragraph Headings. The descriptive headings of the various paragraphs of this Agreement have been inserted for convenience of reference only and shall in no way bind, modify, or restrict any of the terms and provisions hereof.

24. Entire Agreement; Severability. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Except as otherwise provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon either Party unless and until it is reduced to writing and signed by both Parties. Should any provision of this Agreement be declared to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless such invalid or unenforceable provisions substantially alter the benefits of the Agreement for either Party.

25. Interpretation. The Parties agree that both Parties have participated in the drafting and negotiation of this Agreement and this Agreement shall not be interpreted against either Party by virtue of having participated in such drafting and negotiation.

26. Non-Waiver. Any waiver at any time by any Party hereto of its rights with respect to the other Party or with respect to any matter arising in connection

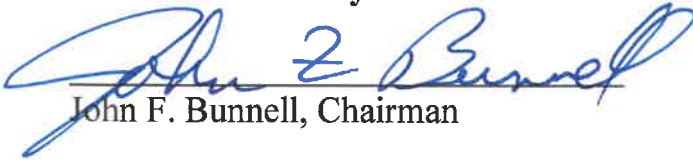
with this Agreement shall not be considered a waiver of any such rights or matters at any subsequent time.

27. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties hereto and their respective successors and assigns any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original.

SELLER:

Green River Valley Water District


John F. Bunnell, Chairman

Attest:


Adrian Gossett, Secretary

PURCHASER:

Grayson County Water District


Nancy Cain, Chairman

Attest:

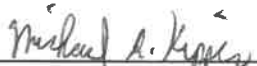

Michael Kipper, Secretary

Exhibit 17

Book Value of Property Being Acquired by USoA Account Numbers

**BOOK VALUE OF PROPERTY BEING ACQUIRED
FROM EDMONSON COUNTY WATER DISTRICT**

USoA Account Number	Asset Description	Book Value
303	Land & Land Rights	\$ 485,911
304	Structures & Improvements	\$ 597,511
306	Lake, River & Other Intakes	\$ 85,634
311	Pumping Equipment	\$ 192,035
320	Water Treatment Equipment	\$ 339,647
330	Distribution Reservoirs & Standpipes	\$ 211,283
331	Transmission & Distribution Mains	\$1,247,244
333	Services	\$ 124,272
334	Meters & Meter Installations	\$ 462,285
335	Hydrants	\$ 20,547
Total		\$3,766,369

Exhibit 18

Notification to State Local Debt Officer

Tina Frederick

From: Abney, Jefferson (DLG) <jefferson.abney@ky.gov>
Sent: Tuesday, October 28, 2025 12:45 PM
To: Tina Frederick
Subject: Re: Green River Valley Water District assumption of RD Bonds Notification of Intent



Thank you, Tina! I will send an acknowledgement letter soon.

Jefferson Abney, MPA

Local Government Advisor

Department for Local Government

(502) 892-3701

[DLG Website](#)

Connect on [LinkedIn](#)

100 Airport Rd, 3rd Floor, Frankfort, KY 40601



From: Tina Frederick <tina.frederick@skofirm.com>
Sent: Monday, October 27, 2025 10:03 PM
To: Abney, Jefferson (DLG) <jefferson.abney@ky.gov>
Subject: Green River Valley Water District assumption of RD Bonds Notification of Intent

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Dear Mr. Abney,

You and I have corresponded regarding this transaction a few times over the past few weeks. I thank you for your time and assistance.

As we have discussed, Stoll Keenon Ogden PLLC represents Green River Valley Water District (“GRVWD”) in its efforts to secure all necessary regulatory approvals for its assumption of certain debts owed by Edmonson County Water District (“Edmonson”) in exchange for the Wax Water Treatment Plant and Edmonson’s water transmission and distribution system in Hart County Kentucky. Below is a list of obligations GRVWD is seeking to assume; they are all RD Bonds:

Bond Issue	RD Loan Number	Original Principal Amount	Maturity	Interest Rate	Outstanding Principal Balance
2001A	99391-20	\$3,837,000	1/1/2041	3.25%	\$2,185,000

2010A	99393-35	\$ 570,000	1/1/2050	2.25%	\$ 434,000
2010B	99394-37	\$ 700,000	1/1/2050	2.25%	\$ 533,000
2013A	99395-39	\$ 504,000	1/1/2054	2.1250%	\$ 418,000
2019	99397-43	\$1,032,000	1/1/2060	1.50%	\$ 951,000
Note: Outstanding Principal Balances as of August 1, 2025 TOTAL:					\$4,521,000

In accordance with KRS 65.117(1), GRVWD hereby gives notice of its intent to assume these bonds and enter a long-term debt obligation with Rural Development. Attached is a completed Notification of Intent to Finance Form for each Bond Issuance, which contains specific information regarding the proposed long-term debt obligation. Also attached are payment schedules for each obligation, the Asset Purchase Agreement executed by GRVWD and Edmonson, and the latest Kentucky Public Service Commission Order approving rates to be charged by GRVWD. The Order on rates is being offered to support that GRVWD has adequate revenue to assume this debt.

I respectfully request that receipt of this electronic mail message and its attachment be acknowledged by separate email message.

Please contact me if there are any questions regarding the proposed long-term debt obligations or if you need any additional information.

Respectfully,
Tina C. Frederick

Tina Frederick | Direct: 859.231.3951
Attorney

From: Abney, Jefferson (DLG) <jefferson.abney@ky.gov>
Sent: Thursday, October 9, 2025 9:43 AM
To: Tina Frederick <tina.frederick@skofirm.com>
Subject: Re: Green River Valley Water District assumption of RD Bonds

Tina,

Our attorney got back with me this morning on his recommendations for the documents GRVWD need to submit. They will need to submit a notification of intent to finance for each individual bond they are assuming along with a debt service schedule/maturity schedule for each of them. If there are any other documents that may be useful or relevant to the bonds, they can also be included. Make sure you indicate on the notifications that GRVWD is assuming these bonds from another entity so we can record that they are no longer responsible for them.

Please let me know if you have any other questions or further clarification. I am happy to help.

Jefferson Abney, MPA
Local Government Advisor
Department for Local Government

 (502) 892-3701
 [DLG Website](#)

Page 1

**NOTIFICATION OF INTENT TO FINANCE
AND APPLICATION FOR DEBT APPROVAL**

Form # SLDO-1
Revised 1/1/2011

For DLG staff use only:

File # _____
Received _____

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under \$200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

Type of debt to be issued (must check one):	SLDO Approval Required	Complete Sections
<input type="checkbox"/> Short Term Borrowing - KRS 65.7701 et seq.	No	A, B, C
<input type="checkbox"/> Lease from \$200,000 - \$500,000 - KRS 65.940 et seq.	No	A, B, D
<input type="checkbox"/> Lease exceeding \$500,000 - KRS 65.940 et seq.	Yes (Counties only)	A, B, D
<input type="checkbox"/> General Obligation Bond - KRS Chapter 66	Yes (Counties only)	A, B, E
<input type="checkbox"/> Public Project Rev. Bond - KRS Chapter 58	No	A, B, E
<input type="checkbox"/> Public Project Rev. Bond w/Lease - KRS 66.310(2)	Yes (Counties only)	A, B, D, E
<input type="checkbox"/> Industrial Revenue Bond - KRS Chapter 103	Yes (All Borrowers)	A, B, F
<input type="checkbox"/> Other Bonds (True Revenue, Utility Assessment, TIF)	No	A, B, E

X Assumption of Bonded Debt of Edmonson County Water District

Section A - Borrower Information

Agency Name	Green River Valley Water District		
Governing Body	Green River Valley Water District Board of Commissioners		
Street Address	1180 East Main Street		
P.O. Box #	460	City	Horse Cave, Kentucky
County	Hart	Zip	42749
Authorized Official	John Bunnell, Chairman of the Board of Commissioners		

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in bold are mandatory.

Bond Issue 2001A - RD Loan Number 99391-20

Principle Amount:	\$3,837,000 (\$2,185,000 outstanding)	Date of Issue:	5-15-2002
Maturity Date(s):	January 1, 2041	Payment Schedule:	(must attach schedule)
Term:	40 year bond	Number of Renewal Periods:	
Interest Rate(s):	3.25%	Type of Interest (fixed or variable):	Fixed
Retirement Method:	Annual Principal Payment & Semi-Annual Interest Payments		
Lender's Name:	US Department of Agriculture acting through Rural Development (RD)		
Lender's Address:	771 Corporate Drive, Suite 200, Lexington, KY 40503		
Right of Termination:	None		
Termination Penalties:	None		
Prepayment Provisions:	District may prepay without penalty		
Trustee or Paying Agent:	None		
AOC Funded Percentage:	0.00		

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

Green River Valley Water District is acquiring the Hart County Assets and the Wax Water Treatment Plant of Edmonson County Water District. Under the transaction, Green River Valley will assume Edmonson's outstanding bonded indebtedness currently held by the U.S. Department of Agriculture. The consolidation will result in greater economies of sale and more efficient delivery of water service. The Bonds were originally issued by Edmonson to finance waterworks improvements.

Pledge of Taxes/Description:

Pledge of Revenue/Description: Revenues from Water operations pledged as security; Rates must produce 1.2X debt service plus O&M expenses (excluding depreciation).

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections): Attached is the most recent PSC Order concerning rates and the Water Purchase Contract with Grayson County Water District. Following acquisition of the Wax Water Treatment Plant from Edmonson, Green River Valley will sell water to Grayson county Water District, which will provide another revenue stream.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? Yes No

If No, explain what steps were taken to ensure adequate competition. Green River Valley District is assuming obligation to pay bonds as part of acquisition of Edmonson District's assets in Hart County. Bids were obtained for the original issue of bonds by Edmonson.

Required Attachments

- 1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Type of Lease : General Obligation Revenue

Is Lease Annually Renewable? Yes No

Does Agency seek approval without a hearing? Yes No Justification: Revenue Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

- 1. Minutes from the local public hearing
- 2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
- 3. Copy of lease
- 4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
- 5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Page 3

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:


Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) John Bunnell	Date: 10-27-2025
Title: Chair, Board of Commissioners	Signature: 

Mail to:
 Department for Local Government
 Attn: State Local Debt Officer
 1024 Capital Center Drive, Suite 340
 Frankfort, KY 40601

Fax to: 502-573-3712

91-20

EXHIBIT A

Re: \$3,837,000 Edmonson County Water District Water System Revenue Bonds, 2001 Series A, Numbered R-1; and \$276,000 Edmonson County Water District Water System Revenue Bonds, 2001 Series B, Numbered R-1

I. DESIGNATION OF BOND: Edmonson County Water District Water System Revenue Bond, 2001 Series A⁴

AMOUNT: \$3,837,000

CHARACTER: Single, non-negotiable Bond in fully registered form, payable to the United States of America, Department of Agriculture ("USDA"), as specifically provided in the Resolution adopted by the Commission of the District on March 12, 2001

DATE: As of date of delivery

DENOMINATION: \$3,837,000

PAYABLE AS TO PRINCIPAL IN ANNUAL INSTALLMENTS ON JANUARY 1 OF THE RESPECTIVE YEARS, AS FOLLOWS:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2004	\$ 52,500	2017	\$ 79,500	2030	\$ 121,000
2005	54,500	2018	82,500	2031	124,500
2006	56,000	2019	85,000	2032	129,000
2007	58,000	2020	87,500	2033	133,000
2008	59,500	2021	90,500	2034	137,000
2009	62,000	2022	93,500	2035	142,000
2010	63,500	2023	96,500	2036	146,000
2011	66,000	2024	99,500	2037	151,000
2012	68,000	2025	103,000	2038	156,000
2013	70,000	2026	106,000	2039	161,000
2014	72,500	2027	110,000	2040	166,500
2015	74,500	2028	113,000	2041	172,000
2016	77,500	2029	117,000		

INTEREST RATE: 3.25% per annum, payable semiannually on each January 1 and July 1, beginning July 1, 2002, to maturity of principal

Page 1

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

For DLG staff use only:

File # _____
Received _____

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under \$200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

✓ Type of debt to be issued (<u>must check one</u>):	SLDO Approval Required	Complete Sections
<input type="checkbox"/> Short Term Borrowing - KRS 65.7701 et seq.	No	A, B, C
<input type="checkbox"/> Lease from \$200,000 - \$500,000 - KRS 65.940 et seq.	No	A, B, D
<input type="checkbox"/> Lease exceeding \$500,000 - KRS 65.940 et seq.	Yes (Counties only)	A, B, D
<input type="checkbox"/> General Obligation Bond - KRS Chapter 66	Yes (Counties only)	A, B, E
<input type="checkbox"/> Public Project Rev. Bond - KRS Chapter 58	No	A, B, E
<input type="checkbox"/> Public Project Rev. Bond w/Lease - KRS 66.310(2)	Yes (Counties only)	A, B, D, E
<input type="checkbox"/> Industrial Revenue Bond - KRS Chapter 103	Yes (All Borrowers)	A, B, F
<input type="checkbox"/> Other Bonds (True Revenue, Utility Assessment, TIF)	No	A, B, E

X Assumption of Bonded Debt of Edmonson County Water District

Section A - Borrower Information

Agency Name	Green River Valley Water District		
Governing Body	Green River Valley Water District Board of Commissioners		
Street Address	1180 East Main Street		
P.O. Box #	460	City	Horse Cave, Kentucky
County	Hart	Zip	42749
Authorized Official	John Bunnell, Chairman of the Board of Commissioners		

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in **bold** are mandatory.

Bond Issue 2010A - RD Loan Number 99393-35

Principle Amount:	\$ 570,000 (\$ 434,000 outstanding)	Date of Issue:	12-15-2010
Maturity Date(s):	1/1/2050	Payment Schedule:	(must attach schedule)
Term:	40 year Bond	Number of Renewal Periods:	
Interest Rate(s):	2.25%	Type of Interest (fixed or variable):	Fixed
Retirement Method: Annual Principal Payment & Semi-Annual Interest Payments			
Lender's Name:	US Department of Agriculture acting through Rural Development (RD)		
Lender's Address:	771 Corporate Drive, Suite 200, Lexington, KY 40503		
Right of Termination:	None		
Termination Penalties:	None		
Prepayment Provisions:	District may prepay without penalty		
Trustee or Paying Agent:	None		
AOC Funded Percentage:	0.00		

Page 2

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

Green River Valley Water District is acquiring the Hart County Assets and the Wax Water Treatment Plant of Edmonson County Water District. Under the transaction, Green River Valley will assume Edmonson's outstanding bonded indebtedness currently held by the U.S. Department of Agriculture. The consolidation will result in greater economies of sale and more efficient delivery of water service. The Bonds were originally issued by Edmonson to finance waterworks improvements

Pledge of Taxes/Description:

Pledge of Revenue/Description: Revenues from Water operations pledged as security; Rates must produce L2X debt service plus O&M expenses (excluding depreciation).

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections): Attached is the most recent PSC Order concerning rates and the Water Purchase Contract with Grayson County Water District. Following acquisition of the Wax Water Treatment Plant from Edmonson, Green River Valley will sell water to Grayson county Water District, which will provide another revenue stream.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? Yes No

If No, explain what steps were taken to ensure adequate competition. Green River Valley District is assuming obligation to pay bonds as part of acquisition of Edmonson District's assets in Hart County. Bids were obtained for the original issue of bonds by Edmonson.

Required Attachments

- 1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Type of Lease : General Obligation Revenue

Is Lease Annually Renewable? Yes No

Does Agency seek approval without a hearing? Yes No Justification: Revenue Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

- 1. Minutes from the local public hearing
- 2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
- 3. Copy of lease
- 4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
- 5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Page 3

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:

.....
.....
.....

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:


Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) John Bunnell	Date: 10-27-2025
Title: Chair, Board of Commissioners	Signature: 

Mail to:
Department for Local Government
Attn: State Local Debt Officer
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Fax to: 502-573-3712

91-35

EXHIBIT A

DESIGNATION OF BOND:

Edmonson County Water District, Water System Revenue Bond, Taxable Series 2010A (Build America Bonds – Direct Payment to Issuer), Numbered R-1

AMOUNT:

\$570,000

CHARACTER:

Single, non-negotiable Bond in fully registered form, payable to the United States of America, Department of Agriculture (“USDA”), as provided in the Resolution adopted by the Water District on May 11, 2010

DATE:

As of date of delivery (December 15, 2010)

DENOMINATION:

\$570,000

PAYABLE AS TO PRINCIPAL IN ANNUAL INSTALLMENTS ON JANUARY 1 OF THE RESPECTIVE YEARS, AS FOLLOWS:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2013	\$ 9,000	2026	\$12,500	2039	\$17,500
2014	9,000	2027	13,000	2040	18,000
2015	9,500	2028	13,000	2041	18,500
2016	9,500	2029	13,500	2042	19,000
2017	10,000	2030	14,000	2043	19,500
2018	10,000	2031	14,000	2044	20,000
2019	10,500	2032	14,500	2045	20,500
2020	10,500	2033	15,000	2046	21,000
2021	11,000	2034	15,500	2047	21,500
2022	11,500	2035	16,000	2048	22,000
2023	11,500	2036	16,000	2049	22,500
2024	12,000	2037	16,500	2050	23,500
2025	12,000	3038	17,000		

INTEREST RATE (TAXABLE):

2.25% per annum (adjusted as approved by USDA), payable semiannually on each January 1 and July 1, beginning January 1, 2011, to maturity of principal

Page 1

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

For DLG staff use only:
File # _____
Received _____

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under \$200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

Type of debt to be issued (<u>must check one</u>):	SLDO Approval Required	Complete Sections
<input type="checkbox"/> Short Term Borrowing - KRS 65.7701 et seq.	No	A, B, C
<input type="checkbox"/> Lease from \$200,000 - \$500,000 - KRS 65.940 et seq.	No	A, B, D
<input type="checkbox"/> Lease exceeding \$500,000 - KRS 65.940 et seq.	Yes (Counties only)	A, B, D
<input type="checkbox"/> General Obligation Bond - KRS Chapter 66	Yes (Counties only)	A, B, E
<input type="checkbox"/> Public Project Rev. Bond - KRS Chapter 58	No	A, B, E
<input type="checkbox"/> Public Project Rev. Bond w/Lease - KRS 66.310(2)	Yes (Counties only)	A, B, D, E
<input type="checkbox"/> Industrial Revenue Bond - KRS Chapter 103	Yes (All Borrowers)	A, B, F
<input type="checkbox"/> Other Bonds (True Revenue, Utility Assessment, TIF)	No	A, B, E

X Assumption of Bonded Debt of Edmonson County Water District

Section A - Borrower Information

Agency Name	Green River Valley Water District		
Governing Body	Green River Valley Water District Board of Commissioners		
Street Address	1180 East Main Street		
P.O. Box #	460	City	Horse Cave, Kentucky
County	Hart	Zip	42749
Authorized Official	John Bunnell, Chairman of the Board of Commissioners		

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in **bold** are mandatory.

Bond Issue 2010B RD Loan Number 99394-37

Principle Amount: \$700,000 (\$533,000 outstanding)	Date of Issue: 11-24-2010
Maturity Date(s): 1/1/2050	Payment Schedule: (must attach schedule)
Term: 40 Year Bond	Number of Renewal Periods: 0
Interest Rate(s): 2.25%	Type of Interest (fixed or variable): Fixed
Retirement Method: Annual Principal Payment & Semi-Annual Interest Payments	
Lender's Name: US Department of Agriculture acting through Rural Development (RD)	
Lender's Address: 771 Corporate Drive, Suite 200, Lexington, KY 40503	
Right of Termination: None	
Termination Penalties: None	
Prepayment Provisions: District may prepay without penalty	
Trustee or Paying Agent: None	
AOC Funded Percentage:	0.00

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

Green River Valley Water District is acquiring the Hart County Assets and the Wax Water Treatment Plant of Edmonson County Water District. Under the transaction, Green River Valley will assume Edmonson's outstanding bonded indebtedness currently held by the U.S. Department of Agriculture. The consolidation will result in greater economies of sale and more efficient delivery of water service. The Bonds were originally issued by Edmonson to finance waterworks improvements

Pledge of Taxes/Description:

Pledge of Revenue/Description: Revenues from Water operations pledged as security; Rates must produce 1.2X debt service plus O&M expenses (excluding depreciation).

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections): Attached is the most recent PSC Order concerning rates and the Water Purchase Contract with Grayson County Water District. Following acquisition of the Wax Water Treatment Plant from Edmonson, Green River Valley will sell water to Grayson county Water District, which will provide another revenue stream.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? Yes No

If No, explain what steps were taken to ensure adequate competition. Green River Valley District is assuming obligation to pay bonds as part of acquisition of Edmonson District's assets in Hart County. Bids were obtained for the original issue of bonds by Edmonson.

Required Attachments

- 1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Type of Lease : General Obligation Revenue

Is Lease Annually Renewable? Yes No

Does Agency seek approval without a hearing? Yes No Justification: Revenue Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

- 1. Minutes from the local public hearing
- 2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
- 3. Copy of lease
- 4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
- 5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Page 3

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:

.....
.....
.....

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

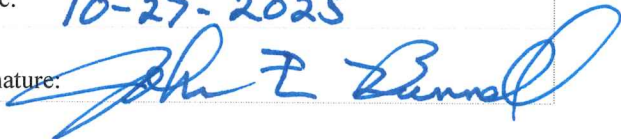
Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) John Bunnell	Date: 10-27-2025
Title: Chair, Board of Commissioners	Signature: 

Mail to:

Department for Local Government
Attn: State Local Debt Officer
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Fax to: 502-573-3712

EXHIBIT A

DESIGNATION OF BOND: Edmonson County Water District, Water System Revenue Bond, Taxable Series 2010B (Build America Bonds – Direct Payment to Issuer), Numbered R-1

AMOUNT: \$700,000

CHARACTER: Single, non-negotiable Bond in fully registered form, payable to the United States of America, Department of Agriculture (“USDA”), as provided in the Resolution adopted by the Water District on November 9, 2010

DATE: As of date of delivery (November 29, 2010)

DENOMINATION: \$700,000

PAYABLE AS TO PRINCIPAL IN ANNUAL INSTALLMENTS ON JANUARY 1 OF THE RESPECTIVE YEARS, AS FOLLOWS:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2013	\$11,000	2026	\$15,500	2039	\$21,500
2014	11,000	2027	16,000	2040	22,000
2015	11,500	2028	16,000	2041	22,500
2016	12,000	2029	16,500	2042	23,000
2017	12,000	2030	17,000	2043	24,000
2018	12,500	2031	17,500	2044	24,500
2019	13,000	2032	18,000	2045	25,000
2020	13,000	2033	18,500	2046	26,000
2021	13,500	2034	19,000	2047	26,500
2022	14,000	2035	19,500	2048	27,000
2023	14,000	2036	20,000	2049	28,000
2024	14,500	2037	20,500	2050	28,000
2025	15,000	3038	21,000		

INTEREST RATE (TAXABLE): 2.25% per annum (adjusted as approved by USDA), payable semiannually on each January 1 and July 1, beginning January 1, 2011, to maturity of principal

**NOTIFICATION OF INTENT TO FINANCE
AND APPLICATION FOR DEBT APPROVAL**

Form # SLDO-1
Revised 1/1/2011

For DLG staff use only:

File # _____
Received _____

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under \$200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

✓ **Type of debt to be issued (must check one):** **SLDO Approval Required** **Complete Sections**

<input type="checkbox"/> Short Term Borrowing - KRS 65.7701 et seq.	No	A, B, C
<input type="checkbox"/> Lease from \$200,000 - \$500,000 - KRS 65.940 et seq.	No	A, B, D
<input type="checkbox"/> Lease exceeding \$500,000 - KRS 65.940 et seq.	Yes (Counties only)	A, B, D
<input type="checkbox"/> General Obligation Bond - KRS Chapter 66	Yes (Counties only)	A, B, E
<input type="checkbox"/> Public Project Rev. Bond - KRS Chapter 58	No	A, B, E
<input type="checkbox"/> Public Project Rev. Bond w/Lease - KRS 66.310(2)	Yes (Counties only)	A, B, D, E
<input type="checkbox"/> Industrial Revenue Bond - KRS Chapter 103	Yes (All Borrowers)	A, B, F
<input type="checkbox"/> Other Bonds (True Revenue, Utility Assessment, TIF)	No	A, B, E

X Assumption of Bonded Debt of Edmonson County Water District

Section A - Borrower Information

Agency Name	Green River Valley Water District		
Governing Body	Green River Valley Water District Board of Commissioners		
Street Address	1180 East Main Street		
P.O. Box #	460	City	Horse Cave, Kentucky
County	Hart	Zip	42749
Authorized Official	John Bunnell, Chairman of the Board of Commissioners		

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in **bold** are mandatory.

Bond Issue 2013A RD Loan Number 99395-39

Principle Amount: \$504,000 (\$418,000 outstanding)	Date of Issue: 2-12-2015
Maturity Date(s): 1/1/2054	Payment Schedule: (must attach schedule)
Term: 40 Year Bond	Number of Renewal Periods: 0
Interest Rate(s): 2.1250%	Type of Interest (fixed or variable): Fixed
Retirement Method: Annual Principal Payment & Semi-Annual Interest Payments	
Lender's Name: US Department of Agriculture acting through Rural Development (RD)	
Lender's Address: 771 Corporate Drive, Suite 200, Lexington, KY 40503	
Right of Termination: None	
Termination Penalties: None	
Prepayment Provisions: District may prepay without penalty	
Trustee or Paying Agent: None	
AOC Funded Percentage:	0.00

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

Green River Valley Water District is acquiring the Hart County Assets and the Wax Water Treatment Plant of Edmonson County Water District. Under the transaction, Green River Valley will assume Edmonson's outstanding bonded indebtedness currently held by the U.S. Department of Agriculture. The consolidation will result in greater economies of scale and more efficient delivery of water service. The Bonds were originally issued by Edmonson to finance waterworks improvements

Pledge of Taxes/Description:

Pledge of Revenue/Description: Revenues from Water operations pledged as security; Rates must produce 1.2X debt service plus O&M expenses (excluding depreciation).

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections): Attached is the most recent PSC Order concerning rates and the Water Purchase Contract with Grayson County Water District. Following acquisition of the Wax Water Treatment Plant from Edmonson, Green River Valley will sell water to Grayson county Water District, which will provide another revenue stream.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? Yes No

If No, explain what steps were taken to ensure adequate competition. Green River Valley District is assuming obligation to pay bonds as part of acquisition of Edmonson District's assets in Hart County. Bids were obtained for the original issue of bonds by Edmonson.

Required Attachments

- 1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Type of Lease : General Obligation Revenue

Is Lease Annually Renewable? Yes No

Does Agency seek approval without a hearing? Yes No Justification: Revenue Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

- 1. Minutes from the local public hearing
- 2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
- 3. Copy of lease
- 4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
- 5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Page 3

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:

.....
.....
.....

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:


Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) John Bunnell	Date: 10-27-2025
Title: Chair, Board of Commissioners	Signature: 

Mail to:
Department for Local Government
Attn: State Local Debt Officer
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Fax to: 502-573-3712

RECEIPT FOR FULLY REGISTERED SERIES 2013A BOND

Dated February 12, 2015

I, the undersigned, a duly authorized official of the UNITED STATES DEPARTMENT OF AGRICULTURE, Rural Development (“USDA”), do hereby acknowledge that on February 12, 2015, I received from the Edmonson County Water District, Edmonson, Warren, Grayson and Hart Counties, Kentucky (the “District”), a certain single fully registered bond of the District following full payment for said bond by USDA pursuant to the terms and conditions of a loan from USDA to the District, said bond being more particularly identified as follows:

DESIGNATION OF BOND: Edmonson County Water District Water System Revenue Bond, Series 2013A, Numbered R-1

AMOUNT: \$504,000

CHARACTER: Single, non-negotiable Series 2013A Bond in fully registered form, payable to the United States Department of Agriculture, as specifically provided in a Resolution adopted by the Board of Commissioners of the District on July 23, 2014

DATE: As of date of delivery (February 12, 2015)

DENOMINATION: \$504,000

PAYABLE AS TO PRINCIPAL IN ANNUAL INSTALLMENTS ON JANUARY 1 OF THE RESPECTIVE YEARS, AS FOLLOWS:

<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>	<u>Year</u>	<u>Principal</u>
2017	\$ 9,000	2030	\$11,500	2043	\$15,000
2018	9,000	2031	12,000	2044	15,500
2019	9,000	2032	12,000	2045	16,000
2020	9,500	2033	12,500	2046	16,000
2021	9,500	2034	12,500	2047	16,500
2022	9,500	2035	13,000	2048	17,000
2023	10,000	2036	13,000	2049	17,000
2024	10,000	2037	13,500	2050	17,500
2025	10,500	2038	13,500	2051	18,000
2026	10,500	2039	14,000	2052	18,500
2027	11,000	2040	14,000	2053	18,500
2028	11,000	2041	14,500	2054	17,500
2029	11,500	2042	15,000		

Page 1

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1 Revised 1/1/2011

For DLG staff use only:

File # Received

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under \$200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

Type of debt to be issued (must check one): SLDO Approval Required Complete Sections

Table with 3 columns: Type of debt to be issued, SLDO Approval Required, Complete Sections. Rows include Short Term Borrowing, Lease from \$200,000 - \$500,000, Lease exceeding \$500,000, General Obligation Bond, Public Project Rev. Bond, etc.

X Assumption of Bonded Debt of Edmonson County Water District

Section A - Borrower Information

Agency Name: Green River Valley Water District
Governing Body: Green River Valley Water District Board of Commissioners
Street Address: 1180 East Main Street
P.O. Box #: 460 City: Horse Cave, Kentucky
County: Hart Zip: 42749
Authorized Official: John Bunnell, Chairman of the Board of Commissioners

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in bold are mandatory.

Bond Issue 2019 RD Loan Number 99397-43

Principle Amount: \$ 1,032,000 (\$951,000 outstanding) Date of Issue: 9-24-2020
Maturity Date(s): 1/1/2060 Payment Schedule: (must attach schedule)
Term: 40 year bond Number of Renewal Periods: 0
Interest Rate(s): 1.50% Type of Interest (fixed or variable): Fixed
Retirement Method: Annual Principal Payment & Semi-Annual Interest Payments
Lender's Name: US Department of Agriculture acting through Rural Development (RD)
Lender's Address: 771 Corporate Drive, Suite 200, Lexington, KY 40503
Right of Termination: None
Termination Penalties: None
Prepayment Provisions: District may prepay without penalty
Trustee or Paying Agent: None
AOC Funded Percentage: 0.00

Page 2

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

Green River Valley Water District is acquiring the Hart County Assets and the Wax Water Treatment Plant of Edmonson County Water District. Under the transaction, Green River Valley will assume Edmonson's outstanding bonded indebtedness currently held by the U.S. Department of Agriculture. The consolidation will result in greater economies of sale and more efficient delivery of water service. The Bonds were originally issued by Edmonson to finance waterworks improvements

Pledge of Taxes/Description:

Pledge of Revenue/Description: Revenues from Water operations pledged as security; Rates must produce 1.2X debt service plus O&M expenses (excluding depreciation).

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections): Attached is the most recent PSC Order concerning rates and the Water Purchase Contract with Grayson County Water District. Following acquisition of the Wax Water Treatment Plant from Edmonson, Green River Valley will sell water to Grayson county Water District, which will provide another revenue stream.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? Yes No

If No, explain what steps were taken to ensure adequate competition. Green River Valley District is assuming obligation to pay bonds as part of acquisition of Edmonson District's assets in Hart County. Bids were obtained for the original issue of bonds by Edmonson.

Required Attachments

- 1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Type of Lease : General Obligation Revenue

Is Lease Annually Renewable? Yes No

Does Agency seek approval without a hearing? Yes No Justification: Revenue Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

- 1. Minutes from the local public hearing
- 2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
- 3. Copy of lease
- 4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
- 5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Page 3

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? Yes No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

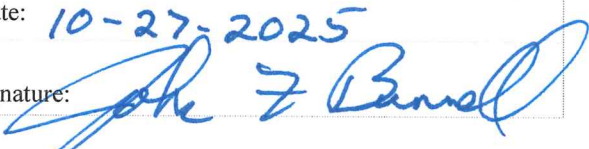
Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) John Bunnell	Date: 10-27-2025
Title: Chair, Board of Commissioners	Signature: 

Mail to:
Department for Local Government
Attn: State Local Debt Officer
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Fax to: 502-573-3712

91-43

EXHIBIT B

FORM OF SERIES 2019 BONDS

**UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
EDMONSON COUNTY WATER DISTRICT
WATER SYSTEM REVENUE BOND, SERIES 2019**

No. R-1

\$1,032,000

KNOW ALL MEN BY THESE PRESENTS:

That Edmonson County Water District (the "District"), acting by and through its Commission, a public body corporate created and existing pursuant to Chapter 74 of the Kentucky Revised Statutes and situated in Edmonson, Warren, Grayson, and Hart Counties, Kentucky, for value received, hereby promises to pay to the registered holder hereof, as hereinafter provided, solely from the special fund hereinafter identified, the sum of **ONE MILLION THIRTY-TWO THOUSAND DOLLARS AND NO CENTS (\$1,032,000)** on the first day of January in years and installments as follows:

Year	Principal	Year	Principal	Year	Principal
2022	\$20,000	2035	\$24,000	2048	\$29,000
2023	20,000	2036	24,000	2049	29,000
2024	20,000	2037	25,000	2050	30,000
2025	21,000	2038	25,000	2051	30,000
2026	21,000	2039	25,000	2052	31,000
2027	21,000	2040	26,000	2053	31,000
2028	22,000	2041	26,000	2054	32,000
2029	22,000	2042	27,000	2055	32,000
2030	22,000	2043	27,000	2056	33,000
2031	23,000	2044	27,000	2057	33,000
2032	23,000	2045	28,000	2058	34,000
2033	23,000	2046	28,000	2059	34,000
2034	24,000	2047	29,000	2060	31,000

without deduction for exchange or collection charges, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of debts due the United States of America, and in like manner, solely from said special fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, without deduction for exchange or collection charges and in like coin or currency, at the rate of one and one-half percent (1.50%) per annum, semiannually on the first day of January in each year hereafter until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable to the registered holder hereof at the address shown on the registration books of the District or, so long as the United States of America, Department of Agriculture, is the registered holder of this Bond, at the office or address as may be designated by said Department of Agriculture from time to time.

This Bond is the Bond in fully registered form representing a total authorized series of Bonds in the principal amount of \$1,032,000 issued by the District pursuant to the Constitution

Exhibit 19

Green River Valley District
Schedule of Certified Operators

Green River Valley Water District
Certified Water Treatment Plant Operators and
Certified Water Distribution System Operators

Water Treatment Plant Operators

<u>Employee</u>	<u>Certification</u>
Michael Peterson, Water Treatment Plant Manager	DW Treatment IVA DW Distribution IIA
James L. Nunn	DW Treatment IVA
Dustin C. Carroll	DW Treatment IVA
Matthew S. Murphy	DW Treatment IVA
Emily Hoffman	DW Treatment IVA
Christopher Jewell	DW Treatment IIA
Adrian Jordan	DW Treatment IIA
Lee Cain	DW Treatment IAD

Water Distribution System Operators

<u>Employee</u>	<u>Certification</u>
Andrew Tucker, General Manager	DW Distribution IV
Roddy L. Harper	DW Distribution IV
Anthony R. Thomas	DW Distribution III
Justin L. Smith	DW Distribution IV
Noah B. Slaughter	DW Distribution III
Kenneth A. Puckett	DW Distribution III
Aaron E. Boles	DW Distribution III
Jonathan Bishop	DW Distribution III
James M. Wilson	DW Distribution III
Morgan L. Christie	DW Distribution II WW Treatment III
Katara Reynolds	DW Distribution III
Mark Browning	DW Distribution II

Exhibit 20

Edmonson District Current Water Rates

AREA Entire Service Area

PSC KY NO. 1

4th SHEET NO. 17b

Edmonson County Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. 1

3rd SHEET NO. 17

RULES AND REGULATIONS

Monthly Water Rates

5/8- X 3/4-Inch Meter

First 1,500 Gallons \$18.18 Minimum Bill (I)
Over 1,500 Gallons 0.00857 Per Gallon (I)

1-Inch Meter

First 5,000 Gallons \$49.30 Minimum Bill (I)
Over 5,000 Gallons 0.00857 Per Gallon (I)

1 1/2-Inch Meter

First 10,000 Gallons \$93.32 Minimum Bill (I)
Over 10,000 Gallons 0.00857 Per Gallon (I)

2-Inch Meter

First 16,000 Gallons \$147.78 Minimum Bill (I)
Over 16,000 Gallons 0.00857 Per Gallon (I)

3-Inch Meter

First 30,000 Gallons \$289.59 Minimum Bill (I)
Over 30,000 Gallons 0.00857 Per Gallon (I)

4-Inch Meter

First 50,000 Gallons \$487.99 Minimum Bill (I)
Over 50,000 Gallons 0.00857 Per Gallon (I)

Wholesale Rate 0.00333 Per Gallon (I)

DATE OF ISSUE March 10, 2025
MONTH / DATE / YEAR

DATE EFFECTIVE March 10, 2025
MONTH / DATE / YEAR

ISSUED BY Kevin Shan
SIGNATURE OF OFFICER

TITLE General Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2024-00219 DATED March 10, 2025

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
3/10/2025
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Exhibit 21

Green River District Current Water Rates

AREA Barren, Green, Hart, Larue
and Metcalfe Counties, Kentucky

PSC KY NO. 1

4th Revised SHEET NO. 4

Green River Valley Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO. 1

3rd Revised SHEET NO. 4

A. Monthly Rates

5/8 x 3/4 Meter

First 2,000 Gallons	\$ 25.71 Minimum Bill	(I)
Next 8,000 Gallons	0.00691 Per Gallon	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

1-Inch Meter

First 5,000 Gallons	\$ 46.42 Minimum Bill	(I)
Next 5,000 Gallons	0.00691 Per Gallon	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

1.5-Inch Meter

First 10,000 Gallons	\$ 80.99 Minimum Bill	(I)
Next 20,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

2 Inch Meter

First 15,000 Gallons	\$ 110.42 Minimum Bill	(I)
Next 15,000 Gallons	0.00589 Per Gallon	(I)
Over 30,000 Gallons	0.00489 Per Gallon	(I)

Wholesale Rate	\$ 0.00301 Per Gallon	(I)
-----------------------	-----------------------	-----

DATE OF ISSUE January 12, 2024
MONTH / DATE / YEAR

DATE EFFECTIVE October 30, 2023
MONTH / DATE / YEAR

ISSUED BY /s/ Andrew Tucker
SIGNATURE OF OFFICER

TITLE General Manager

BY AUTHORITY OF ORDERS OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2023-00088 DATED 10/23/2023 and 12/04/2023

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE
10/30/2023
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Exhibit 22

Side-by-Side Comparison of Current Rates

CURRENT WATER RATES

5/8 x 3/4-Inch Meter

Usage (Gallons)	Edmonson	Green River
1,500	\$ 18.18 Minimum Bill	\$ 25.71 Minimum Bill
1,501 to 2,000	0.00857 Per Gallon	25.71 Minimum Bill
2,001 to 10,000	0.00857 Per Gallon	0.00691 per Gallon
10,001 to 30,000	0.00857 Per Gallon	0.00589 per Gallon
Over 30,000	0.00857 Per Gallon	0.00489 per Gallon

1. Edmonson District's minimum bill for a 5/8 x 3/4-inch meter is \$18.18 for the first 1,500 gallons.
2. Green River District's minimum bill for a 5/8 x 3/4-inch meter is \$25.71 for the first 2,000 gallons

1-Inch Meter

Usage (Gallons)	Edmonson	Green River
First 5,000	\$ 49.30 Minimum Bill	\$ 46.42 Minimum Bill
Next 5,000	0.00857 per Gallon	0.00691 per Gallon
Next 20,000	0.00857 per Gallon	0.00589 per Gallon
Over 30,000	0.00857 per Gallon	0.00489 per Gallon

1&1/2-Inch Meter*

Usage (Gallons)	Edmonson	Green River
First 10,000	\$ 93.32 Minimum Bill	\$ 80.99 Minimum Bill
Next 20,000	0.00857 per Gallon	0.00589 per Gallon
Over 30,000	0.00857 per Gallon	0.00489 per Gallon

*Green River District has a Commission approved rate for 1&1/2-inch meters but there are currently no meters of this size in Green River District's system. Edmonson District has no 1&1/2-inch meters in its Hart County System, but has a Commission approved rate for service through such meters.

CURRENT WATER RATES

2-Inch Meter

Usage (Gallons)	Edmonson	Green River
15,000 Gallons	\$ 147.78 Minimum Bill	\$ 110.42 Minimum Bill
15,001 to 16,000 Gallons	147.78 Minimum Bill	0.00589 per Gallon
16,001 to 30,000 Gallons	0.00857 per Gallon	0.00589 per Gallon
Over 30,000 Gallons	0.00857 per Gallon	0.00489 per Gallon

1. The minimum bill for Edmonson District's 2-inch meter is \$147.78 for the first 16,000 gallons.
2. The minimum bill for Green River District's 2-inch meter is \$110.42 for the first 15,000 gallons.

Wholesale Water Rates

Edmonson	\$ 0.00333 per Gallon
Green River	\$ 0.00301 per Gallon

Notes:

1. Edmonson District's rates were approved by the Commission in Case No. 2024-00219 and became effective March 10, 2025.
2. Green River District's rates were approved by the Commission in Case No. 2023-00088 and became effective October 30, 2023.

Exhibit 23

Bill Comparison Using
Edmonson and Green River District Current Rates

CURRENT RATE
WATER BILL COMPARISON

5/8 x 3/4-Inch Meter

Usage (Gallons)	Edmonson District	Green River District
1,500	\$ 18.18	\$ 25.71
2,000	22.47	25.71
2,500	26.76	29.17
3,000	31.05	32.62
3,500	35.34	36.08
4,000	39.63	39.53
4,500	43.92	42.99
5,000	48.21	46.44
5,500	52.50	49.90
6,000	56.79	53.35
7,000	65.36	60.26
8,000	73.93	67.17
9,000	82.50	74.08
10,000	91.07	80.99

Notes:

1. Edmonson District's minimum bill is **\$18.18** and includes the first **1,500 gallons**. These rates were approved by the Commission in Case No. 2024-00219 and became effective March 10, 2025.
2. Green River District's minimum bill is **\$25.71** and includes the first **2,000 gallons**. These rates were approved by the Commission in Case No. 2023-00088 and became effective October 30, 2023.

Exhibit 24

Verified Written Direct Testimony of
Andrew Tucker, General Manager
Green River Valley Water District

1 **Introduction**

2 **Q. Please state your name, business address, and position with Green River**
3 **Valley Water District.**

4 A. My name is Andrew Tucker. My business address is 1180 East Main Street,
5 Horse Cave, Kentucky 42749. I am the General Manager of Green River
6 Valley Water District. In my testimony I will refer to my employer as “Green
7 River District” or simply, “the District.”

8 **Q. How long have you been the General Manager of Green River Valley**
9 **Water District?**

10 A. I have been the General Manager of Green River District since July 2022.

11 **Professional Experience and Background**

12 **Q. Other than your work for Green River Valley Water District, what is your**
13 **vocational and professional background?**

14 A. I began my career by working in electrical service. I am a licensed electrician
15 and worked for Gerald’s Electric Inc. (“Gerald’s Electric”) in Cave City,
16 Kentucky from 2007 – 2020. Beginning in 2010, my work with Gerald’s
17 Electric became more of a part-time endeavor after I began work for Green
18 River District as a master electrician and Distribution System Manager in May
19 2010. In this role I oversaw the maintenance of the water storage tanks, pump
20 station, and telemetry system. I also managed the day-to-day work of the field

1 distribution system field employees. I held this position through January
2 2020.

3 In February 2020, I accepted the position as General Manager for
4 Green-Taylor Water District in Greenburg, Kentucky. I managed the utility
5 and oversaw several construction projects to expand service. In addition to
6 maintaining the distribution system, I supervised all employees, conducted
7 performance evaluations, developed the budget, and worked closely with local
8 government leaders as well as the water district's board of commissioners. I
9 held this position until I returned to Green River District as General Manager
10 in July 2022. Currently, I oversee the daily operations of the District as well
11 as working closely with our consulting engineers, the board of commissioners,
12 and local government.

13 In addition to my professional endeavors, I am active in our local
14 community. I am on the Board of Directors of Leadership Hart County and
15 the Hart County Planning Commission. I am also a past-president and current
16 member of the Horse Cave Rotary Club, and I take an active role in the Hart
17 County Repair Affair. This project involves many organizations in the
18 community coming together to make sure our less fortunate and elderly
19 neighbors get assistance with home repairs and wheelchair ramps to make
20 their lives a little easier. I am very invested in the success of Green River

1 District and in ensuring the District, as well as the community it serves, is
2 responsive to the needs of its citizens.

3 **Q. What is the purpose of your testimony?**

4 A. The purpose of my testimony is: (1) to explain why acquiring Edmonson
5 County Water District's ("Edmonson District") Hart County System and the
6 Wax Water Treatment Plant ("Wax WTP") is advantageous to Green River
7 District and its current customers, as well as the customers subject to the
8 transfer; (2) to illustrate that Green River District has the financial, technical,
9 and managerial ability to provide reasonable service to the customers of the
10 Hart County System without sacrificing reasonable service to its current
11 customers; and (3) to summarize the efforts Green River District has made to
12 address maintenance issues at the Wax WTP and the Hart County System
13 while operating the facilities under the Operating Agreement executed earlier
14 this year.

15 **Q. What do you mean by the "Hart County System?"**

16 A. In the context of my testimony, the "Hart County System" is the public water
17 system currently owned and operated by Edmonson District in Hart County,
18 Kentucky ("Hart County"), together with the assets owned by Edmonson
19 District and located in Hart County.

1 **Acquiring the Hart County System & Wax Water Treatment Plant**

2 **Q. Why is Green River Valley Water District seeking to acquire the Hart**
3 **County System and the Wax Water Treatment Plant?**

4 A. Edmonson District is interested in right-sizing its system and it makes perfect
5 sense for Green River District to acquire these assets. First, Green River
6 District has its headquarters in Hart County and currently serves customers in
7 rural Hart County. Green River District surrounds the Hart County System on
8 two sides. The Hart County System fits into Green River District’s system
9 footprint like the missing piece of a jigsaw puzzle. A map illustrating this has
10 been filed with the Application as Exhibit 3. The customers that Green River
11 District seeks to acquire by virtue of the proposed transfer are neighbors to
12 our current customers and to the District itself. Serving these customers
13 provides Green River District with added revenue from local water sales and
14 provides the customers with service from a water utility in their home county.

15 Second, the Wax WTP will provide Green River District with an
16 additional source of water to serve its current Hart County customers.
17 Likewise, the storage tanks being acquired will provide added water storage
18 to serve the area where many of Green River District’s customers reside. This
19 is very beneficial, especially during the high usage summer months. Finally,
20 acquiring the Wax WTP also enables Green River District to provide

1 wholesale water service to Grayson County Water District (“Grayson
2 District”), which is another source of revenue for Green River District.

3 **Additional Revenues Offset Additional Costs**

4 **Q. How will the transfer affect Green River District financially?**

5 A. I find it helpful to look at how this transaction will affect Green River
6 District’s monthly expenses and revenues when analyzing its overall financial
7 impact on the District. Green River District will be assuming approximately
8 \$4,521,000 in RD Water Bonds in the transfer. The annual debt service on
9 these bonds is approximately \$277,000. Expressed as a monthly amount this
10 debt service is approximately \$23,000 per month.¹ Green River District’s
11 payroll expense increased by approximately \$22,100 when it absorbed the
12 Wax WTP employees in July 2025 and began operating the Hart County
13 System and the Wax WTP. The Wax WTP purchased power expenses are
14 approximately \$7,325 per month and the chemical expense to operate the
15 plant is approximately \$13,000 per month. Therefore, the expense associated
16 with operating the Wax WTP and the Hart County System is approximately
17 **\$65,425** per month.²

¹ \$277,000

² \$23,000 + 22,100 + 7,325 + 13,000 = \$65,425.

1 Green River District has operated the Wax WTP and the Hart County
2 System for three months. The monthly retail revenues from the Hart County
3 System and the monthly wholesale revenue from sales to Grayson District
4 appear in the table below:

	Wholesale Monthly Sales	Retail Monthly Sales
August	\$ 4,923	\$ 106,191
September	\$ 20,247	\$ 88,157
October	\$ 17,042	\$ 87,815

Total Three-Month Sales: \$ 324,375

Average Monthly Sales: \$ 108,125

5 Because the average monthly revenue from operating the Hart County System
6 and the Wax WTP exceeds the expense of operating the system by **\$42,700**,³
7 the proposed transfer will have a positive effect on the District financially.
8 Additionally, there is potential for growth in the Hart County System. In the
9 three months that Green River District has operated the system, it has set 34
10 meters for new customers in this area.

11 **Financial, Technical, and Managerial Ability to Provide Reasonable Service**

12 **Q. Why do you believe Green River District has the financial, technical and**
13 **managerial ability to absorb the Hart County System and the Wax WTP**

³ \$108,125 - \$65,425 = \$42,700.

1 **into its system without endangering its ability to serve its current**
2 **customers?**

3 A. First, Green River District has an adequate number of certified water treatment
4 plant operators on staff to operate the Wax WTP in accordance with Kentucky
5 Division of Water (“DOW”) staffing regulations. This is important because In
6 June 2025, just prior to Green River District assuming operation of the Wax
7 WTP in July 2025, DOW conducted a Drinking Water Sanitary Survey and
8 noted a Significant Deficiency in the operation of the Wax WTP. The
9 deficiency was due to only one shift out of three being operated by a certified
10 operator.

11 Green River District currently has sufficient coverage to operate the
12 treatment plant for two 12-hour shifts each day staffed by a certified operator.
13 Additionally, one of Green River District’s Class IV operators lives within
14 minutes of the Wax WTP should any emergency arise. Attached to my
15 testimony as **Tucker-Attachment-1** is a copy of the August 14, 2025 letter
16 from DOW concerning the deficiency, the Sanitary Survey, and Green River
17 District’s response. The District has eight certified operators on staff,
18 including Michael Peterson, the Water Treatment Plant Manager.
19 Additionally, non-certified support staff currently working at the Wax WTP
20 and the Green River WTP have expressed an interest in becoming certified.

1 This is an indication that Green River District will continue to have adequate
2 certified staffing.

3 Second, Green River District has a stable workforce with long-term
4 employees occupying key roles. Green River District's bookkeeper has been
5 with the District in this role for 14 years. Green River District's office manager
6 has been with the District for nine years, the last five in her current position.
7 The District's Water Treatment Plant Manager has been in his position for
8 nearly five years. I worked for the District previously for nine years in my role
9 as the Distribution System Manager and Electrician and returned in 2022 as
10 the General Manager. It is important to avoid unnecessary turnover in these
11 key positions. A constant need to train new employees drains the resources of
12 a utility. Green River District has the advantage of an experienced, stable
13 group of core employees.

14 Finally, Green River District is financially stable. Its total revenues
15 increased six percent in FY 2025. The District has no problem meeting its
16 financial obligations and is in good standing with its suppliers and creditors.

1 **Summary of Maintenance Items Addressed**

2 **Q. What types of maintenance on the Wax WTP and the Hart County**
3 **System has Green River Valley District completed since assuming**
4 **operation of those facilities in July 2025?**

5 A. The District has concentrated its efforts on addressing items that appear to
6 have been deferred over a number of years. The intake in Nolin Lake that
7 supplies the treatment plant has been repaired and broken backwash valves
8 were replaced. This allows for proper cleaning of the treatment filters. The
9 clear wells have been washed inside and out, and security cameras have been
10 added at the water treatment plant. All SCADA systems have been updated.
11 The management team at Green River District, together with its consulting
12 engineer are of the opinion that if properly maintained, the Wax WTP can
13 continue to provide clean, safe, potable water to current and future customers
14 served by the system.

15 Additionally, a number of maintenance issues have been addressed in
16 the distribution system. The two Hart County System water storage tanks were
17 inspected and cleaned and Chemtrac chlorine analyzers have been added to
18 properly monitor chlorine levels as water flows throughout the distribution

1 system. Twelve flushing valves were added, and two fire hydrants have been
2 installed. These items assist the District in maintaining water quality.

3 **Interconnection of the Three Water District Systems**

4 **Q. In addition to entering into an Operating Agreement with Edmonson**
5 **District for the operation of the Wax WTP and the Hart County System,**
6 **and addressing the maintenance needs of the water treatment plant and**
7 **distribution system, what other action has Green River District taken to**
8 **prepare for the transfer of Hart County System and the Wax WTP?**

9 A. The management of all three districts believe it is vital for the systems to have
10 the capability to assist each other in the case of emergencies. Because this is
11 a priority for each system, we have installed metering equipment and two
12 emergency interconnections with Edmonson District. One is located on
13 Kentucky Highway 1015, otherwise known as Dog Creek Road, and the other
14 is on Kentucky Highway 1827, otherwise known as Cub Run Road. The
15 metering equipment at these emergency interconnections is capable of
16 measuring flow in either direction, so each system can provide water to the
17 other as needed.

18 **Q. Does this conclude your testimony?**

19 A. Yes, it does.

Tucker-Attachment-1

2025 Sanitary Survey-Wax Water Treatment Plant
&
Green River District's Response to Deficiency



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

KEVIN SHAW
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201
AI: 982 PWSID: KY0310114

RE: Drinking Water Sanitary Survey

August 14, 2025

Dear KEVIN SHAW:

The Division of Water conducted a Drinking Water Sanitary Survey (attached) of EDMONSON CO WATER DISTRICT on June 3, 4, 17 and 18, 2025. A Capacity Development assessment was done as part of the survey.

Significant Deficiency(ies) (A written response is due within 45 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Sep 28, 2025)

- The Wax Plant currently has one shift covered by a certified operator, but the remaining two shifts are not operated by a certified operator.

Non-significant Deficiency(ies) (A written response is due within 90 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Nov 12, 2025)

- Operation and Maintenance (O&M) Manuals must be up-to-date and reviewed annually.
- Inadequate chemical storage and containment in the chemical room and outside the chemical room at Brownsville Plant.
- Neither Brownsville nor Wax Plant are equipped with external audio and/or visual alarms at the chlorine room.
- The large Clearwell at Wax Plant does not have a lock on the hatch.
- None of the Clearwell's at Brownsville or Wax Plant have screens on the overflow pipes.
- The majority of tanks in the distribution system do not have screens on the overflow pipe. Storage tank sites, including Clearwell's, should be inspected and evaluated to ensure screens of appropriate size, according to ten state standards, are installed.
- System needs a documented procedure for issuing Consumer Advisories and Boil Water Advisories.

The Division recommends the following:

- System must report all sales in their Monthly Operating Reports (MORs).
- System has aspects of an Asset Management Plan, but a full program has not been implemented.
 - Environmental Protection Agency ([Asset Management Resources for States | US EPA](#)) and the Southwest Environmental Finance Center (<https---swefcamswitchboard.unm.edu-am-.url>) have useful information regarding asset management development and implementation.
- System needs to address Water Plant B (Wax WTP) operating at 107.5% GPM of its Rated Design Capacity.
- System should create a documented Capital Improvement Plan.
- Continue to address and remedy water loss throughout the system.

- System Emergency Response Plan should be up-to-date.
- The filter media at Brownsville Plant in Filters 1 and 2 have been replaced recently. The media in filters 3-5 should be evaluated and replaced when possible.
- Backflow prevention devices should be tested by a certified tester.
- Brownsville Plant should evaluate areas of need for backflow prevention.
- The chlorine scales at Brownsville plant are not currently in working condition.
- Neither Treatment Plant is calculating CT's regularly.
- Both Treatment Plant's should add SOP's to the O&M manual for sample collection, analysis, and reporting.
- Recommend creating a documented valve exercise program.
- Recommend inspecting storage tank locations for tree and vegetation growth problems.
- Recommend inspecting tank sites to ensure access ladders are secured.
- Recommend storage tank sites be fenced for security.

Assistance with the "Managerial and Financial Assessment" section of the sanitary survey for EDMONSON CO WATER DISTRICT can be obtained by contacting Casey Greer at 502-782-4683 or casey.greer@ky.gov.

If you have any questions regarding the "Technical Inspection" portion, contact Justin Spears at 502-782-5755 or justin.spears@ky.gov.

All deficiency responses should be sent to the attention of Charles J Bailey, Drinking Water Branch, Division of Water, 2751 Campbellsville Rd, Columbia, KY 42728 or by email to cj.bailey@ky.gov.

Sincerely,



Charles J Bailey
Technical Assistant Section
Drinking Water Branch
Division of Water

Failure to respond to this letter will result in a notice of violation.

Drinking Water Sanitary Survey

TECHNICAL INSPECTION OF SURFACE WATER PLANT AND DISTRIBUTION SYSTEM OPERATIONS

Water Treatment Plant B: Wax WTP

PWS ID: KY0310114

Agency Interest Number: 982

AI Name: EDMONSON CO WATER DISTRICT

County: EDMONSON

WTP Latitude: 37.34259 **WTP Longitude:** -86.12611

CIN20250003

Plant Inspection Dates: June 17, 2025 through June 18, 2025

TREATMENT PROCESS SUMMARY

Primary Source: Nolin Lake		Maximum Pumping Rate: 680
Secondary Source:		Filter Design Rate (gpm/ft ²): 5
Pre-sedimentation Size: 50,000 gallons	Aeration: 1) 2)	
Sedimentation (Primary): Pulsator/SuperPulsator	Filter (Primary): High Rate with Mixed Media	
Sedimentation 2: 1)	Filter 2 (if 2 different filter types): 1)	
Total Clear Well Size (gallons): 275,000	Total Distribution Storage Capacity (gallons): 1.1445	
Does each component of the WTP meet 10 State Standards or has each been approved by the Division of Water?		Yes

COMMENTS:

Pre-sedimentation basin provides contact time with Sodium Permanganate.

CHEMICALS SUMMARY

Pre-Disinfection/Treatment: 1) Sodium Permanganate 2) Chlorine Gas	Primary Coagulant: Polyaluminum Chloride
Post-Disinfection: 1) Chlorine Gas 2)	Secondary Coagulant (Name): Polymer
Filter Aid Name:	Corrosion Control:
Taste and Odor: Activated Carbon/Powder	Softening:
Iron and Manganese Removal: Sodium Permanganate	Fluoride Supplement: Hydrofluosilicic Acid

COMMENTS:

Blended phosphate is 65% poly and 35% ortho. Carbon is now being fed year-round. Switched from Potassium to Sodium Permanganate in October, 2024.

SOURCE

SOURCE NAME	WATER WITHDRAWAL NUMBER	PERMITTED AMOUNT (MGD)	IS CAPACITY ADEQUATE?	ARE THERE WATER QUALITY ISSUES?
Nolin Lake	1279	1	Yes	No
Upstream land uses: <ul style="list-style-type: none"> Farmland Logging Oil and Gas Recreation Residential 			Upstream discharges within 5 miles: <ul style="list-style-type: none"> Farmland Logging Oil and Gas Recreation Residential 	
Is there a source water protection plan in place? (Call ADD if no one at plant knows.)				No
Are there any sources of Cryptosporidium in the watershed?				Yes
Describe the sources: Ag				
Is the system drought-vulnerable? (Has the system ever been on water conservation or dealt with a dwindling water source during warm weather?)				No
<i>Does the system perform both source and finished water quality monitoring as required?</i>				Yes
What type of water quality monitoring is done on the source water: <ul style="list-style-type: none"> Alkalinity Hardness Iron Manganese pH Temperature Turbidity 				
If multiple sources are available, is the one in use the "best" in terms of both water quality and quantity?				
Are there any factors that have limited the capacity of raw water source(s) with in the last 10 years?				No
Are there any unaddressed factors that have reduced the quality of raw water source(s) in the last 10 years?				No
If the quality of the raw water source(s) has been reduced within the past 10 years, have the contributing factors already been successfully addressed?				
Are there any unaddressed factors that have limited the water available for purchase from contracted source(s) in the last 10 years?				
No				
COMMENTS:				
System was unsure if there was a Source Water Protection Plan and ADD was not able to provide one.				

INTAKE STRUCTURE							
LOCATION			TYPE	# of INLETS	SCREEN GRID SIZE (in)	IS FLOODING A PROBLEM?	IS SILT BUILD-UP A PROBLEM?
ROAD/AREA	LAT	LONG					
Nolin Lake	37.3422	-86.1261	Fixed	3	0.2	No	Yes

Number of raw water mains: 1 which are: Pumped

Is raw water flow measured? No

List any chemicals fed at the source: Sodium Permanganate

If source is a reservoir, is it aerated?

List depths of intake levels (normal pool): 509, 495, 488

Screens are: Stationary

Is screen clogging a problem? Yes
How are screens cleaned? air blowoff

Are Zebra mussels a problem? No

How often are the submerged portions of the intake inspected? Annually

When was the date of the last inspection? January 6, 2025

COMMENTS:

Silt issues occur especially during winter pool. System is currently installing a new screen & grid system to use with their air system to push through on the bottom two intakes. There are two transmission lines running from the raw water pump house towards the plant. The two lines run into one line as it reaches the plant. Sodium Permanganate is then fed into the line and the water goes into the Pre-Sedimentation basin.

TREATMENT

PRE-SEDIMENTATION			
CAPACITY (gallons)	FLEXIBILITY TO BYPASS	CHEMICAL FEED CAPABILITY	LIST CHEMICALS FED
50,000	Yes	Yes	Sodium Permanganate

Are treatment chemicals fed at the inlet to the pre-sedimentation basin? Yes
The chemical is fed All the time

Is algae growth a problem? No

How often are the pre-sedimentation basin(s) cleaned? rarely

COMMENTS:

RAPID MIX			
TYPE	NUMBER	VOLUME (gallons)	PHYSICAL CONDITION
Mechanical Mixer	1	2,214	Good

List chemicals in the order they are fed at the rapid mix: Coagulant and Polymer. Carbon fed after the flash mix

Is adequate mixing of chemicals taking place?	Yes
Are there flow splits after the rapid mix?	Yes
Is the flow distribution even?	Yes

COMMENTS:

Water leaves flashmix and flows evenly into two pipes that go to each clarifier/pulsator

SEDIMENTATION BASINS					
TYPE	TRAINS / STAGES	VOLUME (gallons)	SQ. FT. AREA PER BASIN	% WITH TUBE SETTLERS	PHYSICAL CONDITION
Pulsator/SuperPulsator	2/ Single	35,000		0	Good

List any chemicals fed in the sedimentation process: Carbon fed post flashmix

What is the sedimentation turbidity goal? <u>< 1 NTU</u>	
Where is this sample taken? TOF	
gpm/ft ²	
If system has an Actiflo process, what is the rise rate?	
How often are the basins cleaned? twice per year	
How often is sludge removed from the basins? hourly	
Sludge removal is: <ul style="list-style-type: none"> Mechanical 	
What was the sludge depth at the time of this inspection?	
What was the settled water turbidity at the time of this inspection? <u>1.2</u>	
Is there evidence of short-circuiting (flow or density currents)?	No
Is baffling present in the basins?	Yes
Describe the baffling: <u>plate settlers</u>	
If multiple sedimentation basins, describe the piping from the basins to the filters: <u>both basins run into a single pipe that goes to filters</u>	
Is there evidence of floc carryover to the filters?	Yes

COMMENTS:

Plate settlers cleaned in fall of 2024. Floc carryover is a persistent problem.

FILTERS							
Total Number of Filters: <u>2</u>							
<i>Plant flow rate divided by total square footage of filters in service at the time of inspection.</i>							
TYPE	MEDIA TYPE	FILTER RATE (at ins p)	FILTER CONTROL	SURFACE WASH TYPE	FILTER TO WASTE	FILTER AREA	PHYSICAL CONDITION
High Rate with Mixed Media		3.5 gpm/ft ²	None	Rotary	Yes	90	Good

List any chemicals fed in the filtration process:	
What is the filtered water turbidity goal?	< 0.05 NTU
Does this apply to the combined filter effluent?	Yes
To individual filter effluents?	Yes
What criteria are used for filter backwash?	turbidity and loss of head
What is the backwash rate in gallons per minute?	<u>1,950 gpm</u>
Is filter backwash rate ramped up and down?	Yes
Is backwash flow rate measured?	No
Are filters ever bumped?	No
Is air scouring used?	No
What was the combined filter effluent turbidity at time of inspection?	0.087
Are individual filters monitored for turbidity	Yes
Are the IFE turbidimeters calibrated per the manufacturer's instructions? (inspect documentation)	Yes
Is this turbidity continuously recorded?	Yes
Can this data be retrieved in usable form from storage (tape or CDs)?	Yes
Is filter to waste (rewash) present?	Yes
Is it used?	Yes
Can turbidity be measured while filtering to waste?	Yes
Are flows adjusted on remaining in-service filters during a backwash?	No
COMMENTS:	
There is no actuator present on filter influent lines, so influent water coming to filters cannot be stopped, even during backwash cycle. There is some corrosion on the inside of the filter walls near the top. New surface wash actuators are being planned for installation. There is a considerable amount of rust/corrosion in the pipe gallery.	

RESIDUALS HANDLING	
What percent of plant production is used for in-plant processes (backwash, chemical feed, sanitary)?	<u>5%</u>
How are spent backwash water and other liquid residuals handled?	backwash basin
If applicable, is the spent backwash holding tank/lagoon volume adequate?	Yes
Does the plant discharge water from this tank/lagoon back to a body of water?	Yes
Does the plant have a KPDES discharge permit?	Yes
Permit number: KY0109690	
Is the discharge meeting permit requirements?	Yes
Is the discharge point upstream of the intake?	Yes
If yes, how far upstream is the discharge point from the intake?	Very near the intake on the lake.
Is spent backwash water recycled?	No
How are solid residuals handled?	
COMMENTS:	
Accumulated sludge in backwash basin will be pumped through a grit removal system into old lagoon to dry. Old lagoon onsite has been excavated and will soon be available to accept solids.	

CHEMICAL FEED EQUIPMENT				
CHEMICAL NAME	PURPOSE	FEEDER TYPE	FEED POINT	NUMBER & CONDITION
Polyaluminum Chloride	<ul style="list-style-type: none"> Coagulation 	Peristaltic	Quick/Flash Mix	1 Good
Sodium Permanganate	<ul style="list-style-type: none"> Iron Removal Manganese Removal 	Peristaltic	Pre-Sedimentation	1 Good
Polyphosphate	<ul style="list-style-type: none"> Corrosion Control Sequestering 	Metering Pump	Pre-Clearwell/Bladder Tank	1 Good
Powdered Activated Carbon	<ul style="list-style-type: none"> Taste/Odor Control 	Volumetric	Quick/Flash Mix	1 Good
Hydrofluosilicic Acid	<ul style="list-style-type: none"> Dental Health 	Peristaltic	Pre-Clearwell/Bladder Tank	1 Good

How are chemical feeders calibrated?	time measurement into graduated cylinder
How often are chemical feeders calibrated?	every two weeks
Are chemical dosages calculated?	Yes
How often are dosages calculated?	<u>pounds/day calculation</u>
Are chemicals NSF or United Laboratories certified and approved by DOW prior to use?	Yes
Do the bulk liquid feed systems have day tanks?	No
Are there at least two feeders provided for essential processes (such as coagulation and disinfection)?	Yes
Are spare parts available?	Yes
Is there enough storage for at least a 30-day supply of chemicals used?	No
Are there containment areas around the chemicals in case of spills or leaks?	No
Are in-plant water supplies protected from backflow (cross connections)?	Yes
Does a certified tester test backflow prevention devices?	No

COMMENTS:

All chemical feed pumps have been replaced within the past year. There is normally not enough storage of coagulant on-hand for a 30 day supply. The chemical containers lack containment. A backflow prevention device was recently installed at the plant, but has not yet been tested by a certified tester.

GAS CHLORINE SAFETY	
Is the chlorine room enclosed and separate from other operating areas?	Yes
Is there a working exhaust fan in the chlorine room?	Yes
Does it provide one complete air change per minute?	Yes
Does it exhaust from floor level?	Yes
Is intake air near the ceiling?	Yes
Is there an external audible and visual alarm?	No
Are switches located outside the chlorine room?	Yes
Are chlorine tanks secured?	Yes
Are the scales operational?	Yes

Is automatic switchover of chlorine cylinders provided?	Yes
Is there a shatterproof viewing window in chlorine room?	No
Is there a crash bar on the door of the chlorine room?	Yes
Does the door open out and to the exterior of the building? Yes	
Is there a SCBA unit meeting NIOSH standards outside the chlorine room?	Yes
Are personnel trained to use the SCBA? No	
Is the "buddy system" practiced when changing or moving chlorine cylinders?	Yes
Is leak detection provided?	Yes
Is ammonia available for chlorine leak detection?	Yes
Is there a chlorine tank repair kit?	Yes
Are personnel trained and certified to use the kits?	No

COMMENTS:

The chlorine leak detection alarm does not provide audible or visual alerts outside the room. There is a window opening in the back of the room from the chemical storage area, but the window is covered by chemical storage tanks.

DISINFECTION			
TYPE	APPLICATION POINT	REDUNDANCY AVAILABLE	FEEDER TYPE
Chlorine Gas	Quick/Flash Mix	Yes	Chlorinator
Chlorine Gas	Pre-Clearwell/Bladder Tank	Yes	Chlorinator

What is the means used to measure disinfectant chemical usage?	scales
How is the disinfectant residual monitored?	Chemtrac and benchtop
Is there an on-line, recording chlorine analyzer on the plant tap (for systems serving >3,300)?	Yes
Are C-Ts calculated daily?	No

COMMENTS:

Spare chlorinator is available.

CLEARWELLS			
VOLUME	BAFFLING TYPE	DISINFECTANT RESIDUAL	
		TOTAL	FREE
100,000 Gallons	Unbaffled (0.1)		
175,000 Gallons	Unbaffled (0.1)	2.02	1.67

List chemicals in the order in which they are fed into the clearwell: phosphate, chlorine, and HFS	
Multiple clearwells are:	In series
Are hatches secured?	No
Are vents screened?	Yes

How often are clear wells cleaned? Rarely

COMMENTS:
 Clearwells are used in series, but valves are in place to separate them if needed. Neither of the clearwells had screens on the overflow pipe. The large clearwell did not have a lock on the hatch.

WATER PLANT PUMPS (Low service/raw water, high service/finished water and backwash)					
FLOW STREAM	LOCATION	NUMBER OF PUMPS	CAPACITY (gpm)	PUMP TYPE	FLOW CONTROL METHOD
Backwash Water	Clearwell	1	1,900	Vertical Turbine	Manual
Finished Water	Clearwell	2	700 700	Vertical Turbine	Manual
Primary Raw Water	Intake	2	800 800	Vertical Turbine	Manual

Are documented maintenance and pumping records maintained for all distribution pumping stations? (minimum of pump run times, pump testing, maintenance log) No

Do all pumping facilities have the ability to meet demand with one pump out of service during peak demand? **Yes**

COMMENTS:
 System is about to begin a monthly inspection and maintenance schedule for distribution pump stations.

WATER PLANT ON-LINE INSTRUMENTATION			
TYPE	FLOW STREAM (Location)	MANUFACTURER	LAST CALIBRATION DATE
Chlorine	Tap	Chemtrac HydroAct	April 22, 2025
Turbidity	Individual Filter Effluent	Hach 5300 SC	April 22, 2025
Turbidity	Combined Filter Effluent	Hach 5300 SC	April 22, 2025

COMMENTS:
 On-line instrumentation calibrated by Labtronix every quarter. New on-line turbidimeters have recently been installed for individual filter and combined filter turbidity.

LABORATORY (PLANT)			
PARAMETERS TESTED	FREQUENCY	EQUIPMENT USED	CALIBRATION METHOD
Chlorine	twice per day	Hach DR3900	Labtronix
Turbidity	Twice per day	Hach TU5200	Labtronix
pH / Temp	twice per day	Hach HQ411d	three-point calibration
Hardness / Alkalinity	twice per day	Titration	
Iron / Manganese	Twice per day	Hach DR3900	Labtronix
Phosphate	Twice per day	Hach DR3900	Labtronix
Fluoride	Twice per day	Hach DR3900	Labtronix

Is laboratory space and lighting adequate?	Yes
Are analyses conducted according to approved EPA methods?	Yes
Does the lab have SOPs for sample collection, analysis, and reporting?	No
Are daily log sheets used to record day-to-day operations, testing, etc?	Yes
Daily log sheets are: Hand-Written	
COMMENTS:	

IN-PLANT SAMPLING (for example, top and bottom of filters)				
SITE	CHLORINE (mg/L)		pH	TURBIDITY (NTU)
	FREE	TOTAL		
RAW				9.66
TAP	1.67	2.02	7.29	
CFE	0.32	0.6		0.21
TOF				0.74
COMMENTS:				
During the inspection, divers were working at the raw water intakes and the plant had to be shut down for a period of time. Some of the instrumentation readings may have been affected by this.				

DISTRIBUTION SYSTEM	
Does the system have standard specifications for design and construction of the distribution system?	Yes
Does the system prohibit new connections where pressure on the discharge side of the meter will be <30 psi?	Yes
Is the system able to meet minimum pressure requirements of DOW and/or other regulating authority?	Yes
Does the system have a documented leak detection program?	No
Does the distribution system have a sufficient number of valves to isolate portions of the system (for leak detection, maintenance, etc.)?	Yes
If there are separate distribution system areas, are they interconnected with each other?	No
How many separate areas are there? <u>2</u>	

What prevents these systems from being interconnected? <u>Brownsville and Wax system separated by valve that is sometimes open but not always</u>	
How many pressure zones are there? <u>19</u>	
What is the range of distribution pressures? <u>31-210</u>	
Do any distribution areas require reduced pressure valves?	Yes
What piping materials are included in the distribution system? <u>PVC, AC, DI</u>	
Does the system have a program for flushing water mains?	Yes
Describe the process for sterilizing new mains/main breaks: <u>AWWA</u>	
What types of on-line instrumentation are located at booster or pump stations and tanks? <u>Telemetry and Intrusion Alarms</u>	
Does the system have a documented program for exercising distribution system valves?	No
Does the system have a documented program for regular testing of water meters including raw water, distributed and customer?	Yes
Is there a water meter replacement program?	Yes
Are there main break/emergency notification procedures?	Yes
Does the system have a documented procedure for issuing a boil water advisory and a consumer advisory? The procedure shall identify when (how soon after the occurrence) and how the system shall notify the affected health department, to whom that notification shall be made both during and after normal business hours, and procedures for issuing the advisory to the public. The public notification shall include instructions for the public (including how to properly boil water) and an explanation of steps being taken to correct the problem.	No
Describe how the decision is made to issue a Boil Water Advisory: <u>System pressure and chlorine concentration</u>	
Does the system have a cross-connection control program?	Yes
Is the cross-connection control program documented in writing?	Yes
Does a certified tester test the backflow prevention devices on a regular basis?	No
Has a calibrated hydraulic model been developed for the system?	Yes
COMMENTS:	
Brownsville plant and Wax plant basically have separate distribution systems. System has recently created a water quality position to flush lines, check chlorine residuals, and sample for BacT's. New water mains are contracted. Some of the pump stations have pressure and flow meters, but not all. System has a licensed residential meter tester and an inhouse test bench. System uses a one-call system and social media for public notification.	

DISTRIBUTION STORAGE FACILITIES									
LOCATION			VOLUME (gallons)	TANK TYPE	OVERFLOW		LAST CLEANED/INSPECTED	TELEME-TRY	% TURNOVER (Per Day)
ROAD/AREA	LAT.	LONG.			SCREEN/FLAPPER	>10' FROM TANK			
river hill	37.2053	-86.2819	150,000	Elevated	Yes	Yes	January 1, 2024	Yes	
lindseyville	37.2435	-86.282	500,000	Elevated	Yes	Yes	January 1, 2024	Yes	
windyville	37.2137	-86.3002	100,000	Elevated	No	Yes	January 1, 2024	Yes	
perry	37.1889	-86.2489	500,000	Ground	No	Yes	January 1, 2024	Yes	
perry #2	37.1889	-86.2489	1,000,000	Ground	No	Yes	January 1, 2024	Yes	

hwy 101	37.1012	-86.2306	250,000	Elevated	Yes	Yes	January 1, 2024	Yes	
industrial park	37.0878	-86.0769	300,000	Elevated	No	Yes	January 1, 2024	Yes	
wingfield	37.1216	-86.3131	100,000	Elevated	No	Yes	January 1, 2024	Yes	
cedar springs	37.1125	-86.1488	50,000	Elevated	No	Yes	January 1, 2024	Yes	
Howell	37.3613	-86.1396	100,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Hwy 88	37.3589	-86.1345	400,000	Ground	No	Yes	January 1, 2024	Yes	
Cub Run	37.3165	-86.0553	200,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Lincoln	37.257	-86.1383	200,000	Standpipe	No	Yes	January 1, 2024	Yes	
Nolin Estates	37.3601	-86.1598	120,000	Standpipe	No	Yes	January 1, 2024	Yes	
Kessinger	37.3089	-85.9547	150,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia 1	37.4096	-86.227	100,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia	37.3601	-86.227	125,000	Standpipe	Yes	Yes	January 1, 2024	Yes	

Are all storage tanks professionally inspected at least every 5 years (including interior, coating systems, & piping)? Yes

How often are tanks: INSPECTED every 5 years and CLEANED as needed?

Are all storage tanks and water plants equipped with hatches, covers, screens, vandal guards and locks and all tank sites fenced for security? No

Are all hatches, screens, and overflows on the storage tanks checked at least monthly? No

Is there corrosion protection in the tanks? No

COMMENTS:

All storage tanks were inspected in 2024. The majority of the storage tanks in the system do not have screens. Howell tank has been rehabed recently. Lindseyville tank has just been rehabed and was about to be put back into service at the time of inspection. Industrial Park tank was being prepared for rehab at the time of inspection. Industrial Park tank overflow pipe was not accessible due to overgrown vegetation. River Hill, Perry 2, Cedar Springs, and Lincoln Tanks had trees/vegetation near the tank in vertical plane. Several tanks had access ladders that were not secured. The three clearwell overflow pipes at Brownsville and Wax Plants had no screens.

DISTRIBUTION BOOSTER PUMPS AND/OR BOOSTER DISINFECTION FACILITIES								
LOCATION			PUMP or DISINFECTION	NUMBER of PUMPS	PUMP CAPACITIES (gpm)	DISINFECTION TYPE	AUXILIARY POWER	COMMENTS
ROAD/AREA	LAT	LONG						
river hill	37.204	-86.2836	Pump	2	800 800		No	
fairview	37.1807	-86.2486	Pump	2	1,050		No	
rhoda	37.158	-86.2253	Pump	2	375		No	
Chaumont			Pump	2	100		No	
Sleepy Hollow	37.363	-86.1843	Pump	2	135		No	Replacing pump station. Bidding finished
Cub Run	37.3065	-86.0418	Pump	2			No	
KY 88	37.3589	-86.1345	Pump	2	250		No	
Big Windy	37.3198	-86.1157	Pump	2	250		No	
Dog Creek			Pump	2	200		No	Replacing soon, bidding finished
Bee Springs	37.2893	-86.2849	Pump	2	150		No	
Forks	37.2704	-86.2364	Pump	2	177		No	Planning on being replaced.

COMMENTS:

Pump station recently replaced.

DISTRIBUTION SAMPLING (a minimum of N, S, E, W)					
SITE	CHLORINE		pH	TURBIDITY	OTHER
	FREE	TOTAL			
229 C L Ray Rd	0.79	0.81	7.42	0.15	
4896 Chelybeate School Rd	0.96	1.07	7.41	0.43	
Pleasant Union Church	0.78	0.89	7.3	0.15	
Misty Hollow Woodworks	0.77	1.01	7.26	0.19	

11251 Cub Run Hwy	1.68	1.91	7.36	0.19	
The Getaway	2.03	2.16	7.23	0.16	

Is the system maintaining the required chlorine (0.2 mg/l) / chloramine (0.5 mg/l) residuals in the distribution system? Yes

COMMENTS:

Additional samples taken due to the two distribution systems

MAINTENANCE

Is plant housekeeping adequate? Yes

Is distribution storage housekeeping adequate? Yes

Are adequate supplies of spare parts kept on hand? Yes

Are needed tools available? Yes

Is a lock-out/tag-out system used for electrical repairs? Yes

What is the general condition of operating equipment? good

COMMENTS:

Electrical work contracted.

DOCUMENTATION

- Instrument readings taken by DEP

OVERALL TECHNICAL COMPLIANCE STATUS

No Violations Observed -- Advisory Action Taken (impending trends)



DATE: June 24, 2025

INSPECTOR: Justin Spears

TITLE: Environmental Scientist III

GREEN RIVER VALLEY WATER DISTRICT

1180 East Main Street
P.O. Box 460
Horse Cave, KY 42749
(270) 786-2134
Fax (270) 786-5261
TTY1-800-773-2135

DISTRICT COMMISSIONERS
John Bunnell, Chairman
Leland Glass
Pat Tucker
Adrian Gossett, Secretary
Pat Ross, Attorney
Debbie Fowler

Andrew Tucker, General Manager

September 26, 2025

Mr. Charles Bailey
Technical Assistant Section
Drinking Water Branch
Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY. 40601

RE: AI:982 PWSID: Ky 0310114
Drinking Water Sanitary Survey

Dear Mr. Bailey

The purpose of this letter is to address your August 14, 2025, letter to Kevin Shaw and Edmonson County Water District.

As you know, Green River Valley Water District (Green River) commenced operating Edmonson County Water District's Was WTP on July 1, 2025. Since then, Green River has switched from operating the WTP on 3 -8 hour shifts as Edmonson County was doing to operating in on 2 -12 hour shifts.

The first (day) shift is staffed by a Class IV operator. The second (night) shift is staffed by a Class III operator. In addition, a Class IV operator employed by Green River lives within 10 minutes of the Wax WTP. She can respond to any issues which may arise.

Should you need any additional information, please let me know.

Sincerely,



Andrew Tucker
General Manager
Green River Valley Water District

Exhibit 25

DOW/Edmonson District
Agreed Order and Corrective Action Plan

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW-24-3-0082

IN RE: Edmonson Co Water District
1128 KY Hwy 259 N.
Brownsville, Kentucky 42210
Edmonson County
AI No. 982
Activity ID No. ERF20230001

AGREED ORDER

* * * * *

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter “Cabinet”) and the Edmonson Co Water District (hereinafter “Responsible Party”) state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. The Responsible Party owns and operates a surface water production facility and distribution system (hereinafter “the system”) located at 979 Lock Road Brownsville, Kentucky (Brownsville Plant) and 15000 Peonia Road, Clarkson, Kentucky (Wax Plant), which serves approximately 30,000 residents in Edmonson County. The system is assigned Public Water Supply Identification (hereinafter “PWSID”) No. KY0310114, issued by the Cabinet’s Division of Water (hereinafter “DOW”).
3. Authorized representatives of the DOW identified alleged violations of KRS Chapter 224 and the regulations promulgated pursuant thereto at the system identified in paragraph two (2) above and issued Notices of Violation (hereinafter “NOVs”) on June 14, 2023; July 19,

2023; July 31, 2023; September 20, 2023; November 1, 2023; November 21, 2023; February 29, 2024; April 12, 2024; May 10, 2024; May 22, 2024 (Revised); and July 18, 2024. The cited violations include failure to maintain microbial treatment (LT2), exceedance of allowable water withdrawal, and failure to maintain combined filter effluent turbidity level below 1 NTU. The NOV's are attached to this Agreed Order as 'Exhibit A'.

4. Representatives of the Responsible Party participated in a telephonic administrative conference with the Cabinet's Division of Enforcement (hereinafter "DENF") on June 17, 2024. The Responsible Party has admitted to the violations described above and has agreed to the entry of this Agreed Order to formally resolve the violations KRS Chapter 224 and the regulations promulgated pursuant thereto.

NOW THEREFORE, in the interest of settling all civil claims and controversies involving the violations described above, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

5. Within thirty (30) days of the execution of this Agreed Order, the Responsible Party shall submit to the Cabinet for review and acceptance, a Corrective Action Plan (hereinafter "CAP").

- a.) The CAP shall include, but not be limited to the following:
 - i. An explanation of why the cited violations occurred;
 - ii. A report of completed corrective actions;
 - iii. A list of proposed corrective actions to ensure that CFE turbidity measurements taken for any month at each plant are less than or equal to 0.15 NTU in at least 95% of the measurements (40 CFR 141.718(a))

and that maximum CFE turbidity measurements taken for any month at each plant are less than or equal to 1.0 NTU;

- iv. A plan of action to be implemented when the turbidity conditions listed above have occurred including the issuance of a Boil Water Advisory using Public Notification wording;
 - v. A list of proposed corrective actions to maintain raw water withdrawal amounts within Water Withdrawal Permit limits;
 - vi. A list of proposed corrective actions to ensure the system meets the treatment requirements associated with Bin 2 classification at each plant;
 - vii. A schedule of implementation for all proposed corrective actions; and
 - viii. A final compliance date.
- b.) Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) provide comments to the Responsible Party identifying the deficiencies. Upon receipt of Cabinet comments, the Responsible Party shall have thirty (30) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the Responsible Party identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the Responsible Party to be out of compliance with this Agreed Order for failure to timely submit the CAP.
- c.) The Responsible Party may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Boulevard,

3rd Floor, Frankfort, Kentucky, 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP.

d.) Upon Cabinet acceptance of all or any part of the CAP, the amended CAP, or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order and implemented at its facilities. This does not require an amendment request pursuant to paragraph twenty-one (21) of this Agreed Order.

e.) The Cabinet approved CAP shall specify a final compliance date by which compliance with the terms and conditions of the permit is achieved.

6. Following the execution of the Agreed Order and through its termination, the Responsible Party shall attend quarterly check in meetings at the written request of the Cabinet. Failure to attend quarterly check in meetings, or to reschedule and attend within thirty (30) days of a previously scheduled meeting, may result in the assessment of stipulated penalties as described in paragraph fourteen (14) below.

7. All submittals required by the terms of this Agreed Order shall be sent to:

Division of Enforcement
Attention: Director
300 Sower Blvd
Frankfort, KY 40601

CIVIL PENALTY

8. The Responsible Party shall pay a civil penalty in the amount of five thousand dollars (\$5,000) for the violations described above. The amount of the civil penalty shall be tendered by the Responsible Party to the Cabinet within thirty (30) days of the execution of this

Agreed Order.

9. Payment of the civil penalty shall be by cashier's check, certified check, or money order, made payable to "**Kentucky State Treasurer**" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, 3rd Floor, Frankfort, Kentucky 40601; note "**Case No. DOW-24-3-0082**" on the instrument of payment. Payment of the civil penalty may also be made electronically, if available, by accessing the Office of Administrative Hearings through its website found at <https://eec.ky.gov>.

STIPULATED PENALTIES

10. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for each exceedance of the monthly water withdrawal limit.

11. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for failure to meet the treatment requirements associated with Bin 2 classification at each plant.

12. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for failure to collect all required minimum daily chlorine residual samples throughout the distribution system.

13. The Cabinet may assess a stipulated penalty in an amount not to exceed two hundred and fifty dollars (\$250) per day for failure to timely submit the CAP, or any revised CAPs, as described in paragraph five (5) above.

14. The Cabinet may assess a stipulated penalty in an amount not to exceed one thousand dollars (\$1,000) per instance for failure to attend quarterly check in meetings as described in paragraph six (6) above.

15. Stipulated penalties are in addition to and not in lieu of any other penalty which could be assessed by the Cabinet. The Cabinet may, at its discretion, waive stipulated penalties that would otherwise be due. The stipulated penalty shall be due and owing thirty (30) days after the Responsible Party's receipt of written notification by the Cabinet to the Responsible Party at the permitted address.

16. If the Responsible Party believes that the request for payment of a stipulated penalty is erroneous or contrary to law, the Responsible Party may request a hearing in accordance with KRS 224.10-420(2). A request for hearing does not excuse timely payment of the penalty. If an order is entered pursuant to KRS 224.10-440 that excuses payment, the Cabinet will refund the payment. Failure to make timely payment shall constitute an additional violation.

17. Payment of stipulated penalties shall be by cashier's check, certified check, or money order, made payable to "**Kentucky State Treasurer**" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, 3rd Floor, Frankfort, Kentucky 40601; note "**Case Number DOW-24-3-0082**" on the instrument of payment.

MISCELLANEOUS PROVISIONS

18. This Agreed Order addresses only the violations specifically alleged above. Other than those matters resolved by entry of this Agreed Order nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and the Responsible Party reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs

incurred, and the Responsible Party reserves its defenses thereto.

19. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to the Responsible Party. The Responsible Party reserves its defenses thereto, except that the Responsible Party shall not use this Agreed Order as a defense.

20. The Responsible Party waives its right to any hearing on the matters admitted herein. However, failure by the Responsible Party to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224, and the regulations promulgated pursuant thereto.

21. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or her designee. The Responsible Party may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd, Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

22. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that the Responsible Party's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224, and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, the Responsible Party shall remain solely responsible for compliance with the terms of KRS Chapter 224, and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

23. The Responsible Party shall give notice of this Agreed Order to any purchaser,

lessee, or successor in interest prior to the transfer of ownership and/or operation of any part of its now-existing facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer. Whether or not a transfer takes place, the Responsible Party shall remain fully responsible for payment of all civil penalties and response costs and for performance of all remedial measures identified in this Agreed Order.

24. The Cabinet agrees to allow the performance of the above-listed remedial measures and payment of civil penalties by the Responsible Party to satisfy the Responsible Party's obligations to the Cabinet generated by the violations described above.

25. The Cabinet and the Responsible Party agree that the remedial measures agreed to herein are facility-specific and designed to comply with the statutes and regulations cited herein. This Agreed Order applies specifically and exclusively to the unique facility referenced herein and is inapplicable to any other facility.

26. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

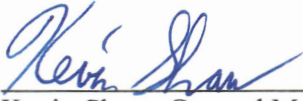
27. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary, or her designee as evidenced by his signature thereon. If this Agreed Order contains any date by which the Responsible Party is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then the Responsible Party is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

28. This Agreed Order shall terminate upon the Responsible Party's completion of all requirements described in this Agreed Order. The Responsible Party may submit a written request

for termination to the Cabinet when it believes all requirements have been performed. The Cabinet reserves its right to enforce this Agreed Order, and the Responsible Party reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

AGREED TO BY:




Kevin Shaw, General Manager
Edmonson Co Water District

9-10-2024

Date

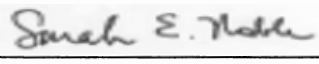
APPROVAL RECOMMENDED BY:



Jarrod Bell, Director
Division of Enforcement

9-17-2024

Date



Sarah E. Noble, Executive Director
Office of Legal Services

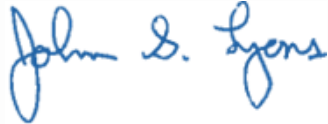
09.17.24

Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 18th day of September, 2024.

ENERGY AND ENVIRONMENT CABINET



JOHN S. LYONS, DEPUTY SECRETARY
OF THE ENERGY AND ENVIRONMENT CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 18th day of September, 2024.

Edmonson Co Water District
Attn: Kevin Shaw
P.O. Box 208
Brownsville, Kentucky 42210

And ~~mailed, messenger to:~~ Electronically mailed to:

Jarrold Bell, Director
Division of Enforcement
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Sarah E. Noble, Executive Director
Office of Legal Services
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Diana Lowe
DOCKET COORDINATOR

Distribution:
DOW

Exhibit A



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

June 14, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 8057
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

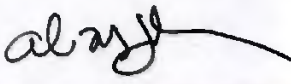
Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

6/28/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982

County: EDMONSON

Violation Number: 2023-9953653

Determination Date: 06/12/2023

Compliance Period: 04/01/2023-04/30/2023

Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2

Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 04/01/2023-04/30/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of April 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

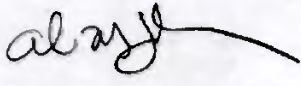
Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

6/28/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: June 14, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8057



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

July 19, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 8118
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

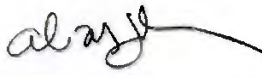
Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

7/19/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2023-9953654
Determination Date: 06/23/2023
Compliance Period: 05/01/2023-05/31/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 05/01/2023-05/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of May 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

7/19/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: July 19, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8118



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
July 31, 2023

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7021 2720 0000 8942 8132
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Tim Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

Sincerely,

Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

C: Drinking Water Program files
Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2022-9953655
Determination Date: 7/17/2023
Compliance Period: 01/01/2022 – 12/31/2022
Violation Type: WE WATER WITHDRAWAL EXCEEDANCE
Contaminant: WWD WATER WITHDRAWAL

Public Water Systems are subject to the requirements of 401 KAR Chapter 4. [401 KAR 4:010]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 4:010 Water Withdrawal Permits: The public water system exceeded the permitted amount for monthly average water withdrawals.

Comments: The system exceeded water withdrawal permitted limits in 2022.

The remedial measure(s) and date(s) to be completed by are as follows:

Remedial Measures	Due Dates
The water system shall not exceed their permitted limit for monthly average water withdrawals. If necessary the facility shall submit an application for revision to their water withdrawal permit to request an increase in their permitted amount.	30 days following receipt of this Notice of Violation.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

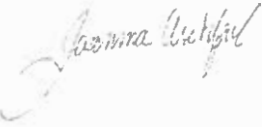
Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding water withdrawal permit compliance, contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

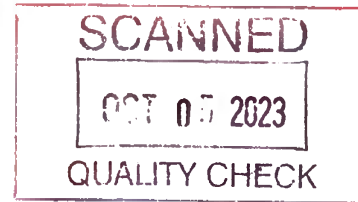
Watershed Management Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By:


Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

Date: July 31, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8132



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

September 20, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 7814
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

9/27/2023

X

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982

County: EDMONSON

Violation Number: 2023-9953656

Determination Date: 08/30/2023

Compliance Period: 07/01/2023-07/31/2023

Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR Tier Level: 2

Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 07/01/2023-07/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of July 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

9/27/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: September 20, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 7814



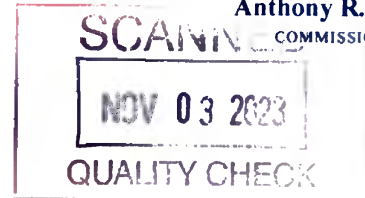
Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Rebecca Goodman
SECRETARY

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

Anthony R. Hatton
COMMISSIONER



November 1, 2023

CERTIFIED MAIL: 7020 0090 0002 2448 2282
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

11/2/2023

X

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953658
Determination Date: 08/30/2023
Compliance Period: 08/01/2023-08/31/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR Tier Level: 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 08/01/2023-08/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of August 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070] The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

11/2/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 1, 2023

How Delivered: Certified/Registered #7020 0090 0002 2448 2282

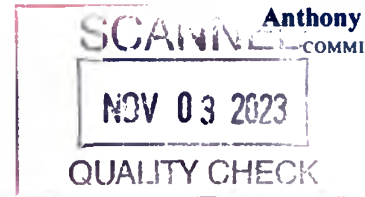


ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
November 1, 2023



Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7020 0640 0000 2406 5516
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at Tekoyia.Brown@ky.gov.

Sincerely,

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953657
Determination Date: 10/11/2023
Compliance Period: 08/01/2023 - 08/31/2023
Violation Type: 43 SINGLE COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 1
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system exceeded the MCL for turbidity by exceeding 1.0 NTU in a combined filter effluent sample collected in the compliance period 08/01/2023 - 08/31/2023.

Comments: Failed to maintain CFE turbidity level below 1NTU of monthly measurements on day 24, for August 2023 monitoring period

The remedial measure(s) and date(s) to be completed by are as follows:

Perform public notification(s) in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within one (1) year following receipt by the PWS of this Notice of Violation.

The PWS may include the public notice in the next Consumer Confidence Report provided the CCR is delivered within one (1) year of receipt of this Notice of Violation by the PWS.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.


Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water
Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By: 

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 1, 2023

How Delivered: Certified/Registered #7020 0640 0000 2406 5516



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

November 21, 2023

CERTIFIED MAIL: 7022 3330 0000 8881 5190
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

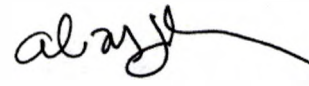
Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

11/21/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953659
Determination Date: 11/13/2023
Compliance Period: 09/01/2023-09/30/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 09/01/2023-09/30/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of September 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

11/21/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 21, 2023

How Delivered: Certified/Registered #7022 3330 0000 8881 5190



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

February 29, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 5770
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON


Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953662
Determination Date: 02/27/2024
Compliance Period: 01/01/2024-01/31/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 01/01/2024-01/31/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant A& B during the month of January 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

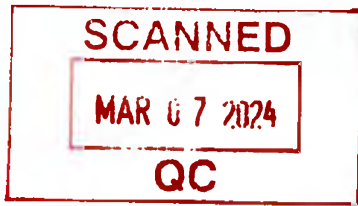
 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5770



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

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

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

Anthony R. Hatton
COMMISSIONER

February 29, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 5756
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV



**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953663
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 44 MONTHLY COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2
PWS Facility: 0310114TPA EDMONSON WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system failed to meet the treatment technique requirement for turbidity by exceeding 0.3 NTU in over 5% of the combined filter effluent samples collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024, with 19.86% of samples exceeding 0.3 NTU

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature



Issued By: _____

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5756



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7022 3330 0000 8881 5725
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953665
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 38 MONITORING, ROUTINE (IESWTR/LT1), MINOR **Tier Level:** 3
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Sec 3 IESWTR The public water system submitted fewer than 100% but more than 90% of the required number of analytical results for turbidity for the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to collect and report the number of required turbidity samples, 165 samples reported of 175 required for the January 2024 monitoring period.

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

**Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601**

 Recoverable Signature



Issued By: _____

**Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water**

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5725



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
February 29, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 5732
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

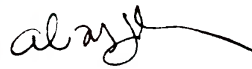
Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953666
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 43 SINGLE COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system exceeded the MCL for turbidity by exceeding 1.0 NTU in a combined filter effluent sample collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 1 NTU on day 26, 27, and 30 for January 2024, single highest turbidity reported as 9.70 NTU

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

**Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601**

 Recoverable Signature



Issued By: _____

**Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water**

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5732



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 5763
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM 
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953667
Determination Date: 02/27/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: MD MINIMUM DS RESIDUAL
PWS Facility: 0310114DS001 DISTRIBUTION - EDMONSON CO WATER DISTRICT
Contaminant: 0999 CHLORINE

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:020 & 8:150 CHLORINE The public water system failed to report on the MOR an adequate number of results for disinfectant residual in the distribution system for the compliance period 01/01/2024 - 01/31/2024.

Comments: SDRD: Failed to collect and report all required minimum daily chlorine residual samples throughout the distribution system (MOR p.7)

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature



Issued By:

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5763



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

April 12, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 5909
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON


Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024-9953668
Determination Date: 04/09/2024
Compliance Period: 02/01/2024-02/29/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 02/01/2024-02/29/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of February 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: April 12, 2024

How Delivered: Certified/Registered #



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
May 10, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7022 **3330** 0000 8881 8930
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Tim Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

Sincerely,

Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM 
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953669
Determination Date: 4/29/2024
Compliance Period: 01/01/2023 – 12/31/2023
Violation Type: WE WATER WITHDRAWAL EXCEEDANCE
Contaminant: WWD WATER WITHDRAWAL

Public Water Systems are subject to the requirements of 401 KAR Chapter 4. [401 KAR 4:010]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non-Compliance:

401 KAR 4:010 Water Withdrawal Permits: The public water system exceeded the permitted amount for monthly average water withdrawals.

Comments: The system exceeded water withdrawal permitted limits.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.


Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding water withdrawal permit compliance, contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Watershed Management Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By:


Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

Date: May 10, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5930

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
May 22, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 6203
RETURN RECEIPT REQUESTED

REVISED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



@KentuckyEEC | EEC.KY.GOV

TEAM 
KENTUCKY.

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:

EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982

County: EDMONSON

Violation Number: 2024 - 9953663

Determination Date: 02/26/2024

Compliance Period: 01/01/2024 - 01/31/2024

Violation Type: 44 MONTHLY COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2

Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system failed to meet the treatment technique requirement for turbidity by exceeding 0.3 NTU in over 5% of the combined filter effluent samples collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024 taken at Plant A, with 19.86% of samples exceeding 0.3 NTU.
Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024 taken at Plant B, with 7.56% of samples exceeding 0.3 NTU.

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.


Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.


Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature

- , 
- ^

Issued By: _____



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

July 18, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 6357
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024-9953670
Determination Date: 07/12/2024
Compliance Period: 05/01/2024-05/31/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 05/01/2024-05/31/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of May 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification. Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: July 18, 2024

How Delivered: Certified/Registered #



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

October 29, 2024

Sent electronically to: kevin.shaw@ecwdwater.com

Re: AI Name: Edmonson Co Water District
AI No. 982
Case No. DOW 24-3-0082
Activity No. ERF20230001
Edmonson County

Dear Mr. Perry:

The Cabinet has reviewed and accepted the Corrective Action Plan submitted on October 25, 2024. Please ensure that it is timely implemented and the Cabinet is notified of project completions by attending quarterly check in meetings as described in paragraph six (6) of the Agreed Order.

If you have any questions, please contact me at (502) 782-1647, or alexis.sulfridge@ky.gov.

Sincerely,

A handwritten signature in cursive script that reads "Alexis Sulfridge".

Alexis Sulfridge
Environmental Enforcement Specialist
Division of Enforcement



October 25, 2024

Ms. Alexis Sulfridge, Environmental Enforcement Specialist

Division of Enforcement

Energy and Environment Cabinet

300 Sower Blvd.

Frankfort, KY 40601

RE: Corrective Action Plan

Edmonson County Water District

Case No. DOW 24-3-0082

AI No. 982

Activity ID No. EFR20230001

Dear Ms. Sulfridge:

Please accept this correspondence as the District's proposed Corrective Action Plan (CAP) pursuant to paragraph 5 of the Agreed Order for case number 24-3-0082 filed on September 18, 2024.

Per paragraph 5.a.i, please find a summary of cited violations that were included as Appendix A of the Agreed Order, followed by an explanation of why the violations occurred:

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

- Failure to Maintain Microbial Treatment associated with Bin 2 classification relating to providing additional log removal of Cryptosporidium. Multiple violations dating back to April 2023 at both Brownsville and Wax WTP.
- Exceedance of Water Withdrawal in the years 2022 and 2023 at Brownsville WTP. **Our withdrawal permit has been updated to alleviate the exceedance's**
- Failure to maintain CFE turbidity level at both the Brownsville and Wax WTP. **Fingers crossed we have been doing much better with turbidity compliance with continued improvements. This is still going well at both plants**
- Failure to report adequate number of results for disinfectant residual in the distribution system. **It is my goal to install cl2 monitors in the distribution system to constantly monitor at 4 locations throughout the system. (north, south, east, west) Monitors are in and we are working on selecting locations to set up where SCADA is available to send information back. The SCADA piece of this got completed in late October and the field guys are beginning to install the Monitors in the field.**

Explanation of violations:

As previously discussed in the reply to proposal to enter an Agreed Order, the Management of ECWD has been replaced with new outside personal from a past successfully operated system. Only one person from the old Board of Commissioners remains. The old office manager left, and the General manager is pursuing replacing that position. An explanation of why the past violations occurred cannot be sugar coated, it was nothing more than negligence and a gross disregard of proper service to the community and disrespect to the Division of Water. We offer no excuses but do promise to move this Water District in a new direction as has already been demonstrated with new practices and improvements to daily operations

Per paragraph 5.a.ii, please find a summary of corrective actions the district has already initiated and/or completed the following activities related to their treatment/distribution system:

*This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166*

1. Wax Plant Improvements:

- a. Update and replaced two continuous monitoring turbidimeters and the bench top unit.
- b. Added a top filter continuous monitoring turbidimeter.
- c. An inline turbidimeter has been added to the raw water source
- d. Replaced both control panels on the high service pumps with VFD type control centers. One high service pump and motor has been replaced new
- e. Both low service pumps have been pulled and brought up to date.
- f. All mechanical equipment associated with treatment is now operational.
- g. Bulk PAC feed is now utilized with the use of a day tank and fed properly in the rapid mix.
- h. The polymer feed system has been updated to feed neat with a polyblend type system and scales added
- i. Operators have been signed up to take online training support classes utilizing the Sacramento manuals. One operator has completed one Sacramento course and is registered for another segment Not only is this a great training support group, it also enables us to fast track the wait time on being able to get our operators in a certification class to get licensed. An Operator went last week and has passed his class I exam, we have another one scheduled for May and I fully expect to get another license then.
- j. Chemtech read outs from Chlorine has been moved to the lab building
- k. New Chlorine leak monitors have been installed in gas chlorine feed room
- l. The Wax Treatment plant is now under complete control by Green River Valley Water District through a maintenance contract. These guys have made some serious improvements around the facility in the short time they have been in operational control.

2. Brownsville Plant Improvements:

- a. Initiated better operational controls.
- b. Fixed permanganate feed to properly operate. In the process of changing over from Potassium Permanganate to Sodium Permanganate. When this is complete control of an accurate feed rate will be vastly improved. We are now feeding Sodium Permanganate
- c. Scales for the permanganate and polymer feed are ordered
- d. New Turbidimeters are ordered for all filter effluent
 - i. New turbidimeters and controllers are installed and operational for all filters beginning July 22, 2025
- e. New Turbidimeter has been installed on Combine Filter Effluent

This Institution is an Equal Opportunity Provider and Employer

1128 KY Hwy 259 N.

P.O. Box 208

Brownsville, KY 42210

Phone: (270) 597-2165 Fax: (270) 597-2166

- f. A turbidimeter has been installed to monitor top filter turbidity
- g. All turbidimeters are now connected to SCADA in the lab office of the water treatment plant
- h. Adjusted better waste sludge controls.
- i. All mechanical parts of the treatment process operational as well now.
- j. We have changed the feed method of our polymer to use a mixing system allowing us to feed the chemical neat instead of mixed in a tank for feeding.
- k. New Chlorine leak monitors have been installed in gas chlorine feed room
- l. We have contractors on site changing out the media. One filter is complete, and we have collected bacteriological samples yesterday and will plan on putting back in service as soon as results are received. We will take a second filter out of service next week and begin the media change out on filter #2.
 - i. 1&2 filters are now operational with new filter media, the contract has been awarded to begin the change out of the media for the remaining three filters beginning July 22, 2025
 - ii. All filters now have new media in them
- m. A meter has been installed to register plant water used for an accurate measurement for water loss control.

Our goals are simple. First, not having turbidity above 1.0 NTU to leave the plant again. Second, minimizing turbidity above .15 NTU 95% of the time. A third goal would be to analyze the functionality of the Brownsville plant to see if improvements are obtainable to get contact time allowing the turbidity limits to be stretched back to .3 NTU.

Per paragraph 5.a.iii, please find a summary of corrective actions the district plans to complete to ensure that CFE turbidity measurements taken for any month at each plant are less than or equal to 0.15 NTU in at least 95% of the measurements and that the maximum CFE turbidity measurements taken for any month at each plant are less than or equal to 1.0 NTU.

1. Install scales under a sodium permanganate day tanks with Stenner feed pumps.
 - n. This is complete at the Wax plant. Have switched from dry permanganate feed to a more stable and consistent sodium permanganate product. Scales have been added to this feed system
2. Install scales under a PAC Day tank with Stenner feed pumps.
 - This is complete at the Wax plant, polymer is now also fed through a more consistent and reliable polyblend type feed system also set up with stenner pumps for a better control.
3. Install SCADA for both plants so data can be viewed from the labs.

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

- This work is being developed but not yet in service, however there are digital readouts of bottom filter and combined now visually available in the lab at the Wax plant. We have begun the programming and setting up of control monitoring of certain operational functions of the Brownsville plant. We do not plan on have much pump controls of raw water through SCADA for some time due to obsolescence, however we are attempting to tie the main tank that is fed from the Brownsville plant to the high service by giving better controls with that piece.
4. Replace the fouled media in the plant filters.
- The Wax treatment plant now has new media in both filters
 - All filters at Brownsville will have updated media by our next quarterly meeting
 - It is all changed now

Per paragraph 5.a.iv, please find a plan of action to be implemented when the turbidity conditions above have occurred including the issuance of a Boil Water Advisory.

In the event that turbidity conditions listed above have occurred the following actions shall take place:

1. Instance shall be documented including the observed turbidity level, location of sample, date & time of sampling, and brief explanation of why the exceedance occurred.
2. In the event the turbidity exceeds 1.0 NTU issue the following Boil Water Advisory to consumers: Along with the advisory to the customers, simultaneously the Division of Water will be notified within 24 hours of the violation.

“A Boil Water Advisory is in effect for the following areas of the Edmonson County Water District. *(list areas of impact)* At (time) on (month, day, year) the District experienced an exceedance of the permitted level of turbidity at their (Wax/Edmonson) Water Treatment Plant. Until further notice it is recommended that your drinking water be boiled for one (1) minute at a rolling boil and then let it cool before using or use bottled water. Boiled or bottled water shall be used for drinking, making ice, brushing teeth, washing dishes, and food preparation until further notice.”

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

Per paragraph 5.a.v, provide a list of proposed corrective actions to maintain raw water withdrawal amount within Water Withdrawal Permit limits.

1. The District has already tasked some of its maintenance crew with locating leaks within the water distribution system. The hope is that with reducing water loss within the system that water withdraw will also decrease. **Water loss has been reduced 5% in the past six months from the first half of the 2024 calendar year.** August and September 2025 reports had lost water below 30%, not where we want it but still headed in the right direction

Since water distribution systems always have water loss, there is no estimated completion of this task therefore the District has also;

2. Charged HMB Professional Engineers with the task of increasing the withdraw limits from the Green River. The permit application is currently underway and will be submitted for review.
 - a. **The permit is ready for submittal to the DOW.** Permit is now submitted to increase withdraw limits. This is now complete and on file

Per paragraph 5.a.vi, provide a list of proposed corrective actions to ensure the system meets the treatment requirements associated with Bin 2 classification at each plant.

1. Maintain the functionality of all mechanical processes at both Wax and Brownsville WTPs.
 - a. **We have had contractors come in and clean all basins and rid them of accumulation of grit and sludge.**
 - b. **All mechanical processes are functional**
2. Maintain chemical supply at both plants so they are ready to address fluctuating raw water conditions.
 - a. **Chemical supplies have been adequately maintained**
3. Maintain chemical feed equipment at both plants.
 - a. **The feeding equipment is in good repair. Work has been done at Brownsville to improve the safety and cleanliness of the gas chlorine room. It has been realized that chlorine leak monitors are substandard and that is being addressed as well.**

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

4. Continued education of operators so they understand and meet the demands of the Division of Water regulations.
 - a.

Per paragraph 5.a.vii, a schedule for implementation of proposed corrective actions is provided below:

Corrective Action	Schedule
All mechanical equipment operational at Wax and Brownsville WTP <ul style="list-style-type: none"> - Scales for sodium permanganate day tanks “Complete” - Stenner feed pumps for sodium permanganate Complete - Scales for PAC day tank Complete - Stenner feed pumps for PAC Complete - SCADA monitoring at Wax and Brownsville WTPs Work in Progress. Lots of work getting accomplished here - Fouled media Replacement in plant filters Complete at Wax Complete at Brownsville 	January 2025
Apply for increased water withdrawal at the Brownsville WTP. Has been mailed in to the KY DOW Waiting for DOW approval Complete	November 2024
Have one (1) operator at Wax WTP with a class II certification Have scheduled operators to attend training and take test April & May date set. Under the operation of GRVWD This plant currently (Wax) is operating with a class IV, a Class III, a class I and a Class IV that is ten minutes away for emergency response	July 2025
Total of three (3) operators with class II certification At Brownsville we have a total of three full time class III operators on staff. We have one class III operator that works part time for us and another one that fills in when needed that has a class III certification. Ther are two more guys as OIT’s on staff now as well.	January 2026
Hydraulic Assessment of Distribution System (ECWD’s engineering consultant, HMB, is currently working on a hydraulic model and report for the distribution system) Complete	January 2025
Functional Assessment of Treatment Plants Complete	January 2025
Submit revised CAP that dictates the new direction for the ECWD distribution and treatment systems. This new direction shall benefit the ECWD customers as well as the requirements of the DOW.	September 2025

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

The treatment plant staff at Wax has turned over and at present we only have one employee that was any part of the old habits that had been formed. He only had one (1) year of experience so has not formed many of the old bad operational habits. We have brought staff up to five (5) operators in training, none of which currently hold a license. No certified operators applied for the positions due to the challenging environment. (The District will be filing an alternative staffing plan with DOW) It is our belief that with better training and control over of our operators we can limit our future failures. Currently working with KRWA to submit an alternative staffing plan for the plant operators. More specific to the Wax plant as there are 2 class III operator license at the Brownsville plant. [The field guys at KRWA informed us that they could not submit an alternative staffing plan due to us having no certified operators at the Wax plant. We told them we could not help that, and the reply was that we simply could not submit one fitting the guidelines of DOW. I did not push the issue and probably should have at least submitting something.](#)

We believe that the CAP outlined above will allow the District to maintain proper operations and maintenance of the water distribution system for compliance with applicable laws and regulations.

Training Schedule

- **April 8-11 Jenny Wiley State Park**
 - **Lee Cain scheduled to attend Class I**
- **May 6-8 Owensboro Convention Center**
 - **Joey Thompson scheduled to attend**

We are currently working with the Grayson County Water District and Green River Valley Water District negotiating a deal that would transfer the customers of Edmonson County Water District that is served in Grayson and Hart Counties to these two systems. GCWD getting the customers served in Grayson County and GRVWD the customers served in Hart Count. This deal would surrender the customers, pipe, tanks, & Wax water treatment plant.

With this transition the three different Water Districts can focus on improvements in the three different respective Counties, and it is expected that the much-needed improvements can come much sooner to all customers.

This transition is now complete. ECWD is now only operating the Brownsville treatment plant and distribution system that is primarily in Edmonson County. Asset purchase agreements have been entered into with GCWD & GRVWD, and it is our hopes to have the request for approval of asset change to PSC in Early November.

Update CAP
10-15-2025

Corrective Action	Schedule
We have been working with HMB Engineering to develop a plan to update the Brownsville treatment plant to better meet regulations. This update at a minimum will include the addition of UV to enable the ability to get away from having to meet a .15 combined filter effluent turbidity. There will be many other aspects to look at but this one specifically is important. We plan to make a submittal to the Kentucky Infrastructure Authority 2027 SRF Call For Projects.	December 2025
Tear down old web site, rebuild to a more modern look and actually service the site on a regular basis with the goal being to better communicate with the general public, the employees, and the Community as a whole.	January 2026
Update tank for the Sodium Permanganate feed to include a double walled tank for mini tote fill and operate off a day tank. This will enable us to get away from handling as many barrels and create a much cleaner feed system.	February 2026
Develop a valve exercising and maintenance program.	March 2025
Develop a more structured flushing program	April 2026
Remove Chlorine gas feed system and update to Sodium Hypochlorite feed system.	July 2026
Close Agreed Order & end CAP	July 2026

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

Should you have questions regarding this matter, or if additional information is required, please contact me at (270) 597-2165 or kevin.shaw@ecwdwater.com.

Thank you.

Sincerely,

Edmonson County Water District

Kevin Shaw

General Manager

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

Exhibit 26

Drinking Water Sanitary Survey, Notice of Deficiency,
and Responses of Joint Applicants



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

KEVIN SHAW
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201
AI: 982 PWSID: KY0310114

RE: Drinking Water Sanitary Survey

August 14, 2025

Dear KEVIN SHAW:

The Division of Water conducted a Drinking Water Sanitary Survey (attached) of EDMONSON CO WATER DISTRICT on June 3, 4, 17 and 18, 2025. A Capacity Development assessment was done as part of the survey.

Significant Deficiency(ies) (A written response is due within 45 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Sep 28, 2025)

- The Wax Plant currently has one shift covered by a certified operator, but the remaining two shifts are not operated by a certified operator.

Non-significant Deficiency(ies) (A written response is due within 90 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Nov 12, 2025)

- Operation and Maintenance (O&M) Manuals must be up-to-date and reviewed annually.
- Inadequate chemical storage and containment in the chemical room and outside the chemical room at Brownsville Plant.
- Neither Brownsville nor Wax Plant are equipped with external audio and/or visual alarms at the chlorine room.
- The large Clearwell at Wax Plant does not have a lock on the hatch.
- None of the Clearwell's at Brownsville or Wax Plant have screens on the overflow pipes.
- The majority of tanks in the distribution system do not have screens on the overflow pipe. Storage tank sites, including Clearwell's, should be inspected and evaluated to ensure screens of appropriate size, according to ten state standards, are installed.
- System needs a documented procedure for issuing Consumer Advisories and Boil Water Advisories.

The Division recommends the following:

- System must report all sales in their Monthly Operating Reports (MORs).
- System has aspects of an Asset Management Plan, but a full program has not been implemented.
 - Environmental Protection Agency ([Asset Management Resources for States | US EPA](#)) and the Southwest Environmental Finance Center (<https---swefcamswitchboard.unm.edu-am-.url>) have useful information regarding asset management development and implementation.
- System needs to address Water Plant B (Wax WTP) operating at 107.5% GPM of its Rated Design Capacity.
- System should create a documented Capital Improvement Plan.
- Continue to address and remedy water loss throughout the system.

- System Emergency Response Plan should be up-to-date.
- The filter media at Brownsville Plant in Filters 1 and 2 have been replaced recently. The media in filters 3-5 should be evaluated and replaced when possible.
- Backflow prevention devices should be tested by a certified tester.
- Brownsville Plant should evaluate areas of need for backflow prevention.
- The chlorine scales at Brownsville plant are not currently in working condition.
- Neither Treatment Plant is calculating CT's regularly.
- Both Treatment Plant's should add SOP's to the O&M manual for sample collection, analysis, and reporting.
- Recommend creating a documented valve exercise program.
- Recommend inspecting storage tank locations for tree and vegetation growth problems.
- Recommend inspecting tank sites to ensure access ladders are secured.
- Recommend storage tank sites be fenced for security.

Assistance with the "Managerial and Financial Assessment" section of the sanitary survey for EDMONSON CO WATER DISTRICT can be obtained by contacting Casey Greer at 502-782-4683 or casey.greer@ky.gov.

If you have any questions regarding the "Technical Inspection" portion, contact Justin Spears at 502-782-5755 or justin.spears@ky.gov.

All deficiency responses should be sent to the attention of Charles J Bailey, Drinking Water Branch, Division of Water, 2751 Campbellsville Rd, Columbia, KY 42728 or by email to cj.bailey@ky.gov.

Sincerely,



Charles J Bailey
Technical Assistant Section
Drinking Water Branch
Division of Water

Failure to respond to this letter will result in a notice of violation.

Drinking Water Sanitary Survey

TECHNICAL INSPECTION OF SURFACE WATER PLANT AND DISTRIBUTION SYSTEM OPERATIONS

Water Treatment Plant B: Wax WTP

PWS ID: **KY0310114**

Agency Interest Number: **982**

AI Name: **EDMONSON CO WATER DISTRICT**

County: **EDMONSON**

WTP Latitude: **37.34259** WTP Longitude: **-86.12611**

CIN20250003

Plant Inspection Dates: **June 17, 2025 through June 18, 2025**

TREATMENT PROCESS SUMMARY

Primary Source: Nolin Lake		Maximum Pumping Rate: 680
Secondary Source:		Filter Design Rate (gpm/ft ²): 5
Pre-sedimentation Size: 50,000 gallons	Aeration: 1) 2)	
Sedimentation (Primary): Pulsator/SuperPulsator Sedimentation 2: 1)	Filter (Primary): High Rate with Mixed Media Filter 2 (if 2 different filter types): 1)	
Total Clear Well Size (gallons): 275,000	Total Distribution Storage Capacity (gallons): 1.1445	
Does each component of the WTP meet 10 State Standards or has each been approved by the Division of Water?		Yes

COMMENTS:

Pre-sedimentation basin provides contact time with Sodium Permanganate.

CHEMICALS SUMMARY

Pre-Disinfection/Treatment: 1) Sodium Permanganate 2) Chlorine Gas	Primary Coagulant: Polyaluminum Chloride Secondary Coagulant (Name): Polymer
Post-Disinfection: 1) Chlorine Gas 2)	
Filter Aid Name:	Corrosion Control:
Taste and Odor: Activated Carbon/Powder	Softening:
Iron and Manganese Removal: Sodium Permanganate	Fluoride Supplement: Hydrofluosilicic Acid

COMMENTS:

Blended phosphate is 65% poly and 35% ortho. Carbon is now being fed year-round. Switched from Potassium to Sodium Permanganate in October, 2024.

SOURCE

SOURCE NAME	WATER WITHDRAWAL NUMBER	PERMITTED AMOUNT (MGD)	IS CAPACITY ADEQUATE?	ARE THERE WATER QUALITY ISSUES?
Nolin Lake	1279	1	Yes	No
Upstream land uses: <ul style="list-style-type: none"> • Farmland • Logging • Oil and Gas • Recreation • Residential 			Upstream discharges within 5 miles: <ul style="list-style-type: none"> • Farmland • Logging • Oil and Gas • Recreation • Residential 	
Is there a source water protection plan in place? (Call ADD if no one at plant knows.)				No
Are there any sources of Cryptosporidium in the watershed?				Yes
Describe the sources: Ag				
Is the system drought-vulnerable? (Has the system ever been on water conservation or dealt with a dwindling water source during warm weather?)				No
<i>Does the system perform both source and finished water quality monitoring as required?</i>				Yes
What type of water quality monitoring is done on the source water: <ul style="list-style-type: none"> • Alkalinity • Hardness • Iron • Manganese • pH • Temperature • Turbidity 				
If multiple sources are available, is the one in use the "best" in terms of both water quality and quantity?				
Are there any factors that have limited the capacity of raw water source(s) with in the last 10 years?				No
Are there any unaddressed factors that have reduced the quality of raw water source(s) in the last 10 years?				No
If the quality of the raw water source(s) has been reduced within the past 10 years, have the contributing factors already been successfully addressed?				
Are there any unaddressed factors that have limited the water available for purchase from contracted source(s) in the last 10 years?				
No				
COMMENTS:				
System was unsure if there was a Source Water Protection Plan and ADD was not able to provide one.				

INTAKE STRUCTURE							
LOCATION			TYPE	# of INLETS	SCREEN GRID SIZE (in)	IS FLOODING A PROBLEM?	IS SILT BUILD-UP A PROBLEM?
ROAD/AREA	LAT	LONG					
Nolin Lake	37.3422	-86.1261	Fixed	3	0.2	No	Yes

Number of raw water mains: 1 which are: Pumped

Is raw water flow measured? No

List any chemicals fed at the source: Sodium Permanganate

If source is a reservoir, is it aerated?

List depths of intake levels (normal pool): 509, 495, 488

Screens are: Stationary

Is screen clogging a problem? Yes

How are screens cleaned? air blowoff

Are Zebra mussels a problem? No

How often are the submerged portions of the intake inspected? Annually

When was the date of the last inspection? January 6, 2025

COMMENTS:

Silt issues occur especially during winter pool. System is currently installing a new screen & grid system to use with their air system to push through on the bottom two intakes. There are two transmission lines running from the raw water pump house towards the plant. The two lines run into one line as it reaches the plant. Sodium Permanganate is then fed into the line and the water goes into the Pre-Sedimentation basin.

TREATMENT

PRE-SEDIMENTATION			
CAPACITY (gallons)	FLEXIBILITY TO BYPASS	CHEMICAL FEED CAPABILITY	LIST CHEMICALS FED
50,000	Yes	Yes	Sodium Permanganate

Are treatment chemicals fed at the inlet to the pre-sedimentation basin? Yes

The chemical is fed All the time

Is algae growth a problem? No

How often are the pre-sedimentation basin(s) cleaned? rarely

COMMENTS:

RAPID MIX			
TYPE	NUMBER	VOLUME (gallons)	PHYSICAL CONDITION
Mechanical Mixer	1	2,214	Good

List chemicals in the order they are fed at the rapid mix: Coagulant and Polymer. Carbon fed after the flash mix

Is adequate mixing of chemicals taking place?	Yes
Are there flow splits after the rapid mix?	Yes
Is the flow distribution even?	Yes

COMMENTS:

Water leaves flashmix and flows evenly into two pipes that go to each clarifier/pulsator

SEDIMENTATION BASINS					
TYPE	TRAINS / STAGES	VOLUME (gallons)	SQ. FT. AREA PER BASIN	% WITH TUBE SETTLERS	PHYSICAL CONDITION
Pulsator/SuperPulsator	2/ Single	35,000		0	Good

List any chemicals fed in the sedimentation process: Carbon fed post flashmix

What is the sedimentation turbidity goal? <u>< 1 NTU</u>	
Where is this sample taken? TOF	
gpm/ft ²	
If system has an Actiflo process, what is the rise rate?	
How often are the basins cleaned? twice per year	
How often is sludge removed from the basins? hourly	
Sludge removal is: <ul style="list-style-type: none"> Mechanical 	
What was the sludge depth at the time of this inspection?	
What was the settled water turbidity at the time of this inspection? <u>1.2</u>	
Is there evidence of short-circuiting (flow or density currents)?	No
Is baffling present in the basins?	Yes
Describe the baffling: <u>plate settlers</u>	
If multiple sedimentation basins, describe the piping from the basins to the filters: <u>both basins run into a single pipe that goes to filters</u>	
Is there evidence of floc carryover to the filters?	Yes

COMMENTS:

Plate settlers cleaned in fall of 2024. Floc carryover is a persistent problem.

FILTERS							
Total Number of Filters: <u>2</u>							
<i>Plant flow rate divided by total square footage of filters in service at the time of inspection.</i>							
TYPE	MEDIA TYPE	FILTER RATE (at ins p)	FILTER CONTROL	SURFACE WASH TYPE	FILTER TO WASTE	FILTER AREA	PHYSICAL CONDITION
High Rate with Mixed Media		3.5 gpm/ft ²	None	Rotary	Yes	90	Good

List any chemicals fed in the filtration process:	
What is the filtered water turbidity goal?	< 0.05 NTU
Does this apply to the combined filter effluent?	Yes
To individual filter effluents?	Yes
What criteria are used for filter backwash?	turbidity and loss of head
What is the backwash rate in gallons per minute?	<u>1,950 gpm</u>
Is filter backwash rate ramped up and down?	Yes
Is backwash flow rate measured?	No
Are filters ever bumped?	No
Is air scouring used?	No
What was the combined filter effluent turbidity at time of inspection?	0.087
Are individual filters monitored for turbidity	Yes
Are the IFE turbidimeters calibrated per the manufacturer's instructions? (inspect documentation)	Yes
Is this turbidity continuously recorded?	Yes
Can this data be retrieved in usable form from storage (tape or CDs)?	Yes
Is filter to waste (rewash) present?	Yes
Is it used?	Yes
Can turbidity be measured while filtering to waste?	Yes
Are flows adjusted on remaining in-service filters during a backwash?	No
COMMENTS:	
There is no actuator present on filter influent lines, so influent water coming to filters cannot be stopped, even during backwash cycle. There is some corrosion on the inside of the filter walls near the top. New surface wash actuators are being planned for installation. There is a considerable amount of rust/corrosion in the pipe gallery.	

RESIDUALS HANDLING	
What percent of plant production is used for in-plant processes (backwash, chemical feed, sanitary)?	<u>5%</u>
How are spent backwash water and other liquid residuals handled?	backwash basin
If applicable, is the spent backwash holding tank/lagoon volume adequate?	Yes
Does the plant discharge water from this tank/lagoon back to a body of water?	Yes
Does the plant have a KPDES discharge permit?	Yes
Permit number: KY0109690	
Is the discharge meeting permit requirements?	Yes
Is the discharge point upstream of the intake?	Yes
If yes, how far upstream is the discharge point from the intake?	Very near the intake on the lake.
Is spent backwash water recycled?	No
How are solid residuals handled?	
COMMENTS:	
Accumulated sludge in backwash basin will be pumped through a grit removal system into old lagoon to dry. Old lagoon onsite has been excavated and will soon be available to accept solids.	

CHEMICAL FEED EQUIPMENT				
CHEMICAL NAME	PURPOSE	FEEDER TYPE	FEED POINT	NUMBER & CONDITION
Polyaluminum Chloride	<ul style="list-style-type: none"> Coagulation 	Peristaltic	Quick/Flash Mix	1 Good
Sodium Permanganate	<ul style="list-style-type: none"> Iron Removal Manganese Removal 	Peristaltic	Pre-Sedimentation	1 Good
Polyphosphate	<ul style="list-style-type: none"> Corrosion Control Sequestering 	Metering Pump	Pre-Clearwell/Bladder Tank	1 Good
Powdered Activated Carbon	<ul style="list-style-type: none"> Taste/Odor Control 	Volumetric	Quick/Flash Mix	1 Good
Hydrofluosilicic Acid	<ul style="list-style-type: none"> Dental Health 	Peristaltic	Pre-Clearwell/Bladder Tank	1 Good

How are chemical feeders calibrated?	time measurement into graduated cylinder
How often are chemical feeders calibrated?	every two weeks
Are chemical dosages calculated?	Yes
How often are dosages calculated?	<u>pounds/day calculation</u>
Are chemicals NSF or United Laboratories certified and approved by DOW prior to use?	Yes
Do the bulk liquid feed systems have day tanks?	No
Are there at least two feeders provided for essential processes (such as coagulation and disinfection)?	Yes
Are spare parts available?	Yes
Is there enough storage for at least a 30-day supply of chemicals used?	No
Are there containment areas around the chemicals in case of spills or leaks?	No
Are in-plant water supplies protected from backflow (cross connections)?	Yes
Does a certified tester test backflow prevention devices?	No

COMMENTS:

All chemical feed pumps have been replaced within the past year. There is normally not enough storage of coagulant on-hand for a 30 day supply. The chemical containers lack containment. A backflow prevention device was recently installed at the plant, but has not yet been tested by a certified tester.

GAS CHLORINE SAFETY	
Is the chlorine room enclosed and separate from other operating areas?	Yes
Is there a working exhaust fan in the chlorine room?	Yes
Does it provide one complete air change per minute?	Yes
Does it exhaust from floor level?	Yes
Is intake air near the ceiling?	Yes
Is there an external audible and visual alarm?	No
Are switches located outside the chlorine room?	Yes
Are chlorine tanks secured?	Yes
Are the scales operational?	Yes

Is automatic switchover of chlorine cylinders provided?	Yes
Is there a shatterproof viewing window in chlorine room?	No
Is there a crash bar on the door of the chlorine room?	Yes
Does the door open out and to the exterior of the building? Yes	
Is there a SCBA unit meeting NIOSH standards outside the chlorine room?	Yes
Are personnel trained to use the SCBA? No	
Is the "buddy system" practiced when changing or moving chlorine cylinders?	Yes
Is leak detection provided?	Yes
Is ammonia available for chlorine leak detection?	Yes
Is there a chlorine tank repair kit?	Yes
Are personnel trained and certified to use the kits?	No

COMMENTS:

The chlorine leak detection alarm does not provide audible or visual alerts outside the room. There is a window opening in the back of the room from the chemical storage area, but the window is covered by chemical storage tanks.

DISINFECTION			
TYPE	APPLICATION POINT	REDUNDANCY AVAILABLE	FEEDER TYPE
Chlorine Gas	Quick/Flash Mix	Yes	Chlorinator
Chlorine Gas	Pre-Clearwell/Bladder Tank	Yes	Chlorinator

What is the means used to measure disinfectant chemical usage?	scales
How is the disinfectant residual monitored?	Chemtrac and benchtop
Is there an on-line, recording chlorine analyzer on the plant tap (for systems serving >3,300)?	Yes
Are C-Ts calculated daily?	No

COMMENTS:

Spare chlorinator is available.

CLEARWELLS			
VOLUME	BAFFLING TYPE	DISINFECTANT RESIDUAL	
		TOTAL	FREE
100,000 Gallons	Unbaffled (0.1)		
175,000 Gallons	Unbaffled (0.1)	2.02	1.67

List chemicals in the order in which they are fed into the clearwell: phosphate, chlorine, and HFS	
Multiple clearwells are:	In series
Are hatches secured?	No
Are vents screened?	Yes

How often are clear wells cleaned? Rarely

COMMENTS:

Clearwells are used in series, but valves are in place to separate them if needed. Neither of the clearwells had screens on the overflow pipe. The large clearwell did not have a lock on the hatch.

WATER PLANT PUMPS (Low service/raw water, high service/finished water and backwash)					
FLOW STREAM	LOCATION	NUMBER OF PUMPS	CAPACITY (gpm)	PUMP TYPE	FLOW CONTROL METHOD
Backwash Water	Clearwell	1	1,900	Vertical Turbine	Manual
Finished Water	Clearwell	2	700 700	Vertical Turbine	Manual
Primary Raw Water	Intake	2	800 800	Vertical Turbine	Manual

Are documented maintenance and pumping records maintained for all distribution pumping stations? (minimum of pump run times, pump testing, maintenance log) No

Do all pumping facilities have the ability to meet demand with one pump out of service during peak demand? Yes

COMMENTS:

System is about to begin a monthly inspection and maintenance schedule for distribution pump stations.

WATER PLANT ON-LINE INSTRUMENTATION			
TYPE	FLOW STREAM (Location)	MANUFACTURER	LAST CALIBRATION DATE
Chlorine	Tap	Chemtrac HydroAct	April 22, 2025
Turbidity	Individual Filter Effluent	Hach 5300 SC	April 22, 2025
Turbidity	Combined Filter Effluent	Hach 5300 SC	April 22, 2025

COMMENTS:

On-line instrumentation calibrated by Labtronix every quarter. New on-line turbidimeters have recently been installed for individual filter and combined filter turbidity.

LABORATORY (PLANT)			
PARAMETERS TESTED	FREQUENCY	EQUIPMENT USED	CALIBRATION METHOD
Chlorine	twice per day	Hach DR3900	Labtronix
Turbidity	Twice per day	Hach TU5200	Labtronix
pH / Temp	twice per day	Hach HQ411d	three-point calibration
Hardness / Alkalinity	twice per day	Titration	
Iron / Manganese	Twice per day	Hach DR3900	Labtronix
Phosphate	Twice per day	Hach DR3900	Labtronix
Fluoride	Twice per day	Hach DR3900	Labtronix

Is laboratory space and lighting adequate?	Yes
Are analyses conducted according to approved EPA methods?	Yes
Does the lab have SOPs for sample collection, analysis, and reporting?	No
Are daily log sheets used to record day-to-day operations, testing, etc?	Yes
Daily log sheets are: Hand-Written	
COMMENTS:	

IN-PLANT SAMPLING (for example, top and bottom of filters)				
SITE	CHLORINE (mg/L)		pH	TURBIDITY (NTU)
	FREE	TOTAL		
RAW				9.66
TAP	1.67	2.02	7.29	
CFE	0.32	0.6		0.21
TOF				0.74
COMMENTS:				
During the inspection, divers were working at the raw water intakes and the plant had to be shut down for a period of time. Some of the instrumentation readings may have been affected by this.				

DISTRIBUTION SYSTEM	
Does the system have standard specifications for design and construction of the distribution system?	Yes
Does the system prohibit new connections where pressure on the discharge side of the meter will be <30 psi?	Yes
Is the system able to meet minimum pressure requirements of DOW and/or other regulating authority?	Yes
Does the system have a documented leak detection program?	No
Does the distribution system have a sufficient number of valves to isolate portions of the system (for leak detection, maintenance, etc.)?	Yes
If there are separate distribution system areas, are they interconnected with each other?	No
How many separate areas are there? <u>2</u>	

What prevents these systems from being interconnected? <u>Brownsville and Wax system separated by valve that is sometimes open but not always</u>	
How many pressure zones are there? <u>19</u>	
What is the range of distribution pressures? <u>31-210</u>	
Do any distribution areas require reduced pressure valves?	Yes
What piping materials are included in the distribution system? <u>PVC, AC, DI</u>	
Does the system have a program for flushing water mains?	Yes
Describe the process for sterilizing new mains/main breaks: <u>AWWA</u>	
What types of on-line instrumentation are located at booster or pump stations and tanks? <u>Telemetry and Intrusion Alarms</u>	
Does the system have a documented program for exercising distribution system valves?	No
Does the system have a documented program for regular testing of water meters including raw water, distributed and customer?	Yes
Is there a water meter replacement program?	Yes
Are there main break/emergency notification procedures?	Yes
Does the system have a documented procedure for issuing a boil water advisory and a consumer advisory? The procedure shall identify when (how soon after the occurrence) and how the system shall notify the affected health department, to whom that notification shall be made both during and after normal business hours, and procedures for issuing the advisory to the public. The public notification shall include instructions for the public (including how to properly boil water) and an explanation of steps being taken to correct the problem.	No
Describe how the decision is made to issue a Boil Water Advisory: <u>System pressure and chlorine concentration</u>	
Does the system have a cross-connection control program?	Yes
Is the cross-connection control program documented in writing?	Yes
Does a certified tester test the backflow prevention devices on a regular basis?	No
Has a calibrated hydraulic model been developed for the system?	Yes
COMMENTS:	
Brownsville plant and Wax plant basically have separate distribution systems. System has recently created a water quality position to flush lines, check chlorine residuals, and sample for BacT's. New water mains are contracted. Some of the pump stations have pressure and flow meters, but not all. System has a licensed residential meter tester and an inhouse test bench. System uses a one-call system and social media for public notification.	

DISTRIBUTION STORAGE FACILITIES									
LOCATION			VOLUME (gallons)	TANK TYPE	OVERFLOW		LAST CLEANED/INSPECTED	TELEME-TRY	% TURNOVER (Per Day)
ROAD/AREA	LAT.	LONG.			SCREEN/FLAPPER	>10' FROM TANK			
river hill	37.2053	-86.2819	150,000	Elevated	Yes	Yes	January 1, 2024	Yes	
lindseyville	37.2435	-86.282	500,000	Elevated	Yes	Yes	January 1, 2024	Yes	
windyville	37.2137	-86.3002	100,000	Elevated	No	Yes	January 1, 2024	Yes	
perry	37.1889	-86.2489	500,000	Ground	No	Yes	January 1, 2024	Yes	
perry #2	37.1889	-86.2489	1,000,000	Ground	No	Yes	January 1, 2024	Yes	

hwy 101	37.1012	-86.2306	250,000	Elevated	Yes	Yes	January 1, 2024	Yes	
industrial park	37.0878	-86.0769	300,000	Elevated	No	Yes	January 1, 2024	Yes	
wingfield	37.1216	-86.3131	100,000	Elevated	No	Yes	January 1, 2024	Yes	
cedar springs	37.1125	-86.1488	50,000	Elevated	No	Yes	January 1, 2024	Yes	
Howell	37.3613	-86.1396	100,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Hwy 88	37.3589	-86.1345	400,000	Ground	No	Yes	January 1, 2024	Yes	
Cub Run	37.3165	-86.0553	200,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Lincoln	37.257	-86.1383	200,000	Standpipe	No	Yes	January 1, 2024	Yes	
Nolin Estates	37.3601	-86.1598	120,000	Standpipe	No	Yes	January 1, 2024	Yes	
Kessinger	37.3089	-85.9547	150,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia 1	37.4096	-86.227	100,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia	37.3601	-86.227	125,000	Standpipe	Yes	Yes	January 1, 2024	Yes	

Are all storage tanks professionally inspected at least every 5 years (including interior, coating systems, & piping)? Yes

How often are tanks: INSPECTED every 5 years and CLEANED as needed?

Are all storage tanks and water plants equipped with hatches, covers, screens, vandal guards and locks and all tank sites fenced for security? No

Are all hatches, screens, and overflows on the storage tanks checked at least monthly? No

Is there corrosion protection in the tanks? No

COMMENTS:

All storage tanks were inspected in 2024. The majority of the storage tanks in the system do not have screens. Howell tank has been rehabed recently. Lindseyville tank has just been rehabed and was about to be put back into service at the time of inspection. Industrial Park tank was being prepared for rehab at the time of inspection. Industrial Park tank overflow pipe was not accessible due to overgrown vegetation. River Hill, Perry 2, Cedar Springs, and Lincoln Tanks had trees/vegetation near the tank in vertical plane. Several tanks had access ladders that were not secured. The three clearwell overflow pipes at Brownsville and Wax Plants had no screens.

DISTRIBUTION BOOSTER PUMPS AND/OR BOOSTER DISINFECTION FACILITIES								
LOCATION			PUMP or DISINFECTION	NUMBER of PUMPS	PUMP CAPACITIES (gpm)	DISINFECTION TYPE	AUXILIARY POWER	COMMENTS
ROAD/AREA	LAT	LONG						
river hill	37.204	-86.2836	Pump	2	800 800		No	
fairview	37.1807	-86.2486	Pump	2	1,050		No	
rhoda	37.158	-86.2253	Pump	2	375		No	
Chaumont			Pump	2	100		No	
Sleepy Hollow	37.363	-86.1843	Pump	2	135		No	Replacing pump station. Bidding finished
Cub Run	37.3065	-86.0418	Pump	2			No	
KY 88	37.3589	-86.1345	Pump	2	250		No	
Big Windy	37.3198	-86.1157	Pump	2	250		No	
Dog Creek			Pump	2	200		No	Replacing soon, bidding finished
Bee Springs	37.2893	-86.2849	Pump	2	150		No	
Forks	37.2704	-86.2364	Pump	2	177		No	Planning on being replaced.

COMMENTS:

Pump station recently replaced.

DISTRIBUTION SAMPLING (a minimum of N, S, E, W)					
SITE	CHLORINE		pH	TURBIDITY	OTHER
	FREE	TOTAL			
229 C L Ray Rd	0.79	0.81	7.42	0.15	
4896 Chelybeate School Rd	0.96	1.07	7.41	0.43	
Pleasant Union Church	0.78	0.89	7.3	0.15	
Misty Hollow Woodworks	0.77	1.01	7.26	0.19	

11251 Cub Run Hwy	1.68	1.91	7.36	0.19	
The Getaway	2.03	2.16	7.23	0.16	

Is the system maintaining the required chlorine (0.2 mg/l) / chloramine (0.5 mg/l) residuals in the distribution system? Yes

COMMENTS:

Additional samples taken due to the two distribution systems

MAINTENANCE

Is plant housekeeping adequate? Yes

Is distribution storage housekeeping adequate? Yes

Are adequate supplies of spare parts kept on hand? Yes

Are needed tools available? Yes

Is a lock-out/tag-out system used for electrical repairs? Yes

What is the general condition of operating equipment? good

COMMENTS:

Electrical work contracted.

DOCUMENTATION

- Instrument readings taken by DEP

OVERALL TECHNICAL COMPLIANCE STATUS

No Violations Observed -- Advisory Action Taken (impending trends)



DATE: June 24, 2025

INSPECTOR: Justin Spears

TITLE: Environmental Scientist III



09-10-2025

Charles Bailey
Technical Assistant Section
Drinking Water Branch
Division of Water

Dear Mr. Bailey

In response to the report on the recent Sanitary Survey of the Edmonson County Water District I will report below.

Significant Deficiency: Wax plant not completely cover with a certified operator on all shifts

- As you are aware of, we have entered into an operations agreement with Green River Valle Water District to operate the Wax treatment plant and manage the service territory in Hart County. I have discussed the previous shortage of operators that Edmonson County Water District had while operating the treatment plant with Michael Peterson who is now the operator in charge of the Wax plant for GRVWD. He assures me that GRVWD takes this seriously as we all do and is currently operating the plant with two scheduled shifts and can maintain a certified operator on each shift.

Non-Significant Deficiencies:

- I am in the slow process of developing a new (O&M) manual to replace the old one currently being used
- The chemical storage issues and containment at the Brownsville plant have been addressed. Containment if the fluoride room has been fixed and chemical storage is much more organized.
- We have ordered alarms for the Brownsville plant to attach to the existing system, and I will discuss this deficiency at Wax with Michael Peterson.
- I will share this one with Michael Peterson as well and I am sure he will immediately address.
- All overflow that needed 24 mesh screens have been installed.
- All tank overflows that needed 24 mesh screens have been installed throughout the system.
- As part of the O&M update this section has now been created and available to all employees.

This Institution is an Equal Opportunity Provider and Employer

1128 KY Hwy 259 N.

P.O. Box 208

Brownsville, KY 42210

Phone: (270) 597-2165 Fax: (270) 597-2166

I want to take this opportunity to thank the people in the Division of Water for their support as we move through the process of making these much-needed system improvements to the ECWD. I will forward GRVWD and GCWD copies of this report and our reply as they are an integral part of this system at present.

Please contact me with any questions or concerns.

Regards



Kevin Shaw
General Manager
Edmonson County Water District

GREEN RIVER VALLEY WATER DISTRICT

1180 East Main Street
P.O. Box 460
Horse Cave, KY 42749
(270) 786-2134
Fax (270) 786-5261
TTY1-800-773-2135

DISTRICT COMMISSIONERS
John Bunnell, Chairman
Leland Glass
Pat Tucker
Adrian Gossett, Secretary
Pat Ross, Attorney
Debbie Fowler

Andrew Tucker, General Manager

September 26, 2025

Mr. Charles Bailey
Technical Assistant Section
Drinking Water Branch
Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY. 40601

RE: AI:982 PWSID: Ky 0310114
Drinking Water Sanitary Survey

Dear Mr. Bailey

The purpose of this letter is to address your August 14, 2025, letter to Kevin Shaw and Edmonson County Water District.

As you know, Green River Valley Water District (Green River) commenced operating Edmonson County Water District's Was WTP on July 1, 2025. Since then, Green River has switched from operating the WTP on 3 -8 hour shifts as Edmonson County was doing to operating in on 2 -12 hour shifts.

The first (day) shift is staffed by a Class IV operator. The second (night) shift is staffed by a Class III operator. In addition, a Class IV operator employed by Green River lives within 10 minutes of the Wax WTP. She can respond to any issues which may arise.

Should you need any additional information, please let me know.

Sincerely,



Andrew Tucker
General Manager
Green River Valley Water District

Exhibit 27

EPA Notice of Noncompliance,
Administrative Compliance Order,
Edmonson District's Response, and
EPA Closing Letter Concerning the Administrative Compliance Order



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL
CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Unilateral Administrative Compliance Order Pursuant to Section 1414(g) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3, Edmonson County Water District Public Water System in Brownsville, Kentucky. PWS ID: KY0310114. Docket No. SDWA-04-2025-5004

Dear Kevin Shaw:

Under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA), the U.S. Environmental Protection Agency, Region 4 conducted a compliance inspection on March 12 – 13, 2025, of the Edmonson County Water District Public Water System (Edmonson County PWS) located 1128 Highway 259 North, Brownsville, Kentucky. During the inspection, the EPA inspection team evaluated the Edmonson County PWS for its compliance with America’s Water Infrastructure Act, which requires public water systems to produce and certify a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) under Section 1433 of the SDWA, 42 U.S.C. § 300i-2.

During the inspection, the EPA observed the following instances of noncompliance with Section 1433 of the SDWA, 42 U.S.C. § 300i-2:

- The RRA was missing an assessment of risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System; monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.

- The ERP was missing an assessment of strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System, as required by Section 1433(b) of the SDWA.

As a result, the EPA hereby issues the Edmonson County PWS the enclosed Order, effective upon your receipt, that outlines actions to be taken by the Edmonson County PWS to achieve compliance with Section 1433 of the SDWA.

This Order constitutes final agency action. Under Section 1448(a) of the SDWA, 42 U.S.C. § 300j-7(a), Respondent may seek federal judicial review. Nothing in this Order shall constitute a waiver, suspension, or modification of the terms and conditions of any Permit issued to Respondent for its water system, which shall remain in full force and effect. Failure to comply with the requirements herein shall constitute a violation of this Order and the SDWA and may subject the Edmonson County PWS to penalties as provided in Section 1414(g)(3) of the SDWA, 42 U.S.C. § 300g-3(g)(3), as amended by the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended, and as codified by the EPA at 40 C.F.R. Part 19.

If you have any questions regarding this matter and/or to schedule a meeting to discuss, please contact Whitney Buehler, Drinking Water Enforcement Officer, at buehler.whitney@epa.gov or (404) 562-9739. For legal inquiries, please have your attorney(s) contact Tyler Sniff, Associate Regional Counsel, at sniff.tyler@epa.gov or (404) 562-9499. Thank you in advance for your immediate attention to this matter.

Sincerely,

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL

CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Notice of Noncompliance and Concerns Pursuant to Section 1414(a)(1)(a) and Request for Information Pursuant to Section 1445(a)(1) of the Safe Drinking Water Act, 42 U.S.C. §§ 300g-3(a)(1)(A) and 300j-4(a)(1), Edmonson County Water District Public Water System in Brownsville, Edmonson County, Kentucky. PWS ID Number: KY0310114. Docket Number: SDWA-1445-2025-07

Dear Kevin Shaw:

The U.S. Environmental Protection Agency is responsible for assuring public water systems (PWS) provide safe drinking water in accordance with the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300f et seq., and the regulations promulgated thereunder. According to the information in the EPA's Safe Drinking Water Information System, the Edmonson County Water District Public Water System serves a population of approximately 17,848 with 14,200 service connections. Pursuant to Section 1401(15) of the SDWA, 42 U.S.C. § 300f (15), it is therefore a community water system.

A community water system is subject to the requirements of the National Primary Drinking Water Regulations, 40 C.F.R. Part 141, and the Kentucky Primary Drinking Water Regulations, promulgated pursuant to promulgated pursuant to the Kentucky Administrative Regulations, Title 401, Ch. 8 (401 KAR 8). Pursuant to SDWA Section 1413, 42 U.S.C. § 300g-2, the Kentucky Energy and Environment Cabinet's Department of Environmental Protection (KDEP) is the primary agency responsible for implementing and enforcing the Public Water Supply Supervision Program for Kentucky. See 401 KAR 8:010.

Although the KDEP administers the Public Water Supply Supervision Program for Kentucky pursuant to Section 1413 of the SDWA, the EPA retained primary enforcement authority over Section 1433 of the SDWA. See 42 U.S.C. § 300g-3(g)(1) (granting the EPA administrative enforcement authority over “applicable requirements,” as defined at Section 1414(i), 42 U.S.C. § 300g-3(i)).

On March 12-13, 2025, a Drinking Water Inspection (Inspection) was conducted by the EPA, Region 4 Drinking Water Enforcement Section. An Inspection Report based on the findings of the Inspection was provided to the System on April 15, 2025. A copy of this Inspection Report was also provided to the KDEP.

Notice of Noncompliance

Based on information observed during the Inspection, the EPA alleges that the System is in noncompliance with the SDWA, the National Primary Drinking Water Regulations, and the Kentucky Primary Drinking Water Regulations, as described below:

1. Pursuant to SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), community water systems serving more than 3,300 persons must conduct a Risk and Resilience Assessment (RRA) of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.

At the time of the inspection, the RRA provided by the System did not assess any of the required elements of the RRA.

Therefore, the System is in noncompliance with SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), for failure to produce a Risk and Resilience Assessment that contains the required elements.

2. Pursuant to SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), community water systems serving more than 3,300 persons, must prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;

- b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- c. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
- d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

At the time of the inspection, the ERP provided by the System did not include any of the required elements of the ERP.

Therefore, the System is in noncompliance with SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), for failure to produce an Emergency Response Plan that contains the required elements.

3. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the *Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012* (Recommended Standards for Water Works).

Pursuant to the Recommended Standards for Water Works- 5.1.9.d.2., liquid chemical storage tanks shall have an overflow and a receiving basin capable of receiving accidental spills or overflows without uncontrolled discharge; a common receiving basin may be provided for each group of compatible chemicals, which provides sufficient containment volume to prevent accidental discharge in the event of failure of the largest tank.

At the time of the Inspection, EPA inspectors observed chemical storage at Plant A and Plant B that lacked secondary containment measures.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for failure to provide a receiving basin for the chlorine bulk storage capable of receiving accidental spills or overflows without uncontrolled discharged, as required in the Recommended Standards for Water Works.

4. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the *Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012* (Recommended Standards for Water Works).

Pursuant to Recommended Standards for Water Works- 5.0.3.d., general feed equipment design shall be such that chemicals that are incompatible are not stored or handled together. At the time of the Inspection, EPA inspectors observed incompatible chemicals being stored in close proximity to one another at Plant B.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for storing incompatible chemicals together.

5. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of the Inspection, System staff stated that the filter media at Plant A had not been replaced in at least 30 years. Typical filter media life is between 15 and 20 years.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the treatment facilities to ensure effective performance.

6. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of Inspection, EPA inspectors observed deterioration of the storage tanks at the following facilities:

- a. Perry 1 and Perry 2 storage tanks:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
 - ii. Mildew and paint thinning on exterior of tanks.
- b. 101 storage tank:
 - i. Erosion around the riser footing.
- c. Peonia 1 and Peonia 2 storage tanks:
 - i. Corrosion, paint thinning, and vegetative growth on the exterior of the tanks.
- d. 88 storage tank:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
- e. Howell storage tank:
 - i. Erosion around the riser footing.
- f. Plant A ground storage clearwell:
 - i. Cracking in the exterior of tank.
- g. Plant B ground storage clearwells:
 - i. Algal and vegetative growth around the base of the clearwells.

EPA inspectors observed corrosion at the following facilities:

- a. Plant B filter walls,
- b. Forks booster pump station, and
- c. Fairview booster pump station.

EPA inspectors also observed a leak from a water valve outside of the Fairview booster pump station.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the distribution facilities.

7. Pursuant to 401 KAR 8:020 Section 3(13), each community water system shall establish and maintain a flushing program that ensures that:
 - i. dead end and low usage mains shall be flushed periodically;
 - ii. drinking water standards shall be met;
 - iii. sediment and air shall be remove; and
 - iv. disinfectant residuals established in 401 KAR 8:150, Section 1 shall be maintained.

At the time of the Inspection, System staff stated that a flushing program has not been established.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(13) for failure to establish and maintain a flushing program that meets State requirements.

Notice of Concerns

During the March 2025 Inspection, the EPA identified several areas of concern. An area of concern may include a defect in design, operation, and/or maintenance; or a failure or malfunction of the sources, treatment, storage, and/or distribution system that is causing, or has the potential for causing, the introduction of contamination into the water delivered to consumers.

The following areas of concern were noted in the Inspection Report, which the EPA recommends the System take immediate action to address:

1. At the time of the Inspection, the chlorine alarm at Plant A was nonfunctional.

It is recommended that alarms are installed and functional to notify System staff of an accidental release of chlorine gas.

2. At the time of Inspection, EPA inspectors observed no locking mechanism on the clearwell hatch in Plant A.

It is recommended that a lock be installed on the clearwell hatch to prevent any unauthorized access to the finished water.

3. At the time of the Inspection, EPA inspectors observed storage tanks without locked ladder guards at the following locations:

- a. Perry 2 storage tank,
- b. Howell storage tank, and
- c. Peonia 1 storage tank.

It is recommended that locked ladder guards be installed on all storage tanks with exterior ladders to prevent any unauthorized access to the finished water.

4. At the time of the Inspection, System staff was not noting the name of the person performing laboratory analysis at the in-plant laboratories.

It is recommended that the name of the staff member performing the analysis be listed for quality control purposes.

5. At the time of the Inspection, EPA inspectors observed a lack of adequate site security at the following sites:

- a. Perry 1 and Perry 2 storage tanks,
- b. Rhoda booster pump station,
- c. Peonia 1 and Peonia 2 storage tanks,
- d. Nolin Estates storage tank, and
- e. River Hill storage tank.

It is recommended that every facility and asset have adequate site security to prevent any unauthorized access to the finished water.

6. At the time of the Inspection, EPA inspectors observed storage tank overflows that lacked size-24 mesh at the following locations:

- a. 101 storage tank,
- b. Perry 1 and Perry 2 storage tanks,
- c. River Hill storage tank,
- d. Peonia 2 storage tank,
- e. Lindseyville storage tank,
- f. 88 storage tank,
- g. Howell storage tank,
- h. Nolin Estates storage tank, and
- i. Plant B clearwell overflows.

It is recommended that the System install non-corrosive 24-mesh on all tank overflows to ensure that finished water is safeguarded against contamination by insects.

7. At the time of the Inspection, EPA inspectors observed vegetation in the vertical plane at Perry 2 storage tank and River Hill storage tank.

It is recommended that the System trim tree limbs and other vegetation growing in the storage tank site, as they can potentially damage the structure and provide a route for unauthorized access to the storage tanks.

8. At the time of the Inspection, the high service pumps at Plant B did not have guards protecting the rotating shaft of the vertical pump head.

It is recommended that the System install guards on the pump head to protect System personnel from injury from the rotating shaft.

9. At the time of the Inspection, EPA inspectors observed a leak from an abandoned spigot at Plant B.

It is recommended that the System repair the leak from the spigot to maintain a clean and safe work area for System personnel.

10. At the time of the Inspection, the overflow at Nolin Estates storage tank did not terminate 12 to 24 inches above the ground surface.

It is recommended that the system install an overflow pipe that terminates 12 to 24 inches above the ground over a drainage inlet structure or splash plate, as stated in the Recommended Standards for Water Works.

11. At the time of the Inspection, EPA inspectors observed threaded taps with hoses attached at Plant B.

It is recommended that threaded taps be replaced, or backflow prevention devices be added, to mitigate the risk of cross-connections.

Consistent with Section 1414(a)(1)(A) of the SDWA, 42 U.S.C. § 300g-3(a)(1)(A), the EPA is hereby notifying the System of the noncompliance it observed during its Inspection. This Notice of Noncompliance shall not be construed as a final agency action subject to judicial review under Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g). The EPA reserves its rights to take any appropriate enforcement action, which may include issuance of administrative compliance orders under Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g) or commencement of civil judicial actions under Section 1414(b) of the SDWA, 42 U.S.C. § 300g-3(b).

Request for Information

Section 1445(a)(1) of the SDWA, 42 U.S.C. § 300j-4(a)(1), and 40 C.F.R. § 141.31 authorize the EPA to require the submittal of information to determine whether a public water system is in compliance with federal drinking water regulations. Pursuant to this authority, the EPA hereby requests that the System

provide the EPA with documentation of any actions that the System has taken to address each instance of noncompliance alleged herein within 14 calendar days of receipt of this letter. Such documentation may include, but need not be limited to, contracts, scopes of work, additional capital improvement project plans and/or evidence of actions taken to address these observations.

The EPA encourages the submission of this information in electronic format to Whitney Buehler at buehler.whitney@epa.gov. If portions are too large or responsive documents are unavailable in electronic format, please notify Whitney Buehler in your electronic submission that additional information needs to be sent and to make arrangements for an alternative submission method.

Please be advised that, under Section 1445(c) of the SDWA, 42 U.S.C. § 300j-4(c), as amended by 40 C.F.R. § 19.4, Table 1 (Adjustment of Civil Monetary Penalties for Inflation), failure to provide the information required by this letter may result in a civil penalty of up to \$71,545. In addition, under SDWA Section 1414(g), 42 U.S.C. § 300g-3(g), failure to provide the information required by this letter may result in an order requiring compliance. Violation of such order may lead to sanctions under SDWA Section 1414, 42 U.S.C. § 300g-3(g)(3)(A) and 40 C.F.R. § 19.4, Table 1, which may include penalties of up to \$71,545 per day of violation. The information provided in response to this letter may be used by the United States in any enforcement proceeding related to this matter.


The System may, if it so desires, assert a confidential business information (CBI) claim covering any, or all, the information furnished to the EPA in response to this letter. Every CBI claim must be made in a manner described in 40 C.F.R. § 2.203 and must be fully substantiated with documentary evidence which shows how the claim meets every criterion listed in 40 C.F.R. §§ 2.208 and 2.304. If no CBI claim accompanies the System's information when it is received by the EPA, it may be made available to the public by the EPA without further notice to the PWS. Further details, including how to make a business confidentiality claim, are included in Enclosure A.

Consistent with Sections 1414(a)(1) and 1445(a)(1)(B) of the SDWA, 42 U.S.C. §§ 300g-3(a)(1) and 300j-4(a)(1)(B), the EPA is also providing a copy of this Notice and Request for information to KDEP.

If you have any questions, please contact Whitney Buehler, Drinking Water Enforcement Officer, at buehler.whitney@epa.gov or (404) 562-9739. For legal inquiries, please have your attorney(s) contact Tyler Sniff, Associate Regional Counsel, at sniff.tyler@epa.gov or (404) 562-9499.

Sincerely,

**KERIEMA
NEWMAN**

 Digitally signed by KERIEMA
NEWMAN
Date: 2025.08.26 18:44:18 -04'00'

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov

ENCLOSURE A

RIGHT TO ASSERT BUSINESS CONFIDENTIALITY CLAIMS

(40 C.F.R. Part 2)

Except for information which deals with the existence, absence, or level of contaminants in drinking water, you may, if you desire, assert a business confidentiality claim as to any or all of the information that the EPA is requesting from you. Applicable EPA regulations relating to business confidentiality claims are at 40 C.F.R. Part 2 and 40 C.F.R. § 2.304(e).

If you assert such a claim for the requested information, the EPA will only disclose the information to the extent and under the procedures set out in the cited regulations. If no business confidentiality claim accompanies the information, the EPA may make the information available to the public without any further notice to you.

40 C.F.R. § 2.203(b). **Method and time of asserting business confidentiality claim.** A business which is submitting information to the EPA may assert a business confidentiality claim covering the information by placing on (or attaching to) the information, at the time it is submitted to the EPA, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as “trade secret,” “proprietary,” or “company confidential.” Allegedly confidential portions of otherwise non-confidential documents should be clearly identified by the business and may be submitted separately to facilitate identification and handling by the EPA. If the business desires confidential treatment only until a certain date or until the occurrence of a certain event, the notice should so state.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF:	)	Docket No. SDWA-04-2025-5004
)	
Edmonson County Water District	)	ADMINISTRATIVE COMPLIANCE ORDER
1128 Highway 259 North)	
Brownsville, Kentucky 42210	)	Proceeding pursuant to Section 1414(g) of
	)	the Safe Drinking Water Act, 42 U.S.C.
Respondent.	)	§ 300g-3(g).
)	
<u>PWS ID No. KY0310114</u>)	

I. STATUTORY AUTHORITY

1. This Administrative Compliance Order (“Order”) is issued to Edmonson County Water District Public Water System (“Respondent”) pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (“EPA”) by Section 1414(g) of the Safe Drinking Water Act (“SDWA”), 42 U.S.C § 300g-3(g). The Administrator has delegated this authority to the Regional Administrator of EPA Region 4, who has, in turn, delegated this authority to the Director of the Enforcement Compliance and Assurance Division.

II. EPA’s FINDINGS OF FACT AND CONCLUSION OF LAW

2. Respondent owns and/or operates the Edmonson County Water District “public water system” (“PWS”), located in Brownsville, Edmonson County, Kentucky, as defined by Section 1401(4) of the SDWA, 42 U.S.C. § 300f(4), and 40 C.F.R. § 141.2.
3. Respondent’s ownership and/or operation of the System makes it a “supplier of water” within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. § 300f(5), and 40 C.F.R. § 141.2.
4. Respondent is a “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12), and is subject to an order issued under Section 1414(g) of the SDWA 42 U.S.C. §300g-3(g).
5. Respondent’s PWS provides piped water for human consumption and regularly serves at least 15 service connections and/or at least 25 residents and is therefore a “community water system” (“CWS”) as defined by Section 1401(15) of the SDWA, 42 U.S.C. §

300f(15), and 40 C.F.R. § 141.2. Respondent is, therefore, subject to the requirements of the SDWA and its implementing regulations found at 40 C.F.R. Part 141.

6. Respondent's PWS serves a population of 17,848 people.
7. On October 23, 2018, the SDWA was amended in accordance with the America's Water Infrastructure Act ("AWIA") of 2018 (Public Law 115-270). In relevant part, AWIA amended 1433's CWS risk and resilience provisions, 42 U.S.C. § 300i-2.
8. Section 1433(a)(1)(A) of the SDWA requires CWSs serving more than 3,300 persons to conduct a Risk and Resilience Assessment ("RRA") of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.
9. A CWS serving a population of more than 3,300 but less than 50,000 was required to certify to the EPA that it had completed and/or revised the RRA no later than June 30, 2021, and so forth at least once every five years after the initial applicable deadline. See 42 U.S.C. § 300i-2(a).
10. Section 1433(b) of the SDWA, 42 U.S.C. § 300i-2(b), requires a CWS serving more than 3,300 persons, to prepare or revise, where necessary, an emergency response plan ("ERP") that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
 - b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
 - c. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including

the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and

- d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
11. Each CWS serving a population of more than 3,300 was required to certify to the EPA that it had complete and/or revised its ERP no later than December 31, 2021. and so forth at least once every five years after the initial applicable deadline. See 42 U.S.C. § 300i-2(b).
12. A CWS serving a population of more than 3,300 persons is required to maintain copies of its RRA and ERP (including any revisions thereto) for five years after the date on which the certification(s) of such RRA and/or ERP was submitted to the EPA. See Section 1433(d) of the SDWA, 42 U.S.C. § 300i-2(d).
13. Respondent's CWS serves a population between 3,301 and 49,999 people.
14. Although the Kentucky Energy and Environment Cabinet's Department of Environmental Protection (KDEP) administers the Public Water Supply Supervision Program in the Commonwealth of Kentucky pursuant to Section 1413 of the SDWA, the EPA retained primary enforcement authority over Section 1433 of the SDWA. See 42 U.S.C. § 300g-3(g)(1) (granting the EPA administrative enforcement authority over "applicable requirements," as defined at Section 1414(i), 42 U.S.C. § 300g-3(i)).
15. Section 1433 of the SDWA is an "applicable requirement" of the SDWA. See 42 U.S.C. § 300g-3(i)(1).
16. Based on a review of Section 1433 certifications in the EPA's Cross-Media Electronic Reporting ("CROMERR") database, Respondent certified completion of its RRA on June 16, 2021, and ERP on December 20, 2021.
17. On March 12 – 13, 2025, the EPA completed an onsite inspection of Respondent's public water system.
18. During the inspection, the EPA inspection team requested that the Respondent produce its RRA and ERP, which it is required to maintain onsite pursuant to Section 1433(d) of the SDWA. The Respondent produced the System's RRA and ERP for EPA review.
19. During the review of the RRA, the EPA inspection team determined that the document did not assess all of the required elements of 1433(a) of the SDWA. Specifically, the document failed to include the risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers,

source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System; monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.

20. During the review of the ERP, the EPA inspection team determined that the document did not assess all of the required elements of 1433(b) of the SDWA. Specifically, the document failed to include strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System, as required by Section 1433(b) of the SDWA.
21. Therefore, the EPA alleges that Respondent failed to comply with Section 1433(a) of the SDWA, 42 U.S.C. § 300i-2(a) and Section 1433(b) of the SDWA, 42 U.S.C. § 300i-2(b), by certifying an incomplete RRA and ERP to the EPA. Furthermore, the Respondent has not provided a complete RRA or ERP to the EPA to date.
22. EPA is issuing this Order to address the violations enumerated above and to place the Respondent on an enforceable schedule to comply with the requirements of Section 1433 of the SDWA.

III. ORDER

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g), the EPA is issuing this Order, to place the Respondent on an enforceable schedule to comply with Section 1433 of the SDWA, 42 U.S.C. § 300i-2. The EPA hereby ORDERS:

23. Within 30 days of the Effective Date of this Order, Respondent shall complete the assessment of the risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System;

monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.

24. Within 30 days of the Effective Date of this Order, Respondent shall complete the assessment of strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System
25. Within 30 days of the Effective Date of this Order, Respondent shall schedule a meeting with EPA to present evidence of the completed RRA. At the time of the meeting and in the presence of EPA, Respondent shall also submit evidence supporting its certification of the completion of its RRA and ERP, as required by Section 1433(a) and Section 1433(b) of the SDWA. Respondent also shall submit the certification electronically using the following link: <https://www.epa.gov/waterresilience/how-certify-your-risk-and-resilience-assessment-or-emergency-response-plan>.

IV. GENERAL PROVISIONS

26. All notices, reports, or other submissions by Respondent shall contain the following certification:

“I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information and to the best of my knowledge and belief, the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”
27. Notwithstanding Respondent’s compliance with any requirement of this Order, Respondent’s failure to comply with the requirements of the Act and Part 141 may subject Respondent to additional enforcement action, including administrative and judicial actions for injunctive relief and/or penalties.
28. This Order shall not prohibit, prevent, or otherwise preclude EPA from taking whatever

action it deems appropriate to enforce the Act in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension, or modification of the requirements of the Act, or the rules and regulations promulgated there under which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or criminal action otherwise authorized under the Law.


29. Failure to comply with any term of this Order may subject Respondent to an administrative civil penalty of up to \$48,586, or a judicial civil penalty of up to \$69,733 per day of violation pursuant to Section 1414(b) of the Act, 42 U.S.C. §300g-3(b).
30. Respondent may seek federal judicial review of the Order pursuant to Section 1448(a) of the Act, 42 U.S.C. §300j-7(a).
31. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law.
32. The EPA may modify this Order. The EPA will communicate any modifications to Respondent in writing, and they shall be incorporated into this Order.
33. The provisions of this Order shall be deemed satisfied upon Respondent's receipt of written notice from EPA that Respondent has demonstrated, to the satisfaction of EPA, that the terms of this Order have been satisfactorily completed.
34. This Order shall take effect upon the signature of the Director, Enforcement and Compliance Assurance Division.

V. EFFECTIVE DATE

35. This Order shall become effective on the date on which Respondent receives a fully executed copy of this Order, after signature by the Director, EPA Region 4 Enforcement and Compliance Assurance Division.

SO ORDERED this _____ day of _____, 20_____.

**KERIEMA
NEWMAN**

 Digitally signed by KERIEMA
NEWMAN
Date: 2025.08.26 18:46:38 -04'00'

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division



English Lucas Priest & Owsley, LLP | *Strength. Knowledge. Experience.*

Writer's e-mail address: sjarboe@elpolaw.com

September 25, 2025

Electronic Delivery

Whitney Buehler: Buehler.whitney@epa.gov

Drinking Water Enforcement Officer

Environmental Protection Agency

Region 4

Re: Edmonson County Water District, Brownsville, Kentucky
PWSID No. KY0310114
Docket No. SDWA-1445-2025-07
Response to EPA Region 4 Notice of Noncompliance and Concerns and Request for Information

Dear Ms. Buehler:

My firm represents Edmonson County Water District (ECWD) with respect to the U.S. Environmental Protection Agency's (EPA) Notice of Noncompliance and Concerns and Request for Information dated August 26, 2025 (Notice). On behalf of ECWD, we submit the enclosed response package to the Notice.

ECWD is committed to providing the community with a safe, clean, reliable supply of drinking water. In achieving its purpose, ECWD prioritizes human health, the environment, and regulatory compliance. Toward that end, ECWD has undergone a significant change in management and leadership over the previous 18 months. The current General Manager, Kevin Shaw, started his position in March 2024. Mr. Shaw brings 45 years of experience in the water business to the position, 25 of which were spent as General Manager of Grayson County Water District in Kentucky. ECWD recruited Mr. Shaw for his proven track record of managing a high-quality water system that provides reliable, safe drinking water to Kentucky communities while maintaining regulatory compliance. Under Mr. Shaw's leadership, ECWD has obtained new personnel for the roles of Office Manager and Chief Operators for the Brownsville and Wax Water Treatment Plants. The ECWD Board of Commissioners is also comprised of new members dedicated to regulatory compliance and continual improvement of the system. With this new management team in place, ECWD has implemented significant operational improvements that are reflected in Kentucky Sanitary Survey results.

ECWD has taken great care to address the issues raised by EPA in the Notice. The enclosed response package addresses the alleged noncompliance, concerns, and requests in detail and

attaches documentation of remedial actions taken by ECWD. This information is provided in anticipation of resolving the alleged noncompliance without an enforcement action. In providing this information, ECWD does not make any representation as to the merits of any allegations made in the Notice, and ECWD expressly reserves any and all defenses that are or could become available to it related to any noncompliance alleged or that may later be alleged by EPA.

ECWD is happy to provide you with any further information and documentation that you might need regarding these issues. Please contact me if you have any questions or would like to schedule a call to discuss.

Very truly yours,



Sarah P. Jarboe
English Lucas Priest & Owsley, LLP
1101 College Street; P.O. Box 770
Bowling Green, KY 42102-0770
(270) 781-6500
sjarboe@elpolaw.com

Enclosures

Response Package to Notice of Noncompliance and Concerns and Request for Information

CC: Keriema Newman: Newman.Keriema@epa.gov
Tyler Sniff: sniff.tyler@epa.gov
Kevin Shaw: kevin.shaw@ecwdwater.com

Edmonson County Water District

PWSID No. KY0310114

Docket No. SDWA-1445-2025-07

**Response to August 26, 2025, Notice of Noncompliance
and Concerns and Request for Information**

September 25, 2025

/s/ Kevin Shaw

Kevin Shaw
General Manager
Edmonson County Water District
1128 KY Hwy 259 N.
Brownsville, KY 42210
(270) 597-2165
kevin.shaw@ecwdwater.com

List of Attachments

Attachment No.	Description	Bates #
1	Risk and Resilience Analysis Certification and Emergency Response Plan Certification	ECWD001-002
2(a)	Picture of Secondary Containment for Fluoride Tank at Plant B	ECWD 003
2(b)	Picture of Secondary Containment for Fluoride Tank at Plant A	ECWD 004
2(c)	Picture of Plant A showing drums and totes removed from outside area	ECWD 005
2(d)	Picture of Plant A room properly organized with gasoline and drums removed	ECWD 006
2(e)	Picture of Plant A room properly organized with tote and drum removed	ECWD 007
2(f)	Picture of Plant B showing drums removed from outside area with the exception of one empty drum awaiting pickup	ECWD 008
2(g)	Picture of Plant B showing drums removed from outside area	ECWD 009
3	Picture of compatible chemical storage	ECWD 010
4	Contracts, purchase orders, and invoices for replacement of filter media	ECWD 011-018
5	Board Meeting Minutes 11.26.24	ECWD 019-020
6	Picture of 101 storage tank	ECWD 021
7	Picture of Howell storage tank	ECWD 022
8	Picture of Plant B Clearwell Base	ECWD 023
9	Picture of Forks Booster Pump Station	ECWD 024-025
10	Picture of water valve outside Fairview booster pump station	ECWD 026
11	Example of storage tank maintenance checklist	ECWD 027-028
12	Flushing program	ECWD 029-042
13	Chlorine alarm invoice, purchase order, and pictures	ECWD 043-046
14	Picture of clearwell hasp locks	ECWD 047-049
15	Picture of Perry 2 storage tank with ladder removed	ECWD 050
16	Picture of Howell storage tank ladder guard lock	ECWD 051
17	Picture of Peonia 1 storage tank ladder guard lock	ECWD 052
18	Pictures of example lab reports	ECWD 053-055
19	Picture of Rhoda booster pump station hasp lock	ECWD 056
20(a)	Picture of size 24 mesh at 101 storage tank	ECWD 057
20(b)	Picture of size 24 mesh at Perry 1 and Perry 2 storage tanks	ECWD 058
20(c)	Picture of size 24 mesh at River Hill storage tank	ECWD 059
20(d)	Picture of size 24 mesh at Peonia 2 storage tank	ECWD 060
20(e)	Picture of size 24 mesh at Lindseyville storage tank	ECWD 061
20(f)	Picture of size 24 mesh at 88 storage tank	ECWD 062
20(g)	Picture of size 24 mesh at Howell storage tank	ECWD 063
20(h)	Picture of size 24 mesh at Plant B clearwell overflows	ECWD 064-065
21(a)	Picture of cleared vertical plane at Perry 2 storage tank	ECWD 066
21(b)	Picture of cleared vertical plane at River Hill storage tank	ECWD 067

22	Picture of pump guard at Plant B	ECWD 068
23	Picture of eliminated spigot	ECWD 069
24	Pictures of RPZ and removed connection	ECWD 070

Responses to Alleged Notice of Noncompliance

1. Pursuant to SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), community water systems serving more than 3,300 persons must conduct a Risk and Resilience Assessment (RRA) of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.

At the time of the inspection, the RRA provided by the System did not assess any of the required elements of the RRA.

Therefore, the System is in noncompliance with SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i2(a), for failure to produce a Risk and Resilience Assessment that contains the required elements.

RESPONSE:

On March 28, 2025, only two weeks after the U.S. Environmental Protection Agency's (EPA) March 12-13, 2025 inspection (Inspection), Edmonson County Water District (ECWD) General Manager Kevin Shaw met with and hired Adam Scott of Integrated Water Management to prepare an updated Risk and Resilience Analysis (RRA) and Emergency Response Plan (ERP). Integrated Water Management prepared ECWD's revised RRA and ERP, as certified by ECWD on September 24, 2025. [**Attachment 1, RRA and ERP Certifications**].

Mr. Scott is imminently qualified in this field. He has worked in the water and wastewater industry for the past 19 years. During that time, he has worked with the Purchase Area Development District, the Kentucky Infrastructure Authority, and Kentucky Water and Wastewater Operators Association. The bulk of Mr. Scott's work has been assisting utilities with the administrative functions of utility management. While Mr. Scott worked at the Kentucky Infrastructure Authority, he collaborated with the Kentucky Division of Water and the Kentucky Emergency Management to develop the current Emergency Response

Plan template that is utilized by the majority of utilities in the Commonwealth. Along with the development of the template, Mr. Scott in conjunction with Ky DOW and Ky EM, delivered training sessions and presented information to utilities on the necessity for proper emergency planning and plan development. Mr. Scott has a Master of Public Administration from Murray State University.

2. Pursuant to SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), community water systems serving more than 3,300 persons, must prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
 - b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
 - c. ability of the community water system to deliver safe drinking water; actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
 - d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

At the time of the inspection, the ERP provided by the System did not include any of the required elements of the ERP.

Therefore, the System is in noncompliance with SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), for failure to produce an Emergency Response Plan that contains the required elements.

RESPONSE: See ECWD's Response to No. 1 above and **Attachment 1**, which includes the ERP Certification.

3. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements

established in the Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012 (Recommended Standards for Water Works).

Pursuant to the Recommended Standards for Water Works- 5.1.9.d.2., liquid chemical storage tanks shall have an overflow and a receiving basin capable of receiving accidental spills or overflows without uncontrolled discharge; a common receiving basin may be provided for each group of compatible chemicals, which provides sufficient containment volume to prevent accidental discharge in the event of failure of the largest tank.

At the time of the Inspection, EPA inspectors observed chemical storage at Plant A and Plant B that lacked secondary containment measures.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for failure to provide a receiving basin for the chlorine bulk storage capable of receiving accidental spills or overflows without uncontrolled discharged, as required in the Recommended Standards for Water Works.

RESPONSE:

Secondary containment in the form of receiving basins for chemical storage at Plant A and Plant B was present at the time of EPA's Inspection.

While the Notice references chlorine bulk storage, Plant A and Plant B utilize chlorine gas. ECWD believes the Notice intended to reference fluoride storage, consistent with EPA's Inspection Report dated April 9, 2025. Fluoride at Plants A and B had secondary containment at the time of the inspection.

Included in **Attachment 2(a)** is a picture of the fluoride tank at Plant B (Wax WTP) that shows the secondary containment basin. This picture is representative of the fluoride secondary containment present at the time of the inspection and the current condition.

Attachment 2(b) is a picture of the fluoride tank at Plant A (Brownsville WTP). While this picture was taken after the room was remodeled and improved, the secondary containment basin was present at the time of the inspection.

Additionally, ECWD has addressed the chemical drums noted in EPA's Inspection photographs one through five as follows:

- **Attachment 2(c)** – Picture of Plant A showing drums and totes removed from outside area;
 - **Attachment 2(d)** – Picture of Plant A room properly organized with gasoline and drums removed;
 - **Attachment 2(e)** – Picture of Plant A room properly organized with tote and drum removed;
 - **Attachment 2(f)** – Picture of Plant B showing drums removed from outside area with the exception of one empty drum awaiting pickup; and
 - **Attachment 2(g)** – Picture of Plant B showing drums removed from outside area.
-

4. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012 (Recommended Standards for Water Works).

Pursuant to Recommended Standards for Water Works- 5.0.3.d., general feed equipment design shall be such that chemicals that are incompatible are not stored or handled together. At the time of the Inspection, EPA inspectors observed incompatible chemicals being stored in close proximity to one another at Plant B.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for storing incompatible chemicals together.

RESPONSE:

ECWD has addressed all potential incompatible chemical storage. Please see the picture in **Attachment 3** showing that only compatible chemicals are being stored in close proximity to one another at Plant B. In the picture, the black barrel contains the same material as the blue barrels.

5. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of the Inspection, System staff stated that the filter media at Plant A had not been replaced in at least 30 years. Typical filter media life is between 15 and 20 years.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the treatment facilities to ensure effective performance.

RESPONSE:

At the time of EPA's March 2025 inspection, ECWD had already contracted for the replacement of filter media at Plant A. That work is now completed for all five filters at Plant A. **Attachment 4** contains the following supporting documentation:

- Filter 1: Purchase Order dated 3/6/25 and invoice for completed work dated 4/17/25;
- Filter 2: Purchase Order dated 3/6/25 and invoice for completed work dated 4/28/25;
- Filters 3, 4, and 5: Contract dated 05/23/25, Purchase Order dated 6/11/25, and invoice for completed work dated 9/17/25.

-
6. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of Inspection, EPA inspectors observed deterioration of the storage tanks at the following facilities:

- a. Perry 1 and Perry 2 storage tanks:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
 - ii. Mildew and paint thinning on exterior of tanks.
- b. 101 storage tank:
 - i. Erosion around the riser footing.
- c. Peonia 1 and Peonia 2 storage tanks:

- i. Corrosion, paint thinning, and vegetative growth on the exterior of the tanks.
- d. 88 storage tank:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
- e. Howell storage tank:
 - i. Erosion around the riser footing.
- f. Plant A ground storage clearwell:
 - i. Cracking in the exterior of tank.
- g. Plant B ground storage clearwells:
- h. Algal and vegetative growth around the base of the clearwells.

EPA inspectors observed corrosion at the following facilities:

- a. Plant B filter walls,
- b. Forks booster pump station, and
- c. Fairview booster pump station.

EPA inspectors also observed a leak from a water valve outside of the Fairview booster pump station.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the distribution facilities.

RESPONSE:

Tank maintenance is a top priority for ECWD. In early 2024, ECWD contracted with Horizon Tank Inspections (Horizon) to evaluate each storage tank in the system. Horizon prepared a report to ECWD documenting the condition of each tank and assigning a level of urgency as to repairs needed. Based on Horizon's assessment, ECWD Board of Commissioners approved a contract to sandblast and repair three tanks in critical condition—Industrial Park, Howell, and Lindseyville tanks—at a cost of over \$800,000. [**Attachment 5, Board Meeting Minutes 11.26.24**]. This work was completed in 2025.

Additional erosion, vegetation, corrosion, and other issues have been resolved as follows:

- Erosion at the riser footing at 101 storage tank is addressed [**Attachment 6**];
- Erosion around the riser footing at Howell storage tank is addressed [**Attachment 7**];
- The Plant B clearwell base is cleaned and cleared of algal and vegetative growth [**Attachment 8**];

- The Forks booster pump station now has upgraded pumps, piping, and controls [Attachment 9]; and
- The water valve outside of the Fairview booster pump station does not leak [Attachment 10].

ECWD has also added tank maintenance to its monthly storage tank checklists for maintenance personnel. [Attachment 11, Example Storage Tank Maintenance Checklist].

ECWD is now in the process of assessing which tank(s) will be upgraded next and whether certain tanks can be removed from service. ECWD will continue rehabilitating tanks that remain in service as funding becomes available from capital improvement funds.

-
7. Pursuant to 401 KAR 8:020 Section 3(13), each community water system shall establish and maintain a flushing program that ensures that:
- i. dead end and low usage mains shall be flushed periodically;
 - ii. drinking water standards shall be met;
 - iii. sediment and air shall be removed; and
 - iv. disinfectant residuals established in 401 KAR 8:150, Section 1 shall be maintained.

At the time of the Inspection, System staff stated that a flushing program has not been established.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(13) for failure to establish and maintain a flushing program that meets State requirements.

RESPONSE:

At the beginning of 2025, ECWD began a rigorous flushing program for the system. In fact, ECWD employs one person with the sole job duty of implementing the flushing protocol. This protocol, reduced to writing as of July 2025, is included as **Attachment 12**.

Responses to Alleged Notice of Concerns

1. At the time of the Inspection, the chlorine alarm at Plant A was nonfunctional.

It is recommended that alarms are installed and functional to notify System staff of an accidental release of chlorine gas.

RESPONSE:

At the time of EPA's March 2025 inspection, ECWD had purchased a new chlorine gas alarm as demonstrated by the Chlorination, Inc. invoice dated 1/9/25 and ECWD Purchase Order dated January 23, 2025, which are included in **Attachment 13**. The alarm is now installed and in operation, as displayed in the pictures also included in **Attachment 13**.

2. At the time of Inspection, EPA inspectors observed no locking mechanism on the clearwell hatch in Plant A.

It is recommended that a lock be installed on the clearwell hatch to prevent any unauthorized access to the finished water.

RESPONSE:

At the time of the inspection, the clearwell hatch utilized a built-in locking mechanism that required a special tool to open. ECWD has now installed a hasp lock on each clearwell hatch. See pictures included in **Attachment 14**.

3. At the time of the Inspection, EPA inspectors observed storage tanks without locked ladder guards at the following locations:
 - a. Perry 2 storage tank,
 - b. Howell storage tank, and
 - c. Peonia 1 storage tank.

It is recommended that locked ladder guards be installed on all storage tanks with exterior ladders to prevent any unauthorized access to the finished water.

RESPONSE:

ECWD addressed the storage tank ladder security measures as follows:

- Perry 2 storage tank – ECWD removed the ladder and it is now stored off site [**Attachment 15**];
 - Howell storage tank – a lock is installed on the ladder guard [**Attachment 16**]; and
 - Peonia 1 storage tank – a lock is installed on the ladder guard [**Attachment 17**].
-

4. At the time of the Inspection, System staff was not noting the name of the person performing laboratory analysis at the in-plant laboratories.

It is recommended that the name of the staff member performing the analysis be listed for quality control purposes.

RESPONSE:

ECWD lab reports identify the staff member performing the analysis at the in-plant laboratories. This practice began before EPA's March 2025 Inspection and is still being implemented. Example lab reports dated 2/26/25, 3/3/25, and 3/26/25 are included as **Attachment 18**.

5. At the time of the Inspection, EPA inspectors observed a lack of adequate site security at the following sites:
- a. Perry 1 and Perry 2 storage tanks,
 - b. Rhoda booster pump station,
 - c. Peonia 1 and Peonia 2 storage tanks,
 - d. Nolin Estates storage tank, and
 - e. River Hill storage tank.

It is recommended that every facility and asset have adequate site security to prevent any unauthorized access to the finished water.

RESPONSE:

ECWD has taken the following actions to improve security at its sites:

- Perry 1 and 2 – A contractor has been on-site and ECWD is awaiting a proposal to repair or replace the fencing;
 - Rhoda booster pump station – ECWD has installed a hasp lock to secure the door. [**Attachment 19**]; and
 - Peonia 1 and 2, Nolin Estates, and River Hill storage tanks – These storage tanks are under consideration for being taken out of service. If ECWD decides to keep any of these tanks, the district will consider security fencing at that time.
-

6. At the time of the Inspection, EPA inspectors observed storage tank overflows that lacked size 24 mesh at the following locations:
- a. 101 storage tank,
 - b. Perry 1 and Perry 2 storage tanks,
 - c. River Hill storage tank,
 - d. Peonia 2 storage tank,
 - e. Lindseyville storage tank,
 - f. 88 storage tank,
 - g. Howell storage tank,
 - h. Nolin Estates storage tank, and
 - i. Plant B clearwell overflows.

It is recommended that the System install non-corrosive 24-mesh on all tank overflows to ensure that finished water is safeguarded against contamination by insects.

RESPONSE:

ECWD has installed non-corrosive size 24 mesh on all the above-listed storage tank overflows, except for one. Nolin Estates storage tank is under consideration for being removed from service. In the short term, however, ECWD plans to hire a contractor to extend the overflow pipe at which time size 24 mesh will be installed. Pictures of the installed mesh are included as **Attachments 20(a) – (h)**.

7. At the time of the Inspection, EPA inspectors observed vegetation in the vertical plane at Perry 2 storage tank and River Hill storage tank.

It is recommended that the System trim tree limbs and other vegetation growing in the storage tank site, as they can potentially damage the structure and provide a route for unauthorized access to the storage tanks.

RESPONSE:

ECWD retained contractors that removed tree limbs and vegetation from the vertical plane at Perry 2 and River Hill storage tanks. [**Attachments 21(a) and 21(b), respectively**].

8. At the time of the Inspection, the high service pumps at Plant B did not have guards protecting the rotating shaft of the vertical pump head.

It is recommended that the System install guards on the pump head to protect System personnel from injury from the rotating shaft.

RESPONSE:

There are two high service pumps at Plant B. As shown in the picture included as **Attachment 22**, a guard has been installed on one pump. The other pump was installed in 2025. This newer pump was not manufactured with the ability to install a guard. In ECWD's experience, this is typical for vertical turbine pumps of newer vintage.

9. At the time of the Inspection, EPA inspectors observed a leak from an abandoned spigot at Plant B.

It is recommended that the System repair the leak from the spigot to maintain a clean and safe work area for System personnel.

RESPONSE:

On the day of EPA's inspection, ECWD repaired the leak by eliminating the spigot at Plant B. A picture of where the spigot was previously located is included as **Attachment 23**.

10. At the time of the Inspection, the overflow at Nolin Estates storage tank did not terminate 12 to 24 inches above the ground surface.

It is recommended that the system install an overflow pipe that terminates 12 to 24 inches above the ground over a drainage inlet structure or splash plate, as stated in the Recommended Standards for Water Works.

RESPONSE:

Nolin Estates storage tank is under consideration for being removed from service. In the short term, however, ECWD plans to hire a contractor to extend the overflow pipe and install size 24 mesh.

To ECWD's knowledge, this tank met the Recommended Standards for Water Works at the time it was constructed.

11. At the time of the Inspection, EPA inspectors observed threaded taps with hoses attached at Plant B.

It is recommended that threaded taps be replaced, or backflow prevention devices be added, to mitigate the risk of cross-connections.

RESPONSE:

A few days after EPA's March 2025 inspection, ECWD removed the observed connection and installed an RPZ backflow preventer on the line feeding the observed taps at Plant B. Pictures showing the RPZ and removed connection are included as **Attachment 24**.

**Certification of Community Risk and Resilience Assessment (RRA)
in Compliance with America's Water Infrastructure Act (AWIA) Section 2013¹**

Part (A): Community Water System Identification

Community Water System Name: Edmonson County Water District

Community Water System Complete Mailing Address: _____
1128 Highway 259 North Brownsville, KY 42210

Community Water System Email Address: ecwd@ecwdwater.com

Public Water System Identification Number (PWSID)²: KY0310114

Part (B): Certification Date

Date of the certification: 09-24-2025

Part (C): Certification Statement

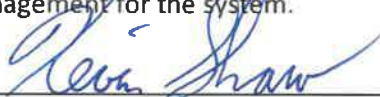
I, Kevin Shaw

[Name of certifying official]

hereby certify, under penalty of law³, that the following information is true, accurate, and complete, and that the community water system named under Part A, above, has conducted, reviewed, or reviewed and revised an assessment of the risks to, and resilience of, its system. This assessment included an assessment of:

1. The risk to the system from malevolent acts and natural hazards;
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. The monitoring practices of the system;
4. The financial infrastructure of the system;
5. The use, storage, or handling of various chemicals by the system; and
6. The operation and maintenance of the system.

Optionally, the assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.



[Signature of certifying official - click to add a digital signature, or print and sign]

¹ Visit www.epa.gov/waterresilience/awia-section-2013 for information on AWIA Section 2013 RRAs and upcoming certification deadlines.

² PWSIDs begin with a two-character primacy agency abbreviation (your state, territory, or tribal nation abbreviation) followed by a seven-digit identification number. In the specific case of Utah, PWSIDs begin with "UTAH" followed by a five-digit identification number.

³ Whoever, in any matter within the jurisdiction of the United States government, knowingly and willfully provides a materially false, fictitious, or fraudulent statement or representation may be subject to fines or imprisonment. 18 U.S. C. § 1001.

Certification of Community Water System Emergency Response Plan (ERP) in Compliance with America's Water Infrastructure Act (AWIA) Section 2013¹

Part (A): Community Water System Identification

Community Water System Name: Edmonson County Water District

Community Water System Complete Mailing Address: 1128 Highway 259 North Brownsville, KY 42210

Community Water System Email Address: ecwd@ecwdwater.com

Public Water System Identification Number (PWSID)²: KY0310114

Part (B): Certification Date

Date of the certification: 09-24-2025

Part (C): Certification Statement

I, Kevin Shaw

[Name of certifying official]

hereby certify, under penalty of law³, that the following information is true, accurate, and complete, and that the community water system named under Part A, above, has conducted, reviewed, or reviewed and revised an emergency response plan that incorporates findings of the risk and resilience assessment conducted under Section 2013(a) of America's Water Infrastructure Act of 2018 for such system (and any revisions thereto). This emergency response plan includes:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.



[Signature of certifying official - click to add a digital signature, or print and sign]

¹ Visit www.epa.gov/waterresilience/awia-section-2013 for information on AWIA Section 2013 ERPs and upcoming certification deadlines.

² PWSIDs begin with a two-character primacy agency abbreviation (your state, territory, or tribal nation abbreviation) followed by a seven-digit identification number. In the specific case of Utah, PWSIDs begin with "UTAH" followed by a five-digit identification number.

³ Whoever, in any matter within the jurisdiction of the United States government, knowingly and willfully provides a materially false, fictitious, or fraudulent statement or representation may be subject to fines or imprisonment. 18 U.S. C. § 1001.

E. Kenly Ames

From: Rachel Kirkpatrick (Jira) <Atlassian_Admins@epa.gov>
Sent: Thursday, September 25, 2025 1:35 PM
To: Sarah Jarboe
Subject: AWS-2619 Risk and Resilience Assessment certification statement for PWSID No. KY0310114 (Edmonson County Water District)

Reply above this line.

Rachel Kirkpatrick commented:

The RRA certification has been successfully uploaded to the database and the ticket is resolved.

Rachel Kirkpatrick changed the status to Resolved.

Rachel Kirkpatrick resolved this as Done.

How was our service for this request?



Very poor



Poor



Neither good
nor poor



Good



Very good

[View request](#) · [Turn off this request's notifications](#)

This is shared with Sarah Jarboe.

Help Center, powered by [Jira Service Management](#), sent you this message.

E. Kenly Ames

From: Rachel Kirkpatrick (Jira) <Atlassian_Admins@epa.gov>
Sent: Thursday, September 25, 2025 1:40 PM
To: Sarah Jarboe
Subject: AWS-2620 Emergency Response Plan certification statement for PWSID No. KY0310114 (Edmonson County Water District)

Reply above this line.

Rachel Kirkpatrick commented:

The ERP certification has been successfully uploaded to the database and the ticket is resolved.

Rachel Kirkpatrick changed the status to Resolved.

Rachel Kirkpatrick resolved this as Done.

How was our service for this request?



Very poor



Poor



Neither good
nor poor



Good



Very good

[View request](#) · [Turn off this request's notifications](#)

This is shared with Sarah Jarboe.

Help Center, powered by [Jira Service Management](#), sent you this message.

E. Kenly Ames

From: Buehler, Whitney <Buehler.Whitney@epa.gov>
Sent: Monday, October 27, 2025 7:42 AM
To: kevin.shaw@ecwdwater.com
Cc: s.meredith@ecwdwater.com; bruce.hatcher@ky.gov; Spears, Justin (EEC); Sarah Jarboe; Sniff, Tyler; Myers, Bryan; Joyner, Sonya
Subject: UAO Closure Letter Edmonson County WD, Brownsville, KY
Attachments: SDWA PWSS UAO Closure Letter Edmonson County WD, Brownsville, KY.pdf

Dear Kevin Shaw:

The U.S. Environmental Protection Agency, Region 4 conducted a Safe Drinking Water Act compliance inspection of the Edmonson County Water District Public Water System on March 12 – 13, 2025, under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA). On the date of the inspection, the Edmonson County Water District Public Water System provided a Risk and Resilience Assessment and Emergency Response Plan that were missing all mandatory elements, as required by Section 1433 of the SDWA. As a result, the Edmonson County Water District Public Water System was placed under a Unilateral Administrative Order by the EPA on August 26, 2025.

The Edmonson County Water District Public Water System has completed the items required in the Unilateral Administrative Order and on October 7, 2025, provided the EPA with supportive documentation demonstrating compliance. There is no further documentation required from the Edmonson County Water District Public Water System. Please see the attached letter for more information and reach out if you have any additional questions.

Regards,
Whitney Buehler
Drinking Water Enforcement Section
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
Phone: 404-562-9739



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL

CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Closure of Unilateral Administrative Compliance Order Pursuant to Section 1414(g) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3(g), Edmonson County Water District Public Water System in Brownsville, Kentucky. PWS ID: KY0310114. Docket No. SDWA-04-2025-5004.

Dear Kevin Shaw:

The U.S. Environmental Protection Agency, Region 4 conducted a Safe Drinking Water Act compliance inspection of the Edmonson County Water District Public Water System on March 12 – 13, 2025, in Brownsville, Kentucky, under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA). On the date of the inspection, the Edmonson County Water District Public Water System provided a Risk and Resilience Assessment that was missing all mandatory elements, as required by Section 1433(a)(1) of the SDWA. The Edmonson County Water District Public Water System provided an Emergency Response Plan that was missing all mandatory elements, as required by Section 1433(b) of the SDWA. As a result, the Edmonson County Water District Public Water System was placed under a Unilateral Administrative Order by the EPA on August 26, 2025.

The Edmonson County Water District Public Water System has completed the items required in the Unilateral Administrative Order and on October 7, 2025, provided the EPA with supportive documentation demonstrating compliance. There is no further documentation required from the Edmonson County Water District Public Water System.

Please be advised that this letter should not be construed as a determination of the Edmonson County Water District Public Water System's compliance with the SDWA, nor shall it be construed as a waiver of the EPA's ability, pursuant to Section 1414 of the SDWA, 42 U.S.C. § 300g-3, to enforce the SDWA, the National Primary Drinking Water Regulations, or any other law over which it exercises authority if future noncompliance is found.

If you have any additional questions, please contact Whitney Buehler of my staff at (404) 562-9739 or buehler.whitney@epa.gov.

Sincerely,

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov

Sarah Jarboe
Partner, English, Lucas, Priest & Owsley, LLP
Sjarboe@elpolaw.com

1 **Introduction**

2 **Q. Please state your name, business address, and position with Edmonson**
3 **County Water District.**

4 A. My name is Kevin Shaw. My business address is 1128 Highway 259 North,
5 Brownsville, Kentucky 42210. I am the Manager of Edmonson County Water
6 District. In my testimony I will refer to my employer as “Edmonson District”
7 or simply, “the District.”

8 **Q. How long have you been the Manager of Edmonson County Water**
9 **District?**

10 A. I have been the Manager of Edmonson District since March 2024.

11 **Professional Experience and Background**

12 **Q. Other than your work for Edmonson County Water District, what is your**
13 **vocational and professional background?**

14 A. Prior to my employment with Edmonson District, I was employed by Grayson
15 County Water District (“Grayson District”) for 25 years from 1997 – 2022;
16 for 20 of those years, I served as General Manager of the utility. Before that
17 I was Superintendent of the Wastewater Treatment System of the City of
18 Radcliff, Kentucky for four years. I began my water and wastewater
19 management career in 1978 in Caneyville, Kentucky where I was promoted
20 to Superintendent of Utilities. I served the city in that capacity for 10 years.

1 I have been a member of the Kentucky Water & Wastewater Operators
2 Association (“KWWOA”) for over 25 years and served as chair of the
3 Conference Committee for six years. This involved planning and conducting
4 an annual training event for over 1,000 water and wastewater system operators
5 from all across Kentucky. I have also served as president of the Central
6 Kentucky Chapter of KWWOA, which encompassed systems from Northern
7 Kentucky Water District through Central Kentucky down to Warren County
8 Water District. In my role as President of the Chapter I was responsible for
9 communicating policy changes of KWWOA to the systems within the
10 Chapter, disseminating information about training opportunities, and keeping
11 the state-wide leadership of KWWOA informed of the concerns and issues
12 facing the systems in the Chapter. I also served on the Board of Directors of
13 Twin Lakes Regional Medical Center for seven years, including two years as
14 Chairman of the Board.

15 I have worked in the drinking and wastewater industry my entire career
16 and have successfully managed a water district as well as municipal systems.
17 I have experienced and witnessed firsthand a lot of changes in my years in the
18 water business. During my time at Grayson District the system grew from
19 2,500 customers, three storage tanks, and two pump stations to over 8,000
20 customers, nine storage tanks, and seven pump stations. During my service at

1 Grayson District, Grayson District was approached by the city of Caneyville
2 and asked to absorb Caneyville's water system. That transfer was successful
3 and resulted in improved service to the former Caneyville customers and no
4 decline in service to Grayson District's existing customers. I take water
5 service to the rural communities within my region very seriously and have
6 worked hard for over 40 years to ensure access to clean, reliable water to as
7 many homes as possible.

8 **Q. What is the purpose of your testimony?**

9 A. The purpose of my testimony is: (1) to provide information about Edmonson
10 District's proposed transfer of its Hart County System and the Wax Water
11 Treatment Plant ("Wax WTP") to Green River Valley Water District ("Green
12 River Valley District"); (2) to explain some of the challenges facing
13 Edmonson District; and (3) to summarize why its management believes the
14 transfer to be necessary and in the best interest of all of its customers, those in
15 the Hart County System, as well the rest of Edmonson District's customers.

16 **Q. What do you mean by the "Hart County System?"**

17 A. In the context of my testimony, the "Hart County System" is the public water
18 system currently owned and operated by Edmonson District in Hart County,
19 Kentucky ("Hart County"), together with the assets owned by Edmonson
20 District and located in Hart County.

1 **Reasons for Transferring Hart County System & Wax Water Treatment Plant**

2 **Q. Why is Edmonson County Water District seeking to transfer its assets in**
3 **Hart County and the Wax Water Treatment Plant to Green River Valley**
4 **Water District?**

5 A. The transfer of the Hart County System and the Wax WTP to Green River
6 Valley and the transfer of the Grayson County System to Grayson County
7 Water District is the most efficient and expeditious way to ensure that rural
8 water customers residing in Edmonson, Hart, and Grayson counties continue
9 to have adequate water capacity and a high level of service. In order to
10 understand why Edmonson District is seeking these transfers, it is necessary
11 to understand how rural water systems generally, and Edmonson District in
12 particular, were built and expanded. When the federal government began to
13 invest in building the infrastructure necessary to provide potable water to
14 residents of rural areas, the emphasis was in getting water to as many people
15 as possible with every dollar spent. Construction projects were designed to
16 follow roadways, and roads with more homes located on them had water
17 service extended to serve them and roads with very few homes generally did
18 not receive water service.

19 Water line construction was also very difficult and expensive in areas
20 that involved rivers or other large bodies of water, highways, and railroads.

1 When a river, lake, highway, or railroad divided a county, it was often cost
2 prohibitive for a water system in that county to serve areas on both sides of
3 such a barrier. Constructing water lines by boring under a river, lake, highway
4 or railroad is very expensive and the number of customers to be served by
5 such construction was often too small to justify the expense. It was often more
6 cost effective and efficient for a neighboring system in an adjoining county to
7 provide service in that area.

8 For those reasons, Edmonson District has served areas to the north of
9 Edmonson County in Hart County and Grayson County, primarily around
10 Nolin Lake and Mammoth Cave National Park. In the early years of providing
11 that service, a small water treatment plant (the Wax Water Treatment Plant)
12 was obtained on Nolin Lake from the U.S. Army Corps of Engineers. The Wax
13 WTP still serves the northern area of Edmonson's current territory, including
14 its customers in Hart County and Grayson County, but demand from
15 customers in all three counties in that area has outgrown the Wax WTP's
16 capacity. The southern end of Edmonson District's system is served from
17 Edmonson District's Brownsville water treatment facility on the Green River.
18 The Brownsville plant still has excess capacity, but that extra capacity cannot
19 serve the customers in Hart County and Grayson County due to limited
20 transmission pipes.

1 In 2024, Edmonson District hired HMB Engineering to complete an
2 analysis of the water capacity needed for Edmonson District’s system to be
3 able to continue to serve the current 12,000 homes and projected future
4 demand in the Nolin Lake area. The analysis concluded that a new treatment
5 plant on Nolin Lake was the alternative that would best serve the areas
6 currently served by both existing Edmonson District treatment facilities.
7 However, the proposed cost of this project exceeded \$80,000,000, which was
8 not feasible for Edmonson District.

9 Edmonson District began to explore alternatives to include
10 regionalization and alternative water sources from neighboring systems.
11 Edmonson District contacted Grayson County Water District, Green River
12 Valley Water District, Butler County Water District, Warren County Water
13 District (“Warren District”), and even Glasgow Water Company. None of the
14 neighboring systems were able to provide the needed 4 million gallons per
15 day that Edmonson District’s engineer recommended using for planning
16 purposes. However, in the course of discussions with Warren District, it
17 became evident that Edmonson District could make an interconnection with
18 the Warren District system that would enable Edmonson District to receive at
19 least one million gallons of water per day for use or as an emergency
20 connection. This would be extremely beneficial to the south side of Edmonson

1 County. However, because of limited transmission lines, it would not benefit
2 Edmonson's current customers in Hart County or Grayson County, who are
3 currently at the extreme northern section of the Edmonson District system.

4 Another engineering firm had previously estimated the cost of a
5 regional solution, which would provide adequate water capacity for current
6 and future needs of the Edmonson, Grayson, and Green River Valley
7 Districts. The plan included building a new 15 million gallon per day water
8 treatment plant to serve all three systems, as well as new storage tanks and
9 pump stations in Grayson District and Green River Valley District, along with
10 adequate transmission lines to serve all three Districts. However, this was even
11 more cost prohibitive, as the estimated cost was approximately \$300,000,000.

12 In the course of these discussions, it emerged that Grayson District is
13 able to provide enough water to effectively serve Edmonson District's
14 approximately 3,500 customers in Grayson County, and Green River Valley
15 District can serve Edmonson District's approximately 2,000 customers in Hart
16 County. Furthermore, Green River Valley District wishes to acquire
17 Edmonson District's Wax WTP. As a result of relinquishing approximately
18 5,500 customers to other systems, Edmonson District will be able to serve all
19 Edmonson County customers adequately from its existing Brownsville
20 treatment plant now and in the future.

1 **Financial Benefits to Edmonson District**

2 **Q. How will the transfer affect Edmonson County Water District**
3 **financially?**

4 A. Edmonson District will remain financially stable despite relinquishing
5 approximately 5,500 customers. As a result of the transactions, Green River
6 Valley District and Grayson District will be paying off or assuming all of
7 Edmonson District’s outstanding debt (with the exception of one small Rural
8 Development bond with a current outstanding principal balance of \$137,500).
9 Edmonson District will be essentially debt-free, and the revenue from its
10 remaining customers will be adequate to support operations. For the
11 September 2025 billing cycle Edmonson District had 6,757 active customers
12 in Edmonson County. These are the customers Edmonson District will be
13 retaining after the transfer of its Hart and Grayson County Systems.

14 Additionally, Edmonson District will benefit from reduced payroll,
15 primarily because Green River Valley District is acquiring the Wax WTP. In
16 2024, Edmonson District employed as many as 30 people. When Green River
17 Valley District began operating the Wax WTP under an Operating Agreement
18 in July 2025, Green River Valley District hired the five operators at the Wax
19 WTP. In addition, one field operator has taken employment elsewhere and

1 will not be replaced, and office staff has been reduced by two employees who
2 took employment elsewhere. One retirement has been announced for 2026,
3 and that employee will not be replaced. Currently, Edmonson employs 22 full-
4 time employees and one part-time employee. Reducing the size of the system
5 will allow Edmonson District to reduce its workforce by attrition, narrow its
6 focus to providing service to its customers in Edmonson County, and to direct
7 its resources toward addressing the other challenges facing the system.

8 **Challenges Edmonson District is Facing**

9 **Q. What other Challenges is Edmonson County Water District facing?**

10 A. I accepted the position of Manager of the District knowing that the District
11 had received a number of Notices of Violation (“NOVs”) from the Kentucky
12 Division of Water (“DOW”) for failure to maintain microbial treatment at both
13 of its water treatment plants, exceedance of water withdrawal at the
14 Brownsville WTP, failure to maintain combined filter effluent turbidity levels
15 at both water treatment plants, and failure to collect samples for and report an
16 adequate number of analytical results for disinfection residuals in the
17 distribution system. These NOVs resulted in the District entering into an
18 Agreed Order with DOW in September 2024. DOW accepted Edmonson
19 District’s Corrective Action Plan (“CAP”), and Edmonson District has been

1 diligently working to make all of the necessary upgrades to complete the CAP.
2 Attached to my testimony as **Shaw-Attachment-1** is a copy of the Agreed
3 Order and the CAP. Some explanation for the CAP may be needed. The
4 original provisions of the CAP are in black font and updates are in different
5 color fonts. The red is the first update; blue is the second; green is the third;
6 and the most recent update is in purple. Using this method allows officials
7 from DOW and me to visually keep track of what was done and approximately
8 when it was done.

9 As can be seen from the NOV's and the CAP accepted by DOW,
10 Edmonson District has considerable work to do to bring its system up to
11 current standards. By transferring the Wax WTP to Green River Valley District
12 Edmonson District is relieved of the direct obligation to make further
13 improvements to the Wax WTP. The plant is important because it provides
14 water to much of Hart and Grayson counties, but as stated previously it does
15 not have adequate capacity to serve the growth that is expected to occur in the
16 Nolin Lake area, if it is the only source of treated water to serve that area.

17 Edmonson District also historically has had difficulty attracting and
18 maintaining an adequate number of certified treatment plant operators to staff
19 the Wax WTP. This is one reason why the District entered into an Operating
20 Agreement with Green River Valley District prior to a formal transfer of assets

1 taking place. In June 2025, just prior to Green River Valley District assuming
2 operation of the Wax WTP in July 2025, DOW conducted a Drinking Water
3 Sanitary Survey and noted a Significant Deficiency in the operation of the
4 Wax WTP because only one shift out of three was operated by a certified
5 operator.

6 Edmonson District had been unable to attract sufficient certified
7 operators to ensure operation by certified personnel on three 8-hour shifts
8 seven days a week at the Wax WTP. Green River Valley District had sufficient
9 certified operators and also offered employment to the five operators
10 Edmonson District had employed at the Wax WTP. Green River Valley
11 District currently has sufficient coverage to operate the treatment plant for two
12 12-hour shifts each day staffed by a certified operator. Additionally, one of
13 Green River Valley District's Class IV operators lives within minutes of the
14 Wax WTP should any emergency arise. Attached to my testimony as **Shaw-**
15 **Attachment-2** is a copy of the August 14, 2025 letter from DOW, the Sanitary
16 Survey, and Edmonson District's response.

17 Edmonson District is in the process of concluding a matter resulting
18 from an August 26, 2025 Notice of Noncompliance and Concerns and Request
19 for Information and Administrative Compliance Order issued by the U.S.
20 Environmental Protection Agency ("EPA") following an inspection conducted

1 by EPA in early March 2025. The EPA notified Edmonson District on August
2 26, 2025, that it was noncompliant with the federal Safe Drinking Water Act
3 because it had allegedly not conducted a Risk and Resilience Assessment of
4 its system (“RRA”), did not have an emergency response plan (“ERP”) that
5 incorporated the findings of an RRA, and allegedly did not have appropriate
6 secondary containment measures in place in case of fluorine spills or
7 overflows. Edmonson District filed a written response to the EPA’s alleged
8 areas of noncompliance and participated in a videoconference with EPA.
9 Edmonson District received a notice from the EPA on October 27, 2025, that
10 Edmonson District has completed the items required by the Administrative
11 Compliance Order and that the matter is closed. Edmonson District is
12 expecting to receive notice in due course that the Notice of Noncompliance
13 and Concerns is also closed. Attached to my testimony as **Shaw-Attachment-**
14 **3** is the Notice of Noncompliance and Concerns and Request for Information
15 from EPA, the Administrative Compliance Order, Edmonson District’s written
16 response, and the October 27, 2025 letter from the EPA.

17 **Interconnection of the Three Water District Systems**

18 **Q. In addition to entering into an Operating Agreement with Green River**
19 **Valley District for the operation of the Wax WTP and the Hart County**

1 **System, what other action has Edmonson District taken to prepare for**
2 **the transfer of these assets?**

3 A. Edmonson District also entered into an Operating Agreement with Grayson
4 District and Grayson District has been operating the Grayson System since
5 August 2025. The management of all three districts believe it is vital for the
6 systems to have the capability to assist each other in the case of emergencies.
7 Because this is a priority for each system, we have installed metering
8 equipment and two emergency interconnections with Green River Valley
9 District. One is located on Kentucky Highway 1015, otherwise known as Dog
10 Creek Road, and the other is on Kentucky Highway 1827, otherwise known
11 as Cub Run Road. We have also installed an emergency interconnection with
12 Grayson District. The metering equipment at these emergency
13 interconnections is capable of measuring flow in either direction. Edmonson
14 District bore 50 percent of the cost of each installation.

15 **Conclusion**

16 **Q. Do you have anything further to add?**

17 A. In my professional opinion the needs of the water service customers currently
18 being served by Edmonson District in Hart and Grayson counties are better
19 met by Green River Valley District and Grayson District, respectively. The

1 proposed transfers of these systems mean areas currently served only by
2 Edmonson District, using only the resources available to Edmonson District,
3 will be served by a *combination* of water districts and their resources. The
4 resources of each district will be directed toward meeting the needs of the
5 customers it serves, while providing system interconnections so that the three
6 systems can assist each other in case of emergencies.

7 **Q. Does this conclude your testimony?**

8 A. Yes, it does.

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF EDMONSON)

The undersigned, Kevin Shaw, being duly sworn, deposes and states: that he is the Manager of the Edmonson County Water District in Brownsville, Kentucky; that he has personal knowledge of the matters set forth in the foregoing testimony; and the answers contained therein are true and correct to the best of his information, knowledge, and belief.

Kevin Shaw
Kevin Shaw, Manager
Edmonson County Water District

Subscribed, sworn to, and acknowledged before me, a Notary Public in and for said County and State, this 31st day of October 2025.

DYLAN RAY HAZELWOOD
NOTARY PUBLIC
COMMONWEALTH OF KENTUCKY
ID # KYNP90516
MY COMMISSION EXPIRES JULY 18, 2028

Dylan Hazelwood
Notary Public

My Commission Expires: 07-18-2028

Notary ID: KYNP90516

Shaw-Attachment-1

DOW
Agreed Order
&
Corrective Action Plan

COMMONWEALTH OF KENTUCKY
ENERGY AND ENVIRONMENT CABINET
DIVISION OF ENFORCEMENT
CASE NO. DOW-24-3-0082

IN RE: Edmonson Co Water District
1128 KY Hwy 259 N.
Brownsville, Kentucky 42210
Edmonson County
AI No. 982
Activity ID No. ERF20230001

AGREED ORDER

* * * * *

WHEREAS, the parties to this Agreed Order, the Energy and Environment Cabinet (hereinafter “Cabinet”) and the Edmonson Co Water District (hereinafter “Responsible Party”) state:

STATEMENTS OF FACT

1. The Cabinet is charged with the statutory duty of enforcing KRS Chapter 224 and the regulations promulgated pursuant thereto.
2. The Responsible Party owns and operates a surface water production facility and distribution system (hereinafter “the system”) located at 979 Lock Road Brownsville, Kentucky (Brownsville Plant) and 15000 Peonia Road, Clarkson, Kentucky (Wax Plant), which serves approximately 30,000 residents in Edmonson County. The system is assigned Public Water Supply Identification (hereinafter “PWSID”) No. KY0310114, issued by the Cabinet’s Division of Water (hereinafter “DOW”).
3. Authorized representatives of the DOW identified alleged violations of KRS Chapter 224 and the regulations promulgated pursuant thereto at the system identified in paragraph two (2) above and issued Notices of Violation (hereinafter “NOVs”) on June 14, 2023; July 19,

2023; July 31, 2023; September 20, 2023; November 1, 2023; November 21, 2023; February 29, 2024; April 12, 2024; May 10, 2024; May 22, 2024 (Revised); and July 18, 2024. The cited violations include failure to maintain microbial treatment (LT2), exceedance of allowable water withdrawal, and failure to maintain combined filter effluent turbidity level below 1 NTU. The NOV's are attached to this Agreed Order as 'Exhibit A'.

4. Representatives of the Responsible Party participated in a telephonic administrative conference with the Cabinet's Division of Enforcement (hereinafter "DENF") on June 17, 2024. The Responsible Party has admitted to the violations described above and has agreed to the entry of this Agreed Order to formally resolve the violations KRS Chapter 224 and the regulations promulgated pursuant thereto.

NOW THEREFORE, in the interest of settling all civil claims and controversies involving the violations described above, the parties hereby consent to the entry of this Agreed Order and agree as follows:

REMEDIAL MEASURES

5. Within thirty (30) days of the execution of this Agreed Order, the Responsible Party shall submit to the Cabinet for review and acceptance, a Corrective Action Plan (hereinafter "CAP").

- a.) The CAP shall include, but not be limited to the following:
 - i. An explanation of why the cited violations occurred;
 - ii. A report of completed corrective actions;
 - iii. A list of proposed corrective actions to ensure that CFE turbidity measurements taken for any month at each plant are less than or equal to 0.15 NTU in at least 95% of the measurements (40 CFR 141.718(a))

and that maximum CFE turbidity measurements taken for any month at each plant are less than or equal to 1.0 NTU;

- iv. A plan of action to be implemented when the turbidity conditions listed above have occurred including the issuance of a Boil Water Advisory using Public Notification wording;
 - v. A list of proposed corrective actions to maintain raw water withdrawal amounts within Water Withdrawal Permit limits;
 - vi. A list of proposed corrective actions to ensure the system meets the treatment requirements associated with Bin 2 classification at each plant;
 - vii. A schedule of implementation for all proposed corrective actions; and
 - viii. A final compliance date.
- b.) Upon review of the CAP, the Cabinet may, in whole or in part, (1) accept or (2) provide comments to the Responsible Party identifying the deficiencies. Upon receipt of Cabinet comments, the Responsible Party shall have thirty (30) days to revise and resubmit the CAP for review and acceptance. Upon resubmittal, the Cabinet may, in whole or in part, (1) accept or (2) disapprove and provide comments to the Responsible Party identifying the deficiencies. Upon such resubmittal, if the CAP is disapproved, the Cabinet may deem the Responsible Party to be out of compliance with this Agreed Order for failure to timely submit the CAP.
- c.) The Responsible Party may request an amendment of the accepted CAP by writing the Director of the Division of Enforcement at 300 Sower Boulevard,

3rd Floor, Frankfort, Kentucky, 40601 and stating the reasons for the request. If granted, the amended CAP shall not affect any provision of this Agreed Order unless expressly provided in the amended CAP.

d.) Upon Cabinet acceptance of all or any part of the CAP, the amended CAP, or any accepted part thereof (provided that the accepted part is not dependent upon implementation of any part not yet accepted), shall be deemed incorporated into this Agreed Order as an enforceable requirement of this Agreed Order and implemented at its facilities. This does not require an amendment request pursuant to paragraph twenty-one (21) of this Agreed Order.

e.) The Cabinet approved CAP shall specify a final compliance date by which compliance with the terms and conditions of the permit is achieved.

6. Following the execution of the Agreed Order and through its termination, the Responsible Party shall attend quarterly check in meetings at the written request of the Cabinet. Failure to attend quarterly check in meetings, or to reschedule and attend within thirty (30) days of a previously scheduled meeting, may result in the assessment of stipulated penalties as described in paragraph fourteen (14) below.

7. All submittals required by the terms of this Agreed Order shall be sent to:

Division of Enforcement
Attention: Director
300 Sower Blvd
Frankfort, KY 40601

CIVIL PENALTY

8. The Responsible Party shall pay a civil penalty in the amount of five thousand dollars (\$5,000) for the violations described above. The amount of the civil penalty shall be tendered by the Responsible Party to the Cabinet within thirty (30) days of the execution of this

Agreed Order.

9. Payment of the civil penalty shall be by cashier's check, certified check, or money order, made payable to "**Kentucky State Treasurer**" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, 3rd Floor, Frankfort, Kentucky 40601; note "**Case No. DOW-24-3-0082**" on the instrument of payment. Payment of the civil penalty may also be made electronically, if available, by accessing the Office of Administrative Hearings through its website found at <https://eec.ky.gov>.

STIPULATED PENALTIES

10. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for each exceedance of the monthly water withdrawal limit.

11. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for failure to meet the treatment requirements associated with Bin 2 classification at each plant.

12. The Cabinet may assess a stipulated penalty in an amount not to exceed five hundred dollars (\$500) per instance for failure to collect all required minimum daily chlorine residual samples throughout the distribution system.

13. The Cabinet may assess a stipulated penalty in an amount not to exceed two hundred and fifty dollars (\$250) per day for failure to timely submit the CAP, or any revised CAPs, as described in paragraph five (5) above.

14. The Cabinet may assess a stipulated penalty in an amount not to exceed one thousand dollars (\$1,000) per instance for failure to attend quarterly check in meetings as described in paragraph six (6) above.

15. Stipulated penalties are in addition to and not in lieu of any other penalty which could be assessed by the Cabinet. The Cabinet may, at its discretion, waive stipulated penalties that would otherwise be due. The stipulated penalty shall be due and owing thirty (30) days after the Responsible Party's receipt of written notification by the Cabinet to the Responsible Party at the permitted address.

16. If the Responsible Party believes that the request for payment of a stipulated penalty is erroneous or contrary to law, the Responsible Party may request a hearing in accordance with KRS 224.10-420(2). A request for hearing does not excuse timely payment of the penalty. If an order is entered pursuant to KRS 224.10-440 that excuses payment, the Cabinet will refund the payment. Failure to make timely payment shall constitute an additional violation.

17. Payment of stipulated penalties shall be by cashier's check, certified check, or money order, made payable to "**Kentucky State Treasurer**" and sent to the attention of the Director, Division of Enforcement, Department for Environmental Protection, 300 Sower Boulevard, 3rd Floor, Frankfort, Kentucky 40601; note "**Case Number DOW-24-3-0082**" on the instrument of payment.

MISCELLANEOUS PROVISIONS

18. This Agreed Order addresses only the violations specifically alleged above. Other than those matters resolved by entry of this Agreed Order nothing contained herein shall be construed to waive or to limit any remedy or cause of action by the Cabinet based on statutes or regulations under its jurisdiction and the Responsible Party reserves its defenses thereto. The Cabinet expressly reserves its right at any time to issue administrative orders and to take any other action it deems necessary that is not inconsistent with this Agreed Order, including the right to order all necessary remedial measures, assess penalties for violations, or recover all response costs

incurred, and the Responsible Party reserves its defenses thereto.

19. This Agreed Order shall not prevent the Cabinet from issuing, reissuing, renewing, modifying, revoking, suspending, denying, terminating, or reopening any permit to the Responsible Party. The Responsible Party reserves its defenses thereto, except that the Responsible Party shall not use this Agreed Order as a defense.

20. The Responsible Party waives its right to any hearing on the matters admitted herein. However, failure by the Responsible Party to comply strictly with any or all of the terms of this Agreed Order shall be grounds for the Cabinet to seek enforcement of this Agreed Order in Franklin Circuit Court and to pursue any other appropriate administrative or judicial action under KRS Chapter 224, and the regulations promulgated pursuant thereto.

21. The Agreed Order may not be amended except by a written order of the Cabinet's Secretary or her designee. The Responsible Party may request an amendment by writing the Director of the Division of Enforcement at 300 Sower Blvd, Frankfort, Kentucky 40601 and stating the reasons for the request. If granted, the amended Agreed Order shall not affect any provision of this Agreed Order unless expressly provided in the amended Agreed Order.

22. The Cabinet does not, by its consent to the entry of this Agreed Order, warrant or aver in any manner that the Responsible Party's complete compliance with this Agreed Order will result in compliance with the provisions of KRS Chapter 224, and the regulations promulgated pursuant thereto. Notwithstanding the Cabinet's review and approval of any plans formulated pursuant to this Agreed Order, the Responsible Party shall remain solely responsible for compliance with the terms of KRS Chapter 224, and the regulations promulgated pursuant thereto, this Agreed Order and any permit and compliance schedule requirements.

23. The Responsible Party shall give notice of this Agreed Order to any purchaser,

lessee, or successor in interest prior to the transfer of ownership and/or operation of any part of its now-existing facility occurring prior to termination of this Agreed Order, shall notify the Cabinet that such notice has been given, and shall follow all statutory and regulatory requirements for a transfer. Whether or not a transfer takes place, the Responsible Party shall remain fully responsible for payment of all civil penalties and response costs and for performance of all remedial measures identified in this Agreed Order.

24. The Cabinet agrees to allow the performance of the above-listed remedial measures and payment of civil penalties by the Responsible Party to satisfy the Responsible Party's obligations to the Cabinet generated by the violations described above.

25. The Cabinet and the Responsible Party agree that the remedial measures agreed to herein are facility-specific and designed to comply with the statutes and regulations cited herein. This Agreed Order applies specifically and exclusively to the unique facility referenced herein and is inapplicable to any other facility.

26. Compliance with this Agreed Order is not conditional on the receipt of any federal, state, or local funds.

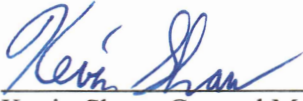
27. This Agreed Order shall be of no force and effect unless and until it is entered by the Secretary, or her designee as evidenced by his signature thereon. If this Agreed Order contains any date by which the Responsible Party is to take any action or cease any activity, and the Secretary enters the Agreed Order after that date, then the Responsible Party is nonetheless obligated to have taken the action or ceased the activity by the date contained in this Agreed Order.

TERMINATION

28. This Agreed Order shall terminate upon the Responsible Party's completion of all requirements described in this Agreed Order. The Responsible Party may submit a written request

for termination to the Cabinet when it believes all requirements have been performed. The Cabinet reserves its right to enforce this Agreed Order, and the Responsible Party reserves its right to file a petition for hearing pursuant to KRS 224.10-420(2) contesting the Cabinet's determination.

AGREED TO BY:




Kevin Shaw, General Manager
Edmonson Co Water District

9-10-2024

Date

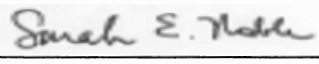
APPROVAL RECOMMENDED BY:



Jarrod Bell, Director
Division of Enforcement

9-17-2024

Date



Sarah E. Noble, Executive Director
Office of Legal Services

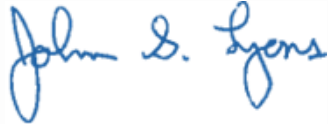
09.17.24

Date

ORDER

Wherefore, the foregoing Agreed Order is entered as the final Order of the Energy and Environment Cabinet this 18th day of September, 2024.

ENERGY AND ENVIRONMENT CABINET



JOHN S. LYONS, DEPUTY SECRETARY
OF THE ENERGY AND ENVIRONMENT CABINET

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing **AGREED ORDER** was mailed, postage prepaid, to the following this 18th day of September, 2024.

Edmonson Co Water District
Attn: Kevin Shaw
P.O. Box 208
Brownsville, Kentucky 42210

And ~~mailed, messenger to:~~ Electronically mailed to:

Jarrold Bell, Director
Division of Enforcement
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Sarah E. Noble, Executive Director
Office of Legal Services
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Diana Lowe
DOCKET COORDINATOR

Distribution:
DOW

Exhibit A



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

June 14, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 8057
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

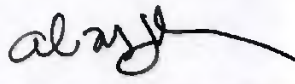
Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

6/28/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982

County: EDMONSON

Violation Number: 2023-9953653

Determination Date: 06/12/2023

Compliance Period: 04/01/2023-04/30/2023

Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2

Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 04/01/2023-04/30/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of April 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

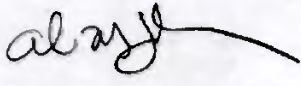
Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

6/28/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: June 14, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8057



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

July 19, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 8118
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON


Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

7/19/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2023-9953654
Determination Date: 06/23/2023
Compliance Period: 05/01/2023-05/31/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 05/01/2023-05/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of May 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

7/19/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: July 19, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8118



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
July 31, 2023

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7021 2720 0000 8942 8132
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Tim Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

Sincerely,

Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

C: Drinking Water Program files
Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2022-9953655
Determination Date: 7/17/2023
Compliance Period: 01/01/2022 – 12/31/2022
Violation Type: WE WATER WITHDRAWAL EXCEEDANCE
Contaminant: WWD WATER WITHDRAWAL

Public Water Systems are subject to the requirements of 401 KAR Chapter 4. [401 KAR 4:010]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 4:010 Water Withdrawal Permits: The public water system exceeded the permitted amount for monthly average water withdrawals.

Comments: The system exceeded water withdrawal permitted limits in 2022.

The remedial measure(s) and date(s) to be completed by are as follows:

Remedial Measures	Due Dates
The water system shall not exceed their permitted limit for monthly average water withdrawals. If necessary the facility shall submit an application for revision to their water withdrawal permit to request an increase in their permitted amount.	30 days following receipt of this Notice of Violation.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

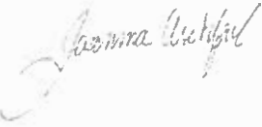
Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding water withdrawal permit compliance, contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

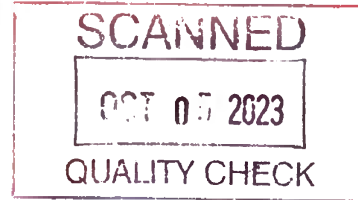
Watershed Management Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By:


Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

Date: July 31, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 8132



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Rebecca Goodman
SECRETARY

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

Anthony R. Hatton
COMMISSIONER

September 20, 2023

CERTIFIED MAIL: 7021 2720 0000 8942 7814
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

9/27/2023

X

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982

County: EDMONSON

Violation Number: 2023-9953656

Determination Date: 08/30/2023

Compliance Period: 07/01/2023-07/31/2023

Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR Tier Level: 2

Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 07/01/2023-07/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plants A & B during the month of July 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

9/27/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: September 20, 2023

How Delivered: Certified/Registered #7021 2720 0000 8942 7814



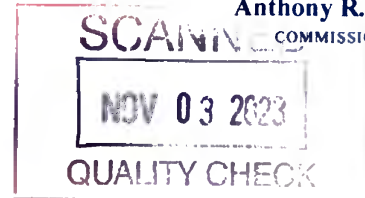
Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Rebecca Goodman
SECRETARY

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

Anthony R. Hatton
COMMISSIONER



November 1, 2023

CERTIFIED MAIL: 7020 0090 0002 2448 2282
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

11/2/2023

X

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953658
Determination Date: 08/30/2023
Compliance Period: 08/01/2023-08/31/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR Tier Level: 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 08/01/2023-08/31/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of August 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070] The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.


Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

11/2/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 1, 2023

How Delivered: Certified/Registered #7020 0090 0002 2448 2282

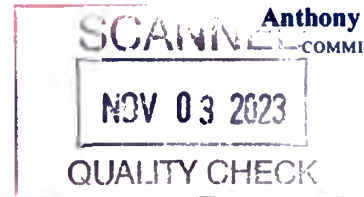


ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
November 1, 2023



Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7020 0640 0000 2406 5516
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at Tekoyia.Brown@ky.gov.

Sincerely,

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953657
Determination Date: 10/11/2023
Compliance Period: 08/01/2023 - 08/31/2023
Violation Type: 43 SINGLE COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 1
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system exceeded the MCL for turbidity by exceeding 1.0 NTU in a combined filter effluent sample collected in the compliance period 08/01/2023 - 08/31/2023.

Comments: Failed to maintain CFE turbidity level below 1NTU of monthly measurements on day 24, for August 2023 monitoring period

The remedial measure(s) and date(s) to be completed by are as follows:

Perform public notification(s) in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within one (1) year following receipt by the PWS of this Notice of Violation.

The PWS may include the public notice in the next Consumer Confidence Report provided the CCR is delivered within one (1) year of receipt of this Notice of Violation by the PWS.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.


Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water
Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By: 

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 1, 2023

How Delivered: Certified/Registered #7020 0640 0000 2406 5516



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

November 21, 2023

CERTIFIED MAIL: 7022 3330 0000 8881 5190
RETURN RECEIPT REQUESTED

TIM BREWSTER
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

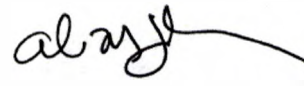
Dear Mr. Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

11/21/2023

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953659
Determination Date: 11/13/2023
Compliance Period: 09/01/2023-09/30/2023
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 09/01/2023-09/30/2023. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of September 2023.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

11/21/2023

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: November 21, 2023

How Delivered: Certified/Registered #7022 3330 0000 8881 5190



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

February 29, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 5770
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON


Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953662
Determination Date: 02/27/2024
Compliance Period: 01/01/2024-01/31/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 01/01/2024-01/31/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant A& B during the month of January 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:

<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

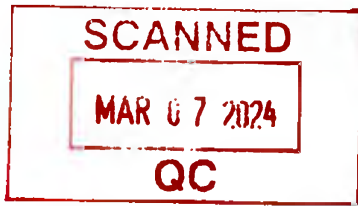
 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5770



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

Andy Beshear
GOVERNOR

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 5756
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: NOTICE OF VIOLATION
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV



**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953663
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 44 MONTHLY COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2
PWS Facility: 0310114TPA EDMONSON WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system failed to meet the treatment technique requirement for turbidity by exceeding 0.3 NTU in over 5% of the combined filter effluent samples collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024, with 19.86% of samples exceeding 0.3 NTU

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.


Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature



Issued By: _____

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5756



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 5725
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953665
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 38 MONITORING, ROUTINE (IESWTR/LT1), MINOR **Tier Level:** 3
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Sec 3 IESWTR The public water system submitted fewer than 100% but more than 90% of the required number of analytical results for turbidity for the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to collect and report the number of required turbidity samples, 165 samples reported of 175 required for the January 2024 monitoring period.

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

**Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601**

 Recoverable Signature



Issued By: _____

**Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water**

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5725



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7022 3330 0000 8881 5732
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953666
Determination Date: 02/26/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: 43 SINGLE COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2
PWS Facility: 0310114TPB WAX WTP
Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system exceeded the MCL for turbidity by exceeding 1.0 NTU in a combined filter effluent sample collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 1 NTU on day 26, 27, and 30 for January 2024, single highest turbidity reported as 9.70 NTU

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature



Issued By: _____

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5732



ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245
February 29, 2024

Andy Beshear
GOVERNOR

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 5763
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM 
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024 - 9953667
Determination Date: 02/27/2024
Compliance Period: 01/01/2024 - 01/31/2024
Violation Type: MD MINIMUM DS RESIDUAL
PWS Facility: 0310114DS001 DISTRIBUTION - EDMONSON CO WATER DISTRICT
Contaminant: 0999 CHLORINE

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:020 & 8:150 CHLORINE The public water system failed to report on the MOR an adequate number of results for disinfectant residual in the distribution system for the compliance period 01/01/2024 - 01/31/2024.

Comments: SDRD: Failed to collect and report all required minimum daily chlorine residual samples throughout the distribution system (MOR p.7)

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding MOR Compliance contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

 Recoverable Signature



Issued By:

Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: February 29, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5763



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

April 12, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 5909
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON


Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024-9953668
Determination Date: 04/09/2024
Compliance Period: 02/01/2024-02/29/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 02/01/2024-02/29/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of February 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification.

Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: April 12, 2024

How Delivered: Certified/Registered #



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
May 10, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL:7022 **3330** 0000 8881 8930
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Tim Brewster:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

Sincerely,

Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

C: Drinking Water Program files
Enclosure

@KentuckyEEC | EEC.KY.GOV

TEAM 
KENTUCKY

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT AI ID: 982
County: EDMONSON
Violation Number: 2024-9953669
Determination Date: 4/29/2024
Compliance Period: 01/01/2023 – 12/31/2023
Violation Type: WE WATER WITHDRAWAL EXCEEDANCE
Contaminant: WWD WATER WITHDRAWAL

Public Water Systems are subject to the requirements of 401 KAR Chapter 4. [401 KAR 4:010]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non-Compliance:

401 KAR 4:010 Water Withdrawal Permits: The public water system exceeded the permitted amount for monthly average water withdrawals.

Comments: The system exceeded water withdrawal permitted limits.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.


Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information regarding water withdrawal permit compliance, contact Rita Hockensmith at (502)782-6975 or email at rita.hockensmith@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Watershed Management Branch
Division of Water, Department for Environmental Protection
300 Sower Boulevard
Frankfort, KY 40601

Issued By:


Joanna Ashford
Branch Manager
Watershed Management Branch
Division of Water

Date: May 10, 2024

How Delivered: Certified/Registered #7022 3330 0000 8881 5930

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
May 22, 2024

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

CERTIFIED MAIL: 7022 3330 0000 8881 6203
RETURN RECEIPT REQUESTED

REVISED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at (502)782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature



@KentuckyEEC | EEC.KY.GOV

TEAM
KENTUCKY.

An Equal Opportunity Employer M/F/D

**COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
Division of Water**

NOTICE OF VIOLATION

To:

EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201

PWSID: KY0310114

PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982

County: EDMONSON

Violation Number: 2024 - 9953663

Determination Date: 02/26/2024

Compliance Period: 01/01/2024 - 01/31/2024

Violation Type: 44 MONTHLY COMB FLTR EFFLUENT (IESWTR/LT1) **Tier Level:** 2

Contaminant: 0300 IESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, Section 3 IESWTR The public water system failed to meet the treatment technique requirement for turbidity by exceeding 0.3 NTU in over 5% of the combined filter effluent samples collected in the compliance period 01/01/2024 - 01/31/2024.

Comments: Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024 taken at Plant A, with 19.86% of samples exceeding 0.3 NTU.
Failed to maintain CFE turbidity level below 0.3 NTU in 95% of monthly measurements for January 2024 taken at Plant B, with 7.56% of samples exceeding 0.3 NTU.

The remedial measure(s) and date(s) to be completed by are as follows:

Submit the data, if available, to the Division of Water within thirty (30) days of receipt of this Notice of Violation. If data isn't available, Collect and report all required samples for the next compliance period, and submit within 10 days after the next compliance period.



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Rebecca Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

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

July 18, 2024

CERTIFIED MAIL: 7022 3330 0000 8881 6357
RETURN RECEIPT REQUESTED

STEFFAN MEREDITH
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

Re: **NOTICE OF VIOLATION**
AI ID: 982
PWSID: KY0310114
PWS NAME: EDMONSON CO WATER DISTRICT
COUNTY: EDMONSON

Dear Mr. Meredith:

The Kentucky Department for Environmental Protection (DEP) has issued the enclosed Notice of Violation for violations discovered at your facility. Please review this Notice of Violation carefully to ensure that all remedial measures are completed by the specified deadlines.

Failure to comply with all remedial measures could result in enforcement action and the assessment of penalties. Your cooperation and attention to this matter is appreciated. If you have any questions, please contact Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

Sincerely,

 Recoverable Signature

X 

Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

C: Drinking Water Program files Enclosure

COMMONWEALTH OF KENTUCKY
ENERGY & ENVIRONMENT CABINET
DEPARTMENT for ENVIRONMENTAL PROTECTION
DIVISION of WATER

NOTICE OF VIOLATION

To:
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42210

PWSID: KY0310114
PWS Name: EDMONSON CO WATER DISTRICT **AI ID:** 982
County: EDMONSON
Violation Number: 2024-9953670
Determination Date: 07/12/2024
Compliance Period: 05/01/2024-05/31/2024
Violation Type: 41 FAILURE TO MAINTAIN MICROBIAL TREAT, LT2ESWTR **Tier Level:** 2
Contaminant: 0800 LT2ESWTR

Public Water Systems are subject to the requirements of 401 KAR Chapter 8. [401 KAR 8:020 Section 1]
This is to advise that you are in violation of the provision(s) cited below:

Description of Non Compliance:

401 KAR 8:150, LT2ESWTR The public water system failed to maintain the level of treatment necessary for bin 2 classification for the compliance period 05/01/2024-05/31/2024. Treatment plants classified in bin 2 are required to provide additional log removal of *Cryptosporidium* and to use one or more of the Microbial Toolbox options provided in 40 CFR 141.715 to meet *Cryptosporidium* treatment requirements.

Comments: System failed to meet the treatment requirements associated with Bin 2 classification at plant B during the month of May 2024.

The remedial measure(s) and date(s) to be completed by are as follows:

Begin or continue to provide necessary treatment for bin classification. Perform public notification for the above violation in accordance with 401 KAR 8:070. Public notification(s) must contain these 10 elements:

1. A description of the violation that occurred, including the contaminant(s) of concern, and the contaminant level(s);
2. When the violation or situation occurred;
3. The potential health effects (including standard required language);
4. The population at risk, including subpopulations vulnerable if exposed to the contaminant in their drinking water;
5. Whether alternate water supplies need to be used;
6. What the water system is doing to correct the problem;
7. Actions consumers can take;
8. When the system expects a resolution to the problem;
9. How to contact the water system for more information; and
10. Language encouraging broader distribution of the notice.

Public Notification(s) must be distributed directly to all bill payers (primary) by mail or hand delivery and posted in public places served by the water system (secondary). A copy of the public notification and its certification must then be submitted to DOW within ten (10) days of distributing the public notification. [401 KAR 8:070]

The public notice must be distributed within thirty (30) days following receipt by the PWS of this Notice of Violation.

Further information about the public notification requirements can be found on our website:
<https://eec.ky.gov/Environmental-Protection/Water/Drinking/DWProfessionals/Pages/Compliance.aspx>.

Violations of the above cited statutes and/or regulations are subject to a civil penalty. Violations carry civil penalties of up to \$25,000 per day per violation depending on the statutes/regulations violated. In addition, violations may be concurrently enjoined. Compliance with remedial measures and their deadlines does not provide exemption from liability for violations during the period of remediation, nor prevent additional remedial measures from being required.

Detailed information about your water system's violations & monitoring requirements can be easily accessed on Kentucky Drinking Water Watch at <http://dep.gateway.ky.gov/DWW/>

If you have questions or need further information, write or call Tekoyia Brown at 502-782-6902 or email at tekoyia.brown@ky.gov.

ALL DOCUMENTATION MUST BE SUBMITTED TO:

Drinking Water Branch
Division of Water, Department for Environmental Protection
300 Sower Blvd.
Frankfort, KY 40601

 Recoverable Signature

X 

Issued By: Signed by: Alicia Jacobs
Alicia Jacobs
Branch Manager
Drinking Water Branch
Division of Water

Date: July 18, 2024

How Delivered: Certified/Registered #



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 Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

October 29, 2024

Sent electronically to: kevin.shaw@ecwdwater.com

Re: AI Name: Edmonson Co Water District
AI No. 982
Case No. DOW 24-3-0082
Activity No. ERF20230001
Edmonson County

Dear Mr. Perry:

The Cabinet has reviewed and accepted the Corrective Action Plan submitted on October 25, 2024. Please ensure that it is timely implemented and the Cabinet is notified of project completions by attending quarterly check in meetings as described in paragraph six (6) of the Agreed Order.

If you have any questions, please contact me at (502) 782-1647, or alexis.sulfridge@ky.gov.

Sincerely,

A handwritten signature in cursive script that reads "Alexis Sulfridge".

Alexis Sulfridge
Environmental Enforcement Specialist
Division of Enforcement



October 25, 2024

Ms. Alexis Sulfridge, Environmental Enforcement Specialist

Division of Enforcement

Energy and Environment Cabinet

300 Sower Blvd.

Frankfort, KY 40601

RE: Corrective Action Plan

Edmonson County Water District

Case No. DOW 24-3-0082

AI No. 982

Activity ID No. EFR20230001

Dear Ms. Sulfridge:

Please accept this correspondence as the District's proposed Corrective Action Plan (CAP) pursuant to paragraph 5 of the Agreed Order for case number 24-3-0082 filed on September 18, 2024.

Per paragraph 5.a.i, please find a summary of cited violations that were included as Appendix A of the Agreed Order, followed by an explanation of why the violations occurred:

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

- Failure to Maintain Microbial Treatment associated with Bin 2 classification relating to providing additional log removal of Cryptosporidium. Multiple violations dating back to April 2023 at both Brownsville and Wax WTP.
- Exceedance of Water Withdrawal in the years 2022 and 2023 at Brownsville WTP. **Our withdrawal permit has been updated to alleviate the exceedance's**
- Failure to maintain CFE turbidity level at both the Brownsville and Wax WTP. **Fingers crossed we have been doing much better with turbidity compliance with continued improvements. This is still going well at both plants**
- Failure to report adequate number of results for disinfectant residual in the distribution system. **It is my goal to install cl2 monitors in the distribution system to constantly monitor at 4 locations throughout the system. (north, south, east, west) Monitors are in and we are working on selecting locations to set up where SCADA is available to send information back. The SCADA piece of this got completed in late October and the field guys are beginning to install the Monitors in the field.**

Explanation of violations:

As previously discussed in the reply to proposal to enter an Agreed Order, the Management of ECWD has been replaced with new outside personal from a past successfully operated system. Only one person from the old Board of Commissioners remains. The old office manager left, and the General manager is pursuing replacing that position. An explanation of why the past violations occurred cannot be sugar coated, it was nothing more than negligence and a gross disregard of proper service to the community and disrespect to the Division of Water. We offer no excuses but do promise to move this Water District in a new direction as has already been demonstrated with new practices and improvements to daily operations

Per paragraph 5.a.ii, please find a summary of corrective actions the district has already initiated and/or completed the following activities related to their treatment/distribution system:

*This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166*

1. Wax Plant Improvements:

- a. Update and replaced two continuous monitoring turbidimeters and the bench top unit.
- b. Added a top filter continuous monitoring turbidimeter.
- c. An inline turbidimeter has been added to the raw water source
- d. Replaced both control panels on the high service pumps with VFD type control centers. One high service pump and motor has been replaced new
- e. Both low service pumps have been pulled and brought up to date.
- f. All mechanical equipment associated with treatment is now operational.
- g. Bulk PAC feed is now utilized with the use of a day tank and fed properly in the rapid mix.
- h. The polymer feed system has been updated to feed neat with a polyblend type system and scales added
- i. Operators have been signed up to take online training support classes utilizing the Sacramento manuals. One operator has completed one Sacramento course and is registered for another segment Not only is this a great training support group, it also enables us to fast track the wait time on being able to get our operators in a certification class to get licensed. An Operator went last week and has passed his class I exam, we have another one scheduled for May and I fully expect to get another license then.
- j. Chemtech read outs from Chlorine has been moved to the lab building
- k. New Chlorine leak monitors have been installed in gas chlorine feed room
- l. The Wax Treatment plant is now under complete control by Green River Valley Water District through a maintenance contract. These guys have made some serious improvements around the facility in the short time they have been in operational control.

2. Brownsville Plant Improvements:

- a. Initiated better operational controls.
- b. Fixed permanganate feed to properly operate. In the process of changing over from Potassium Permanganate to Sodium Permanganate. When this is complete control of an accurate feed rate will be vastly improved. We are now feeding Sodium Permanganate
- c. Scales for the permanganate and polymer feed are ordered
- d. New Turbidimeters are ordered for all filter effluent
 - i. New turbidimeters and controllers are installed and operational for all filters beginning July 22, 2025
- e. New Turbidimeter has been installed on Combine Filter Effluent

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

- f. A turbidimeter has been installed to monitor top filter turbidity
- g. All turbidimeters are now connected to SCADA in the lab office of the water treatment plant
- h. Adjusted better waste sludge controls.
- i. All mechanical parts of the treatment process operational as well now.
- j. We have changed the feed method of our polymer to use a mixing system allowing us to feed the chemical neat instead of mixed in a tank for feeding.
- k. New Chlorine leak monitors have been installed in gas chlorine feed room
- l. We have contractors on site changing out the media. One filter is complete, and we have collected bacteriological samples yesterday and will plan on putting back in service as soon as results are received. We will take a second filter out of service next week and begin the media change out on filter #2.
 - i. 1&2 filters are now operational with new filter media, the contract has been awarded to begin the change out of the media for the remaining three filters beginning July 22, 2025
 - ii. All filters now have new media in them
- m. A meter has been installed to register plant water used for an accurate measurement for water loss control.

Our goals are simple. First, not having turbidity above 1.0 NTU to leave the plant again. Second, minimizing turbidity above .15 NTU 95% of the time. A third goal would be to analyze the functionality of the Brownsville plant to see if improvements are obtainable to get contact time allowing the turbidity limits to be stretched back to .3 NTU.

Per paragraph 5.a.iii, please find a summary of corrective actions the district plans to complete to ensure that CFE turbidity measurements taken for any month at each plant are less than or equal to 0.15 NTU in at least 95% of the measurements and that the maximum CFE turbidity measurements taken for any month at each plant are less than or equal to 1.0 NTU.

1. Install scales under a sodium permanganate day tanks with Stenner feed pumps.
 - n. This is complete at the Wax plant. Have switched from dry permanganate feed to a more stable and consistent sodium permanganate product. Scales have been added to this feed system
2. Install scales under a PAC Day tank with Stenner feed pumps.
 - This is complete at the Wax plant, polymer is now also fed through a more consistent and reliable polyblend type feed system also set up with stenner pumps for a better control.
3. Install SCADA for both plants so data can be viewed from the labs.

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

- This work is being developed but not yet in service, however there are digital readouts of bottom filter and combined now visually available in the lab at the Wax plant. We have begun the programming and setting up of control monitoring of certain operational functions of the Brownsville plant. We do not plan on have much pump controls of raw water through SCADA for some time due to obsolescence, however we are attempting to tie the main tank that is fed from the Brownsville plant to the high service by giving better controls with that piece.
4. Replace the fouled media in the plant filters.
 - The Wax treatment plant now has new media in both filters
 - All filters at Brownsville will have updated media by our next quarterly meeting
 - It is all changed now

Per paragraph 5.a.iv, please find a plan of action to be implemented when the turbidity conditions above have occurred including the issuance of a Boil Water Advisory.

In the event that turbidity conditions listed above have occurred the following actions shall take place:

1. Instance shall be documented including the observed turbidity level, location of sample, date & time of sampling, and brief explanation of why the exceedance occurred.
2. In the event the turbidity exceeds 1.0 NTU issue the following Boil Water Advisory to consumers: Along with the advisory to the customers, simultaneously the Division of Water will be notified within 24 hours of the violation.

“A Boil Water Advisory is in effect for the following areas of the Edmonson County Water District. *(list areas of impact)* At (time) on (month, day, year) the District experienced an exceedance of the permitted level of turbidity at their (Wax/Edmonson) Water Treatment Plant. Until further notice it is recommended that your drinking water be boiled for one (1) minute at a rolling boil and then let it cool before using or use bottled water. Boiled or bottled water shall be used for drinking, making ice, brushing teeth, washing dishes, and food preparation until further notice.”

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

Per paragraph 5.a.v, provide a list of proposed corrective actions to maintain raw water withdrawal amount within Water Withdrawal Permit limits.

1. The District has already tasked some of its maintenance crew with locating leaks within the water distribution system. The hope is that with reducing water loss within the system that water withdraw will also decrease. **Water loss has been reduced 5% in the past six months from the first half of the 2024 calendar year.** **August and September 2025 reports had lost water below 30%, not where we want it but still headed in the right direction**

Since water distribution systems always have water loss, there is no estimated completion of this task therefore the District has also;

2. Charged HMB Professional Engineers with the task of increasing the withdraw limits from the Green River. The permit application is currently underway and will be submitted for review.
 - a. **The permit is ready for submittal to the DOW.** **Permit is now submitted to increase withdraw limits.** **This is now complete and on file**

Per paragraph 5.a.vi, provide a list of proposed corrective actions to ensure the system meets the treatment requirements associated with Bin 2 classification at each plant.

1. Maintain the functionality of all mechanical processes at both Wax and Brownsville WTPs.
 - a. **We have had contractors come in and clean all basins and rid them of accumulation of grit and sludge.**
 - b. **All mechanical processes are functional**
2. Maintain chemical supply at both plants so they are ready to address fluctuating raw water conditions.
 - a. **Chemical supplies have been adequately maintained**
3. Maintain chemical feed equipment at both plants.
 - a. **The feeding equipment is in good repair. Work has been done at Brownsville to improve the safety and cleanliness of the gas chlorine room. It has been realized that chlorine leak monitors are substandard and that is being addressed as well.**

This Institution is an Equal Opportunity Provider and Employer

1128 KY Hwy 259 N.

P.O. Box 208

Brownsville, KY 42210

Phone: (270) 597-2165 Fax: (270) 597-2166

4. Continued education of operators so they understand and meet the demands of the Division of Water regulations.
 - a.

Per paragraph 5.a.vii, a schedule for implementation of proposed corrective actions is provided below:

Corrective Action	Schedule
All mechanical equipment operational at Wax and Brownsville WTP <ul style="list-style-type: none"> - Scales for sodium permanganate day tanks "Complete" - Stenner feed pumps for sodium permanganate Complete - Scales for PAC day tank Complete - Stenner feed pumps for PAC Complete - SCADA monitoring at Wax and Brownsville WTPs Work in Progress. Lots of work getting accomplished here - Fouled media Replacement in plant filters Complete at Wax Complete at Brownsville 	January 2025
Apply for increased water withdrawal at the Brownsville WTP. Has been mailed in to the KY DOW Waiting for DOW approval Complete	November 2024
Have one (1) operator at Wax WTP with a class II certification Have scheduled operators to attend training and take test April & May date set. Under the operation of GRVWD This plant currently (Wax) is operating with a class IV, a Class III, a class I and a Class IV that is ten minutes away for emergency response	July 2025
Total of three (3) operators with class II certification At Brownsville we have a total of three full time class III operators on staff. We have one class III operator that works part time for us and another one that fills in when needed that has a class III certification. Ther are two more guys as OIT's on staff now as well.	January 2026
Hydraulic Assessment of Distribution System (ECWD's engineering consultant, HMB, is currently working on a hydraulic model and report for the distribution system) Complete	January 2025
Functional Assessment of Treatment Plants Complete	January 2025
Submit revised CAP that dictates the new direction for the ECWD distribution and treatment systems. This new direction shall benefit the ECWD customers as well as the requirements of the DOW.	September 2025

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

The treatment plant staff at Wax has turned over and at present we only have one employee that was any part of the old habits that had been formed. He only had one (1) year of experience so has not formed many of the old bad operational habits. We have brought staff up to five (5) operators in training, none of which currently hold a license. No certified operators applied for the positions due to the challenging environment. (The District will be filing an alternative staffing plan with DOW) It is our belief that with better training and control over of our operators we can limit our future failures. Currently working with KRWA to submit an alternative staffing plan for the plant operators. More specific to the Wax plant as there are 2 class III operator license at the Brownsville plant. [The field guys at KRWA informed us that they could not submit an alternative staffing plan due to us having no certified operators at the Wax plant. We told them we could not help that, and the reply was that we simply could not submit one fitting the guidelines of DOW. I did not push the issue and probably should have at least submitting something.](#)

We believe that the CAP outlined above will allow the District to maintain proper operations and maintenance of the water distribution system for compliance with applicable laws and regulations.

Training Schedule

- **April 8-11 Jenny Wiley State Park**
 - **Lee Cain scheduled to attend Class I**
- **May 6-8 Owensboro Convention Center**
 - **Joey Thompson scheduled to attend**

We are currently working with the Grayson County Water District and Green River Valley Water District negotiating a deal that would transfer the customers of Edmonson County Water District that is served in Grayson and Hart Counties to these two systems. GCWD getting the customers served in Grayson County and GRVWD the customers served in Hart Count. This deal would surrender the customers, pipe, tanks, & Wax water treatment plant.

With this transition the three different Water Districts can focus on improvements in the three different respective Counties, and it is expected that the much-needed improvements can come much sooner to all customers.

This transition is now complete. ECWD is now only operating the Brownsville treatment plant and distribution system that is primarily in Edmonson County. Asset purchase agreements have been entered into with GCWD & GRVWD, and it is our hopes to have the request for approval of asset change to PSC in Early November.

Update CAP
10-15-2025

Corrective Action	Schedule
We have been working with HMB Engineering to develop a plan to update the Brownsville treatment plant to better meet regulations. This update at a minimum will include the addition of UV to enable the ability to get away from having to meet a .15 combined filter effluent turbidity. There will be many other aspects to look at but this one specifically is important. We plan to make a submittal to the Kentucky Infrastructure Authority 2027 SRF Call For Projects.	December 2025
Tear down old web site, rebuild to a more modern look and actually service the site on a regular basis with the goal being to better communicate with the general public, the employees, and the Community as a whole.	January 2026
Update tank for the Sodium Permanganate feed to include a double walled tank for mini tote fill and operate off a day tank. This will enable us to get away from handling as many barrels and create a much cleaner feed system.	February 2026
Develop a valve exercising and maintenance program.	March 2025
Develop a more structured flushing program	April 2026
Remove Chlorine gas feed system and update to Sodium Hypochlorite feed system.	July 2026
Close Agreed Order & end CAP	July 2026

This Institution is an Equal Opportunity Provider and Employer
 1128 KY Hwy 259 N.
 P.O. Box 208
 Brownsville, KY 42210
 Phone: (270) 597-2165 Fax: (270) 597-2166

Should you have questions regarding this matter, or if additional information is required, please contact me at (270) 597-2165 or kevin.shaw@ecwdwater.com.

Thank you.

Sincerely,

Edmonson County Water District

Kevin Shaw

General Manager

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

Shaw-Attachment-2

DOW

Drinking Water Sanitary Survey/Notice of Deficiency
&
Edmonson District's Response



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

KEVIN SHAW
EDMONSON CO WATER DISTRICT
PO BOX 208
BROWNSVILLE, KY 42201
AI: 982 PWSID: KY0310114

RE: Drinking Water Sanitary Survey

August 14, 2025

Dear KEVIN SHAW:

The Division of Water conducted a Drinking Water Sanitary Survey (attached) of EDMONSON CO WATER DISTRICT on June 3, 4, 17 and 18, 2025. A Capacity Development assessment was done as part of the survey.

Significant Deficiency(ies) (A written response is due within 45 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Sep 28, 2025)

- The Wax Plant currently has one shift covered by a certified operator, but the remaining two shifts are not operated by a certified operator.

Non-significant Deficiency(ies) (A written response is due within 90 days and must address deficiencies as resolved or provide a corrective action plan; DUE DATE: Nov 12, 2025)

- Operation and Maintenance (O&M) Manuals must be up-to-date and reviewed annually.
- Inadequate chemical storage and containment in the chemical room and outside the chemical room at Brownsville Plant.
- Neither Brownsville nor Wax Plant are equipped with external audio and/or visual alarms at the chlorine room.
- The large Clearwell at Wax Plant does not have a lock on the hatch.
- None of the Clearwell's at Brownsville or Wax Plant have screens on the overflow pipes.
- The majority of tanks in the distribution system do not have screens on the overflow pipe. Storage tank sites, including Clearwell's, should be inspected and evaluated to ensure screens of appropriate size, according to ten state standards, are installed.
- System needs a documented procedure for issuing Consumer Advisories and Boil Water Advisories.

The Division recommends the following:

- System must report all sales in their Monthly Operating Reports (MORs).
- System has aspects of an Asset Management Plan, but a full program has not been implemented.
 - Environmental Protection Agency ([Asset Management Resources for States | US EPA](#)) and the Southwest Environmental Finance Center (<https---swefcamswitchboard.unm.edu-am-.url>) have useful information regarding asset management development and implementation.
- System needs to address Water Plant B (Wax WTP) operating at 107.5% GPM of its Rated Design Capacity.
- System should create a documented Capital Improvement Plan.
- Continue to address and remedy water loss throughout the system.

- System Emergency Response Plan should be up-to-date.
- The filter media at Brownsville Plant in Filters 1 and 2 have been replaced recently. The media in filters 3-5 should be evaluated and replaced when possible.
- Backflow prevention devices should be tested by a certified tester.
- Brownsville Plant should evaluate areas of need for backflow prevention.
- The chlorine scales at Brownsville plant are not currently in working condition.
- Neither Treatment Plant is calculating CT's regularly.
- Both Treatment Plant's should add SOP's to the O&M manual for sample collection, analysis, and reporting.
- Recommend creating a documented valve exercise program.
- Recommend inspecting storage tank locations for tree and vegetation growth problems.
- Recommend inspecting tank sites to ensure access ladders are secured.
- Recommend storage tank sites be fenced for security.

Assistance with the "Managerial and Financial Assessment" section of the sanitary survey for EDMONSON CO WATER DISTRICT can be obtained by contacting Casey Greer at 502-782-4683 or casey.greer@ky.gov.

If you have any questions regarding the "Technical Inspection" portion, contact Justin Spears at 502-782-5755 or justin.spears@ky.gov.

All deficiency responses should be sent to the attention of Charles J Bailey, Drinking Water Branch, Division of Water, 2751 Campbellsville Rd, Columbia, KY 42728 or by email to cj.bailey@ky.gov.

Sincerely,



Charles J Bailey
Technical Assistant Section
Drinking Water Branch
Division of Water

Failure to respond to this letter will result in a notice of violation.

SOURCE

SOURCE NAME	WATER WITHDRAWAL NUMBER	PERMITTED AMOUNT (MGD)	IS CAPACITY ADEQUATE?	ARE THERE WATER QUALITY ISSUES?
Nolin Lake	1279	1	Yes	No
Upstream land uses: <ul style="list-style-type: none"> • Farmland • Logging • Oil and Gas • Recreation • Residential 			Upstream discharges within 5 miles: <ul style="list-style-type: none"> • Farmland • Logging • Oil and Gas • Recreation • Residential 	
Is there a source water protection plan in place? (Call ADD if no one at plant knows.)				No
Are there any sources of Cryptosporidium in the watershed?				Yes
Describe the sources: Ag				
Is the system drought-vulnerable? (Has the system ever been on water conservation or dealt with a dwindling water source during warm weather?)				No
<i>Does the system perform both source and finished water quality monitoring as required?</i>				Yes
What type of water quality monitoring is done on the source water: <ul style="list-style-type: none"> • Alkalinity • Hardness • Iron • Manganese • pH • Temperature • Turbidity 				
If multiple sources are available, is the one in use the "best" in terms of both water quality and quantity?				
Are there any factors that have limited the capacity of raw water source(s) within the last 10 years?				No
Are there any unaddressed factors that have reduced the quality of raw water source(s) in the last 10 years?				No
If the quality of the raw water source(s) has been reduced within the past 10 years, have the contributing factors already been successfully addressed?				
Are there any unaddressed factors that have limited the water available for purchase from contracted source(s) in the last 10 years?				
No				
COMMENTS:				
System was unsure if there was a Source Water Protection Plan and ADD was not able to provide one.				

INTAKE STRUCTURE							
LOCATION			TYPE	# of INLETS	SCREEN GRID SIZE (in)	IS FLOODING A PROBLEM?	IS SILT BUILD-UP A PROBLEM?
ROAD/AREA	LAT	LONG					
Nolin Lake	37.3422	-86.1261	Fixed	3	0.2	No	Yes

Number of raw water mains: 1 which are: Pumped

Is raw water flow measured? No

List any chemicals fed at the source: Sodium Permanganate

If source is a reservoir, is it aerated?

List depths of intake levels (normal pool): 509, 495, 488

Screens are: Stationary

Is screen clogging a problem? Yes

How are screens cleaned? air blowoff

Are Zebra mussels a problem? No

How often are the submerged portions of the intake inspected? Annually

When was the date of the last inspection? January 6, 2025

COMMENTS:

Silt issues occur especially during winter pool. System is currently installing a new screen & grid system to use with their air system to push through on the bottom two intakes. There are two transmission lines running from the raw water pump house towards the plant. The two lines run into one line as it reaches the plant. Sodium Permanganate is then fed into the line and the water goes into the Pre-Sedimentation basin.

TREATMENT

PRE-SEDIMENTATION			
CAPACITY (gallons)	FLEXIBILITY TO BYPASS	CHEMICAL FEED CAPABILITY	LIST CHEMICALS FED
50,000	Yes	Yes	Sodium Permanganate

Are treatment chemicals fed at the inlet to the pre-sedimentation basin? Yes

The chemical is fed All the time

Is algae growth a problem? No

How often are the pre-sedimentation basin(s) cleaned? rarely

COMMENTS:

RAPID MIX			
TYPE	NUMBER	VOLUME (gallons)	PHYSICAL CONDITION
Mechanical Mixer	1	2,214	Good

List chemicals in the order they are fed at the rapid mix: Coagulant and Polymer. Carbon fed after the flash mix

Is adequate mixing of chemicals taking place?	Yes
Are there flow splits after the rapid mix?	Yes
Is the flow distribution even?	Yes

COMMENTS:

Water leaves flashmix and flows evenly into two pipes that go to each clarifier/pulsator

SEDIMENTATION BASINS					
TYPE	TRAINS / STAGES	VOLUME (gallons)	SQ. FT. AREA PER BASIN	% WITH TUBE SETTLERS	PHYSICAL CONDITION
Pulsator/SuperPulsator	2/ Single	35,000		0	Good

List any chemicals fed in the sedimentation process: Carbon fed post flashmix

What is the sedimentation turbidity goal? <u>< 1 NTU</u>	
Where is this sample taken? TOF	
gpm/ft ²	
If system has an Actiflo process, what is the rise rate?	
How often are the basins cleaned? twice per year	
How often is sludge removed from the basins? hourly	
Sludge removal is: <ul style="list-style-type: none"> Mechanical 	
What was the sludge depth at the time of this inspection?	
What was the settled water turbidity at the time of this inspection? <u>1.2</u>	
Is there evidence of short-circuiting (flow or density currents)?	No
Is baffling present in the basins?	Yes
Describe the baffling: <u>plate settlers</u>	
If multiple sedimentation basins, describe the piping from the basins to the filters: <u>both basins run into a single pipe that goes to filters</u>	
Is there evidence of floc carryover to the filters?	Yes

COMMENTS:

Plate settlers cleaned in fall of 2024. Floc carryover is a persistent problem.

FILTERS							
Total Number of Filters: <u>2</u>							
<i>Plant flow rate divided by total square footage of filters in service at the time of inspection.</i>							
TYPE	MEDIA TYPE	FILTER RATE (at ins p)	FILTER CONTROL	SURFACE WASH TYPE	FILTER TO WASTE	FILTER AREA	PHYSICAL CONDITION
High Rate with Mixed Media		3.5 gpm/ft ²	None	Rotary	Yes	90	Good

List any chemicals fed in the filtration process:	
What is the filtered water turbidity goal?	< 0.05 NTU
Does this apply to the combined filter effluent?	Yes
To individual filter effluents?	Yes
What criteria are used for filter backwash?	turbidity and loss of head
What is the backwash rate in gallons per minute?	<u>1,950 gpm</u>
Is filter backwash rate ramped up and down?	Yes
Is backwash flow rate measured?	No
Are filters ever bumped?	No
Is air scouring used?	No
What was the combined filter effluent turbidity at time of inspection?	0.087
Are individual filters monitored for turbidity	Yes
Are the IFE turbidimeters calibrated per the manufacturer's instructions? (inspect documentation)	Yes
Is this turbidity continuously recorded?	Yes
Can this data be retrieved in usable form from storage (tape or CDs)?	Yes
Is filter to waste (rewash) present?	Yes
Is it used?	Yes
Can turbidity be measured while filtering to waste?	Yes
Are flows adjusted on remaining in-service filters during a backwash?	No
COMMENTS:	
There is no actuator present on filter influent lines, so influent water coming to filters cannot be stopped, even during backwash cycle. There is some corrosion on the inside of the filter walls near the top. New surface wash actuators are being planned for installation. There is a considerable amount of rust/corrosion in the pipe gallery.	

RESIDUALS HANDLING	
What percent of plant production is used for in-plant processes (backwash, chemical feed, sanitary)?	<u>5%</u>
How are spent backwash water and other liquid residuals handled?	backwash basin
If applicable, is the spent backwash holding tank/lagoon volume adequate?	Yes
Does the plant discharge water from this tank/lagoon back to a body of water?	Yes
Does the plant have a KPDES discharge permit?	Yes
Permit number: KY0109690	
Is the discharge meeting permit requirements?	Yes
Is the discharge point upstream of the intake?	Yes
If yes, how far upstream is the discharge point from the intake?	Very near the intake on the lake.
Is spent backwash water recycled?	No
How are solid residuals handled?	
COMMENTS:	
Accumulated sludge in backwash basin will be pumped through a grit removal system into old lagoon to dry. Old lagoon onsite has been excavated and will soon be available to accept solids.	

CHEMICAL FEED EQUIPMENT				
CHEMICAL NAME	PURPOSE	FEEDER TYPE	FEED POINT	NUMBER & CONDITION
Polyaluminum Chloride	<ul style="list-style-type: none"> Coagulation 	Peristaltic	Quick/Flash Mix	1 Good
Sodium Permanganate	<ul style="list-style-type: none"> Iron Removal Manganese Removal 	Peristaltic	Pre-Sedimentation	1 Good
Polyphosphate	<ul style="list-style-type: none"> Corrosion Control Sequestering 	Metering Pump	Pre-Clearwell/Bladder Tank	1 Good
Powdered Activated Carbon	<ul style="list-style-type: none"> Taste/Odor Control 	Volumetric	Quick/Flash Mix	1 Good
Hydrofluosilicic Acid	<ul style="list-style-type: none"> Dental Health 	Peristaltic	Pre-Clearwell/Bladder Tank	1 Good

How are chemical feeders calibrated?	time measurement into graduated cylinder
How often are chemical feeders calibrated?	every two weeks
Are chemical dosages calculated?	Yes
How often are dosages calculated?	<u>pounds/day calculation</u>
Are chemicals NSF or United Laboratories certified and approved by DOW prior to use?	Yes
Do the bulk liquid feed systems have day tanks?	No
Are there at least two feeders provided for essential processes (such as coagulation and disinfection)?	Yes
Are spare parts available?	Yes
Is there enough storage for at least a 30-day supply of chemicals used?	No
Are there containment areas around the chemicals in case of spills or leaks?	No
Are in-plant water supplies protected from backflow (cross connections)?	Yes
Does a certified tester test backflow prevention devices?	No

COMMENTS:

All chemical feed pumps have been replaced within the past year. There is normally not enough storage of coagulant on-hand for a 30 day supply. The chemical containers lack containment. A backflow prevention device was recently installed at the plant, but has not yet been tested by a certified tester.

GAS CHLORINE SAFETY	
Is the chlorine room enclosed and separate from other operating areas?	Yes
Is there a working exhaust fan in the chlorine room?	Yes
Does it provide one complete air change per minute?	Yes
Does it exhaust from floor level?	Yes
Is intake air near the ceiling?	Yes
Is there an external audible and visual alarm?	No
Are switches located outside the chlorine room?	Yes
Are chlorine tanks secured?	Yes
Are the scales operational?	Yes

Is automatic switchover of chlorine cylinders provided?	Yes
Is there a shatterproof viewing window in chlorine room?	No
Is there a crash bar on the door of the chlorine room?	Yes
Does the door open out and to the exterior of the building? Yes	
Is there a SCBA unit meeting NIOSH standards outside the chlorine room?	Yes
Are personnel trained to use the SCBA? No	
Is the "buddy system" practiced when changing or moving chlorine cylinders?	Yes
Is leak detection provided?	Yes
Is ammonia available for chlorine leak detection?	Yes
Is there a chlorine tank repair kit?	Yes
Are personnel trained and certified to use the kits?	No

COMMENTS:

The chlorine leak detection alarm does not provide audible or visual alerts outside the room. There is a window opening in the back of the room from the chemical storage area, but the window is covered by chemical storage tanks.

DISINFECTION

TYPE	APPLICATION POINT	REDUNDANCY AVAILABLE	FEEDER TYPE
Chlorine Gas	Quick/Flash Mix	Yes	Chlorinator
Chlorine Gas	Pre-Clearwell/Bladder Tank	Yes	Chlorinator

What is the means used to measure disinfectant chemical usage?	scales
How is the disinfectant residual monitored?	Chemtrac and benchtop
Is there an on-line, recording chlorine analyzer on the plant tap (for systems serving >3,300)?	Yes
Are C-Ts calculated daily?	No

COMMENTS:

Spare chlorinator is available.

CLEARWELLS

VOLUME	BAFFLING TYPE	DISINFECTANT RESIDUAL	
		TOTAL	FREE
100,000 Gallons	Unbaffled (0.1)		
175,000 Gallons	Unbaffled (0.1)	2.02	1.67

List chemicals in the order in which they are fed into the clearwell: phosphate, chlorine, and HFS	
Multiple clearwells are:	In series
Are hatches secured?	No
Are vents screened?	Yes

How often are clear wells cleaned? Rarely

COMMENTS:
 Clearwells are used in series, but valves are in place to separate them if needed. Neither of the clearwells had screens on the overflow pipe. The large clearwell did not have a lock on the hatch.

WATER PLANT PUMPS (Low service/raw water, high service/finished water and backwash)					
FLOW STREAM	LOCATION	NUMBER OF PUMPS	CAPACITY (gpm)	PUMP TYPE	FLOW CONTROL METHOD
Backwash Water	Clearwell	1	1,900	Vertical Turbine	Manual
Finished Water	Clearwell	2	700 700	Vertical Turbine	Manual
Primary Raw Water	Intake	2	800 800	Vertical Turbine	Manual

Are documented maintenance and pumping records maintained for all distribution pumping stations? (minimum of pump run times, pump testing, maintenance log) No

Do all pumping facilities have the ability to meet demand with one pump out of service during peak demand? **Yes**

COMMENTS:
 System is about to begin a monthly inspection and maintenance schedule for distribution pump stations.

WATER PLANT ON-LINE INSTRUMENTATION			
TYPE	FLOW STREAM (Location)	MANUFACTURER	LAST CALIBRATION DATE
Chlorine	Tap	Chemtrac HydroAct	April 22, 2025
Turbidity	Individual Filter Effluent	Hach 5300 SC	April 22, 2025
Turbidity	Combined Filter Effluent	Hach 5300 SC	April 22, 2025

COMMENTS:
 On-line instrumentation calibrated by Labtronix every quarter. New on-line turbidimeters have recently been installed for individual filter and combined filter turbidity.

LABORATORY (PLANT)			
PARAMETERS TESTED	FREQUENCY	EQUIPMENT USED	CALIBRATION METHOD
Chlorine	twice per day	Hach DR3900	Labtronix
Turbidity	Twice per day	Hach TU5200	Labtronix
pH / Temp	twice per day	Hach HQ411d	three-point calibration
Hardness / Alkalinity	twice per day	Titration	
Iron / Manganese	Twice per day	Hach DR3900	Labtronix
Phosphate	Twice per day	Hach DR3900	Labtronix
Fluoride	Twice per day	Hach DR3900	Labtronix

Is laboratory space and lighting adequate?	Yes
Are analyses conducted according to approved EPA methods?	Yes
Does the lab have SOPs for sample collection, analysis, and reporting?	No
Are daily log sheets used to record day-to-day operations, testing, etc?	Yes
Daily log sheets are: Hand-Written	
COMMENTS:	

IN-PLANT SAMPLING (for example, top and bottom of filters)				
SITE	CHLORINE (mg/L)		pH	TURBIDITY (NTU)
	FREE	TOTAL		
RAW				9.66
TAP	1.67	2.02	7.29	
CFE	0.32	0.6		0.21
TOF				0.74
COMMENTS:				
During the inspection, divers were working at the raw water intakes and the plant had to be shut down for a period of time. Some of the instrumentation readings may have been affected by this.				

DISTRIBUTION SYSTEM	
Does the system have standard specifications for design and construction of the distribution system?	Yes
Does the system prohibit new connections where pressure on the discharge side of the meter will be <30 psi?	Yes
Is the system able to meet minimum pressure requirements of DOW and/or other regulating authority?	Yes
Does the system have a documented leak detection program?	No
Does the distribution system have a sufficient number of valves to isolate portions of the system (for leak detection, maintenance, etc.)?	Yes
If there are separate distribution system areas, are they interconnected with each other?	No
How many separate areas are there? <u>2</u>	

What prevents these systems from being interconnected? <u>Brownsville and Wax system separated by valve that is sometimes open but not always</u>	
How many pressure zones are there? <u>19</u>	
What is the range of distribution pressures? <u>31-210</u>	
Do any distribution areas require reduced pressure valves?	Yes
What piping materials are included in the distribution system? <u>PVC, AC, DI</u>	
Does the system have a program for flushing water mains?	Yes
Describe the process for sterilizing new mains/main breaks: <u>AWWA</u>	
What types of on-line instrumentation are located at booster or pump stations and tanks? <u>Telemetry and Intrusion Alarms</u>	
Does the system have a documented program for exercising distribution system valves?	No
Does the system have a documented program for regular testing of water meters including raw water, distributed and customer?	Yes
Is there a water meter replacement program?	Yes
Are there main break/emergency notification procedures?	Yes
Does the system have a documented procedure for issuing a boil water advisory and a consumer advisory? The procedure shall identify when (how soon after the occurrence) and how the system shall notify the affected health department, to whom that notification shall be made both during and after normal business hours, and procedures for issuing the advisory to the public. The public notification shall include instructions for the public (including how to properly boil water) and an explanation of steps being taken to correct the problem.	No
Describe how the decision is made to issue a Boil Water Advisory: <u>System pressure and chlorine concentration</u>	
Does the system have a cross-connection control program?	Yes
Is the cross-connection control program documented in writing?	Yes
Does a certified tester test the backflow prevention devices on a regular basis?	No
Has a calibrated hydraulic model been developed for the system?	Yes
COMMENTS:	
Brownsville plant and Wax plant basically have separate distribution systems. System has recently created a water quality position to flush lines, check chlorine residuals, and sample for BacT's. New water mains are contracted. Some of the pump stations have pressure and flow meters, but not all. System has a licensed residential meter tester and an inhouse test bench. System uses a one-call system and social media for public notification.	

DISTRIBUTION STORAGE FACILITIES									
LOCATION			VOLUME (gallons)	TANK TYPE	OVERFLOW		LAST CLEANED/INSPECTED	TELEME-TRY	% TURNOVER (Per Day)
ROAD/AREA	LAT.	LONG.			SCREEN/FLAPPER	>10' FROM TANK			
river hill	37.2053	-86.2819	150,000	Elevated	Yes	Yes	January 1, 2024	Yes	
lindseyville	37.2435	-86.282	500,000	Elevated	Yes	Yes	January 1, 2024	Yes	
windyville	37.2137	-86.3002	100,000	Elevated	No	Yes	January 1, 2024	Yes	
perry	37.1889	-86.2489	500,000	Ground	No	Yes	January 1, 2024	Yes	
perry #2	37.1889	-86.2489	1,000,000	Ground	No	Yes	January 1, 2024	Yes	

hwy 101	37.1012	-86.2306	250,000	Elevated	Yes	Yes	January 1, 2024	Yes	
industrial park	37.0878	-86.0769	300,000	Elevated	No	Yes	January 1, 2024	Yes	
wingfield	37.1216	-86.3131	100,000	Elevated	No	Yes	January 1, 2024	Yes	
cedar springs	37.1125	-86.1488	50,000	Elevated	No	Yes	January 1, 2024	Yes	
Howell	37.3613	-86.1396	100,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Hwy 88	37.3589	-86.1345	400,000	Ground	No	Yes	January 1, 2024	Yes	
Cub Run	37.3165	-86.0553	200,000	Elevated	Yes	Yes	January 1, 2024	Yes	
Lincoln	37.257	-86.1383	200,000	Standpipe	No	Yes	January 1, 2024	Yes	
Nolin Estates	37.3601	-86.1598	120,000	Standpipe	No	Yes	January 1, 2024	Yes	
Kessinger	37.3089	-85.9547	150,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia 1	37.4096	-86.227	100,000	Standpipe	Yes	Yes	January 1, 2024	Yes	
Peonia	37.3601	-86.227	125,000	Standpipe	Yes	Yes	January 1, 2024	Yes	

Are all storage tanks professionally inspected at least every 5 years (including interior, coating systems, & piping)? Yes

How often are tanks: INSPECTED every 5 years and CLEANED as needed?

Are all storage tanks and water plants equipped with hatches, covers, screens, vandal guards and locks and all tank sites fenced for security? No

Are all hatches, screens, and overflows on the storage tanks checked at least monthly? No

Is there corrosion protection in the tanks? No

COMMENTS:

All storage tanks were inspected in 2024. The majority of the storage tanks in the system do not have screens. Howell tank has been rehabed recently. Lindseyville tank has just been rehabed and was about to be put back into service at the time of inspection. Industrial Park tank was being prepared for rehab at the time of inspection. Industrial Park tank overflow pipe was not accessible due to overgrown vegetation. River Hill, Perry 2, Cedar Springs, and Lincoln Tanks had trees/vegetation near the tank in vertical plane. Several tanks had access ladders that were not secured. The three clearwell overflow pipes at Brownsville and Wax Plants had no screens.

DISTRIBUTION BOOSTER PUMPS AND/OR BOOSTER DISINFECTION FACILITIES								
LOCATION			PUMP or DISINFECTION	NUMBER of PUMPS	PUMP CAPACITIES (gpm)	DISINFECTION TYPE	AUXILIARY POWER	COMMENTS
ROAD/AREA	LAT	LONG						
river hill	37.204	-86.2836	Pump	2	800 800		No	
fairview	37.1807	-86.2486	Pump	2	1,050		No	
rhoda	37.158	-86.2253	Pump	2	375		No	
Chaumont			Pump	2	100		No	
Sleepy Hollow	37.363	-86.1843	Pump	2	135		No	Replacing pump station. Bidding finished
Cub Run	37.3065	-86.0418	Pump	2			No	
KY 88	37.3589	-86.1345	Pump	2	250		No	
Big Windy	37.3198	-86.1157	Pump	2	250		No	
Dog Creek			Pump	2	200		No	Replacing soon, bidding finished
Bee Springs	37.2893	-86.2849	Pump	2	150		No	
Forks	37.2704	-86.2364	Pump	2	177		No	Planning on being replaced.

COMMENTS:

Pump station recently replaced.

DISTRIBUTION SAMPLING (a minimum of N, S, E, W)					
SITE	CHLORINE		pH	TURBIDITY	OTHER
	FREE	TOTAL			
229 C L Ray Rd	0.79	0.81	7.42	0.15	
4896 Chelybeate School Rd	0.96	1.07	7.41	0.43	
Pleasant Union Church	0.78	0.89	7.3	0.15	
Misty Hollow Woodworks	0.77	1.01	7.26	0.19	

11251 Cub Run Hwy	1.68	1.91	7.36	0.19	
The Getaway	2.03	2.16	7.23	0.16	

Is the system maintaining the required chlorine (0.2 mg/l) / chloramine (0.5 mg/l) residuals in the distribution system? Yes

COMMENTS:

Additional samples taken due to the two distribution systems

MAINTENANCE

Is plant housekeeping adequate? Yes

Is distribution storage housekeeping adequate? Yes

Are adequate supplies of spare parts kept on hand? Yes

Are needed tools available? Yes

Is a lock-out/tag-out system used for electrical repairs? Yes

What is the general condition of operating equipment? good

COMMENTS:

Electrical work contracted.

DOCUMENTATION

- Instrument readings taken by DEP

OVERALL TECHNICAL COMPLIANCE STATUS

No Violations Observed -- Advisory Action Taken (impending trends)



DATE: June 24, 2025

INSPECTOR: Justin Spears

TITLE: Environmental Scientist III



09-10-2025

Charles Bailey
Technical Assistant Section
Drinking Water Branch
Division of Water

Dear Mr. Bailey

In response to the report on the recent Sanitary Survey of the Edmonson County Water District I will report below.

Significant Deficiency: Wax plant not completely cover with a certified operator on all shifts

- As you are aware of, we have entered into an operations agreement with Green River Valle Water District to operate the Wax treatment plant and manage the service territory in Hart County. I have discussed the previous shortage of operators that Edmonson County Water District had while operating the treatment plant with Michael Peterson who is now the operator in charge of the Wax plant for GRVWD. He assures me that GRVWD takes this seriously as we all do and is currently operating the plant with two scheduled shifts and can maintain a certified operator on each shift.

Non-Significant Deficiencies:

- I am in the slow process of developing a new (O&M) manual to replace the old one currently being used
- The chemical storage issues and containment at the Brownsville plant have been addressed. Containment if the fluoride room has been fixed and chemical storage is much more organized.
- We have ordered alarms for the Brownsville plant to attach to the existing system, and I will discuss this deficiency at Wax with Michael Peterson.
- I will share this one with Michael Peterson as well and I am sure he will immediately address.
- All overflow that needed 24 mesh screens have been installed.
- All tank overflows that needed 24 mesh screens have been installed throughout the system.
- As part of the O&M update this section has now been created and available to all employees.

This Institution is an Equal Opportunity Provider and Employer

1128 KY Hwy 259 N.

P.O. Box 208

Brownsville, KY 42210

Phone: (270) 597-2165 Fax: (270) 597-2166

I want to take this opportunity to thank the people in the Division of Water for their support as we move through the process of making these much-needed system improvements to the ECWD. I will forward GRVWD and GCWD copies of this report and our reply as they are an integral part of this system at present.

Please contact me with any questions or concerns.

Regards



Kevin Shaw
General Manager
Edmonson County Water District

This Institution is an Equal Opportunity Provider and Employer
1128 KY Hwy 259 N.
P.O. Box 208
Brownsville, KY 42210
Phone: (270) 597-2165 Fax: (270) 597-2166

Shaw-Attachment-3

U. S. Environmental Protection Agency

1. Cover Letter & Notice of Noncompliance and Concerns,
2. Administrative Compliance Order,
3. Edmonson District's Response to Notice of Noncompliance,
4. Risk & Resilience Assessment & Emergency Response Plan
Certifications, and
5. EDP Administrative Compliance Order Closing Letter



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL
CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Unilateral Administrative Compliance Order Pursuant to Section 1414(g) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3, Edmonson County Water District Public Water System in Brownsville, Kentucky. PWS ID: KY0310114. Docket No. SDWA-04-2025-5004

Dear Kevin Shaw:

Under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA), the U.S. Environmental Protection Agency, Region 4 conducted a compliance inspection on March 12 – 13, 2025, of the Edmonson County Water District Public Water System (Edmonson County PWS) located 1128 Highway 259 North, Brownsville, Kentucky. During the inspection, the EPA inspection team evaluated the Edmonson County PWS for its compliance with America's Water Infrastructure Act, which requires public water systems to produce and certify a Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) under Section 1433 of the SDWA, 42 U.S.C. § 300i-2.

During the inspection, the EPA observed the following instances of noncompliance with Section 1433 of the SDWA, 42 U.S.C. § 300i-2:

- The RRA was missing an assessment of risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System; monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.


- The ERP was missing an assessment of strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System, as required by Section 1433(b) of the SDWA.

As a result, the EPA hereby issues the Edmonson County PWS the enclosed Order, effective upon your receipt, that outlines actions to be taken by the Edmonson County PWS to achieve compliance with Section 1433 of the SDWA.

This Order constitutes final agency action. Under Section 1448(a) of the SDWA, 42 U.S.C. § 300j-7(a), Respondent may seek federal judicial review. Nothing in this Order shall constitute a waiver, suspension, or modification of the terms and conditions of any Permit issued to Respondent for its water system, which shall remain in full force and effect. Failure to comply with the requirements herein shall constitute a violation of this Order and the SDWA and may subject the Edmonson County PWS to penalties as provided in Section 1414(g)(3) of the SDWA, 42 U.S.C. § 300g-3(g)(3), as amended by the Federal Civil Penalties Inflation Adjustment Act of 1990, as amended, and as codified by the EPA at 40 C.F.R. Part 19.

If you have any questions regarding this matter and/or to schedule a meeting to discuss, please contact Whitney Buehler, Drinking Water Enforcement Officer, at buehler.whitney@epa.gov or (404) 562-9739. For legal inquiries, please have your attorney(s) contact Tyler Sniff, Associate Regional Counsel, at sniff.tyler@epa.gov or (404) 562-9499. Thank you in advance for your immediate attention to this matter.

Sincerely,
**KERIEMA
NEWMAN**

 Digitally signed by KERIEMA
NEWMAN
Date: 2025.08.26 18:45:07
-04'00'

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL

CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Notice of Noncompliance and Concerns Pursuant to Section 1414(a)(1)(a) and Request for Information Pursuant to Section 1445(a)(1) of the Safe Drinking Water Act, 42 U.S.C. §§ 300g-3(a)(1)(A) and 300j-4(a)(1), Edmonson County Water District Public Water System in Brownsville, Edmonson County, Kentucky. PWS ID Number: KY0310114. Docket Number: SDWA-1445-2025-07

Dear Kevin Shaw:

The U.S. Environmental Protection Agency is responsible for assuring public water systems (PWS) provide safe drinking water in accordance with the Safe Drinking Water Act (SDWA), 42 U.S.C. § 300f et seq., and the regulations promulgated thereunder. According to the information in the EPA's Safe Drinking Water Information System, the Edmonson County Water District Public Water System serves a population of approximately 17,848 with 14,200 service connections. Pursuant to Section 1401(15) of the SDWA, 42 U.S.C. § 300f (15), it is therefore a community water system.

A community water system is subject to the requirements of the National Primary Drinking Water Regulations, 40 C.F.R. Part 141, and the Kentucky Primary Drinking Water Regulations, promulgated pursuant to promulgated pursuant to the Kentucky Administrative Regulations, Title 401, Ch. 8 (401 KAR 8). Pursuant to SDWA Section 1413, 42 U.S.C. § 300g-2, the Kentucky Energy and Environment Cabinet's Department of Environmental Protection (KDEP) is the primary agency responsible for implementing and enforcing the Public Water Supply Supervision Program for Kentucky. See 401 KAR 8:010.

Although the KDEP administers the Public Water Supply Supervision Program for Kentucky pursuant to Section 1413 of the SDWA, the EPA retained primary enforcement authority over Section 1433 of the SDWA. See 42 U.S.C. § 300g-3(g)(1) (granting the EPA administrative enforcement authority over “applicable requirements,” as defined at Section 1414(i), 42 U.S.C. § 300g-3(i)).

On March 12-13, 2025, a Drinking Water Inspection (Inspection) was conducted by the EPA, Region 4 Drinking Water Enforcement Section. An Inspection Report based on the findings of the Inspection was provided to the System on April 15, 2025. A copy of this Inspection Report was also provided to the KDEP.

Notice of Noncompliance

Based on information observed during the Inspection, the EPA alleges that the System is in noncompliance with the SDWA, the National Primary Drinking Water Regulations, and the Kentucky Primary Drinking Water Regulations, as described below:

1. Pursuant to SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), community water systems serving more than 3,300 persons must conduct a Risk and Resilience Assessment (RRA) of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.

At the time of the inspection, the RRA provided by the System did not assess any of the required elements of the RRA.

Therefore, the System is in noncompliance with SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), for failure to produce a Risk and Resilience Assessment that contains the required elements.

2. Pursuant to SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), community water systems serving more than 3,300 persons, must prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;

- b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
- c. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
- d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

At the time of the inspection, the ERP provided by the System did not include any of the required elements of the ERP.

Therefore, the System is in noncompliance with SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), for failure to produce an Emergency Response Plan that contains the required elements.

- 3. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the *Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012* (Recommended Standards for Water Works).

Pursuant to the Recommended Standards for Water Works- 5.1.9.d.2., liquid chemical storage tanks shall have an overflow and a receiving basin capable of receiving accidental spills or overflows without uncontrolled discharge; a common receiving basin may be provided for each group of compatible chemicals, which provides sufficient containment volume to prevent accidental discharge in the event of failure of the largest tank.

At the time of the Inspection, EPA inspectors observed chemical storage at Plant A and Plant B that lacked secondary containment measures.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for failure to provide a receiving basin for the chlorine bulk storage capable of receiving accidental spills or overflows without uncontrolled discharged, as required in the Recommended Standards for Water Works.

- 4. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the *Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012* (Recommended Standards for Water Works).

Pursuant to Recommended Standards for Water Works- 5.0.3.d., general feed equipment design shall be such that chemicals that are incompatible are not stored or handled together. At the time of the Inspection, EPA inspectors observed incompatible chemicals being stored in close proximity to one another at Plant B.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for storing incompatible chemicals together.

5. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of the Inspection, System staff stated that the filter media at Plant A had not been replaced in at least 30 years. Typical filter media life is between 15 and 20 years.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the treatment facilities to ensure effective performance.

6. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of Inspection, EPA inspectors observed deterioration of the storage tanks at the following facilities:

- a. Perry 1 and Perry 2 storage tanks:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
 - ii. Mildew and paint thinning on exterior of tanks.
- b. 101 storage tank:
 - i. Erosion around the riser footing.
- c. Peonia 1 and Peonia 2 storage tanks:
 - i. Corrosion, paint thinning, and vegetative growth on the exterior of the tanks.
- d. 88 storage tank:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
- e. Howell storage tank:
 - i. Erosion around the riser footing.
- f. Plant A ground storage clearwell:
 - i. Cracking in the exterior of tank.
- g. Plant B ground storage clearwells:
 - i. Algal and vegetative growth around the base of the clearwells.

EPA inspectors observed corrosion at the following facilities:

- a. Plant B filter walls,
- b. Forks booster pump station, and
- c. Fairview booster pump station.

EPA inspectors also observed a leak from a water valve outside of the Fairview booster pump station.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the distribution facilities.

7. Pursuant to 401 KAR 8:020 Section 3(13), each community water system shall establish and maintain a flushing program that ensures that:
 - i. dead end and low usage mains shall be flushed periodically;
 - ii. drinking water standards shall be met;
 - iii. sediment and air shall be remove; and
 - iv. disinfectant residuals established in 401 KAR 8:150, Section 1 shall be maintained.

At the time of the Inspection, System staff stated that a flushing program has not been established.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(13) for failure to establish and maintain a flushing program that meets State requirements.

Notice of Concerns

During the March 2025 Inspection, the EPA identified several areas of concern. An area of concern may include a defect in design, operation, and/or maintenance; or a failure or malfunction of the sources, treatment, storage, and/or distribution system that is causing, or has the potential for causing, the introduction of contamination into the water delivered to consumers.

The following areas of concern were noted in the Inspection Report, which the EPA recommends the System take immediate action to address:

1. At the time of the Inspection, the chlorine alarm at Plant A was nonfunctional.

It is recommended that alarms are installed and functional to notify System staff of an accidental release of chlorine gas.

2. At the time of Inspection, EPA inspectors observed no locking mechanism on the clearwell hatch in Plant A.

It is recommended that a lock be installed on the clearwell hatch to prevent any unauthorized access to the finished water.

3. At the time of the Inspection, EPA inspectors observed storage tanks without locked ladder guards at the following locations:

- a. Perry 2 storage tank,
- b. Howell storage tank, and
- c. Peonia 1 storage tank.

It is recommended that locked ladder guards be installed on all storage tanks with exterior ladders to prevent any unauthorized access to the finished water.

4. At the time of the Inspection, System staff was not noting the name of the person performing laboratory analysis at the in-plant laboratories.

It is recommended that the name of the staff member performing the analysis be listed for quality control purposes.

5. At the time of the Inspection, EPA inspectors observed a lack of adequate site security at the following sites:

- a. Perry 1 and Perry 2 storage tanks,
- b. Rhoda booster pump station,
- c. Peonia 1 and Peonia 2 storage tanks,
- d. Nolin Estates storage tank, and
- e. River Hill storage tank.

It is recommended that every facility and asset have adequate site security to prevent any unauthorized access to the finished water.

6. At the time of the Inspection, EPA inspectors observed storage tank overflows that lacked size-24 mesh at the following locations:

- a. 101 storage tank,
- b. Perry 1 and Perry 2 storage tanks,
- c. River Hill storage tank,
- d. Peonia 2 storage tank,
- e. Lindseyville storage tank,
- f. 88 storage tank,
- g. Howell storage tank,
- h. Nolin Estates storage tank, and
- i. Plant B clearwell overflows.

It is recommended that the System install non-corrosive 24-mesh on all tank overflows to ensure that finished water is safeguarded against contamination by insects.

7. At the time of the Inspection, EPA inspectors observed vegetation in the vertical plane at Perry 2 storage tank and River Hill storage tank.

It is recommended that the System trim tree limbs and other vegetation growing in the storage tank site, as they can potentially damage the structure and provide a route for unauthorized access to the storage tanks.

8. At the time of the Inspection, the high service pumps at Plant B did not have guards protecting the rotating shaft of the vertical pump head.

It is recommended that the System install guards on the pump head to protect System personnel from injury from the rotating shaft.

9. At the time of the Inspection, EPA inspectors observed a leak from an abandoned spigot at Plant B.

It is recommended that the System repair the leak from the spigot to maintain a clean and safe work area for System personnel.

10. At the time of the Inspection, the overflow at Nolin Estates storage tank did not terminate 12 to 24 inches above the ground surface.

It is recommended that the system install an overflow pipe that terminates 12 to 24 inches above the ground over a drainage inlet structure or splash plate, as stated in the Recommended Standards for Water Works.

11. At the time of the Inspection, EPA inspectors observed threaded taps with hoses attached at Plant B.

It is recommended that threaded taps be replaced, or backflow prevention devices be added, to mitigate the risk of cross-connections.

Consistent with Section 1414(a)(1)(A) of the SDWA, 42 U.S.C. § 300g-3(a)(1)(A), the EPA is hereby notifying the System of the noncompliance it observed during its Inspection. This Notice of Noncompliance shall not be construed as a final agency action subject to judicial review under Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g). The EPA reserves its rights to take any appropriate enforcement action, which may include issuance of administrative compliance orders under Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g) or commencement of civil judicial actions under Section 1414(b) of the SDWA, 42 U.S.C. § 300g-3(b).

Request for Information

Section 1445(a)(1) of the SDWA, 42 U.S.C. § 300j-4(a)(1), and 40 C.F.R. § 141.31 authorize the EPA to require the submittal of information to determine whether a public water system is in compliance with federal drinking water regulations. Pursuant to this authority, the EPA hereby requests that the System

provide the EPA with documentation of any actions that the System has taken to address each instance of noncompliance alleged herein within 14 calendar days of receipt of this letter. Such documentation may include, but need not be limited to, contracts, scopes of work, additional capital improvement project plans and/or evidence of actions taken to address these observations.

The EPA encourages the submission of this information in electronic format to Whitney Buehler at buehler.whitney@epa.gov. If portions are too large or responsive documents are unavailable in electronic format, please notify Whitney Buehler in your electronic submission that additional information needs to be sent and to make arrangements for an alternative submission method.

Please be advised that, under Section 1445(c) of the SDWA, 42 U.S.C. § 300j-4(c), as amended by 40 C.F.R. § 19.4, Table 1 (Adjustment of Civil Monetary Penalties for Inflation), failure to provide the information required by this letter may result in a civil penalty of up to \$71,545. In addition, under SDWA Section 1414(g), 42 U.S.C. § 300g-3(g), failure to provide the information required by this letter may result in an order requiring compliance. Violation of such order may lead to sanctions under SDWA Section 1414, 42 U.S.C. § 300g-3(g)(3)(A) and 40 C.F.R. § 19.4, Table 1, which may include penalties of up to \$71,545 per day of violation. The information provided in response to this letter may be used by the United States in any enforcement proceeding related to this matter.

The System may, if it so desires, assert a confidential business information (CBI) claim covering any, or all, the information furnished to the EPA in response to this letter. Every CBI claim must be made in a manner described in 40 C.F.R. § 2.203 and must be fully substantiated with documentary evidence which shows how the claim meets every criterion listed in 40 C.F.R. §§ 2.208 and 2.304. If no CBI claim accompanies the System's information when it is received by the EPA, it may be made available to the public by the EPA without further notice to the PWS. Further details, including how to make a business confidentiality claim, are included in Enclosure A.


Consistent with Sections 1414(a)(1) and 1445(a)(1)(B) of the SDWA, 42 U.S.C. §§ 300g-3(a)(1) and 300j-4(a)(1)(B), the EPA is also providing a copy of this Notice and Request for information to KDEP.

If you have any questions, please contact Whitney Buehler, Drinking Water Enforcement Officer, at buehler.whitney@epa.gov or (404) 562-9739. For legal inquiries, please have your attorney(s) contact Tyler Sniff, Associate Regional Counsel, at sniff.tyler@epa.gov or (404) 562-9499.

Sincerely,

**KERIEMA
NEWMAN**

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

 Digitally signed by KERIEMA
NEWMAN
Date: 2025.08.26 18:44:18 -04'00'

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov

ENCLOSURE A

RIGHT TO ASSERT BUSINESS CONFIDENTIALITY CLAIMS

(40 C.F.R. Part 2)

Except for information which deals with the existence, absence, or level of contaminants in drinking water, you may, if you desire, assert a business confidentiality claim as to any or all of the information that the EPA is requesting from you. Applicable EPA regulations relating to business confidentiality claims are at 40 C.F.R. Part 2 and 40 C.F.R. § 2.304(e).

If you assert such a claim for the requested information, the EPA will only disclose the information to the extent and under the procedures set out in the cited regulations. If no business confidentiality claim accompanies the information, the EPA may make the information available to the public without any further notice to you.

40 C.F.R. § 2.203(b). **Method and time of asserting business confidentiality claim.** A business which is submitting information to the EPA may assert a business confidentiality claim covering the information by placing on (or attaching to) the information, at the time it is submitted to the EPA, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as “trade secret,” “proprietary,” or “company confidential.” Allegedly confidential portions of otherwise non-confidential documents should be clearly identified by the business and may be submitted separately to facilitate identification and handling by the EPA. If the business desires confidential treatment only until a certain date or until the occurrence of a certain event, the notice should so state.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF:	)	Docket No. SDWA-04-2025-5004
)	
Edmonson County Water District	)	ADMINISTRATIVE COMPLIANCE ORDER
1128 Highway 259 North)	
Brownsville, Kentucky 42210	)	Proceeding pursuant to Section 1414(g) of
	)	the Safe Drinking Water Act, 42 U.S.C.
Respondent.	)	§ 300g-3(g).
)	
<u>PWS ID No. KY0310114</u>)	

I. STATUTORY AUTHORITY

1. This Administrative Compliance Order (“Order”) is issued to Edmonson County Water District Public Water System (“Respondent”) pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency (“EPA”) by Section 1414(g) of the Safe Drinking Water Act (“SDWA”), 42 U.S.C § 300g-3(g). The Administrator has delegated this authority to the Regional Administrator of EPA Region 4, who has, in turn, delegated this authority to the Director of the Enforcement Compliance and Assurance Division.

II. EPA’s FINDINGS OF FACT AND CONCLUSION OF LAW

2. Respondent owns and/or operates the Edmonson County Water District “public water system” (“PWS”), located in Brownsville, Edmonson County, Kentucky, as defined by Section 1401(4) of the SDWA, 42 U.S.C. § 300f(4), and 40 C.F.R. § 141.2.
3. Respondent’s ownership and/or operation of the System makes it a “supplier of water” within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. § 300f(5), and 40 C.F.R. § 141.2.
4. Respondent is a “person” within the meaning of Section 1401(12) of the SDWA, 42 U.S.C. §300f(12), and is subject to an order issued under Section 1414(g) of the SDWA 42 U.S.C. §300g-3(g).
5. Respondent’s PWS provides piped water for human consumption and regularly serves at least 15 service connections and/or at least 25 residents and is therefore a “community water system” (“CWS”) as defined by Section 1401(15) of the SDWA, 42 U.S.C. §

300f(15), and 40 C.F.R. § 141.2. Respondent is, therefore, subject to the requirements of the SDWA and its implementing regulations found at 40 C.F.R. Part 141.

6. Respondent's PWS serves a population of 17,848 people.
7. On October 23, 2018, the SDWA was amended in accordance with the America's Water Infrastructure Act ("AWIA") of 2018 (Public Law 115-270). In relevant part, AWIA amended 1433's CWS risk and resilience provisions, 42 U.S.C. § 300i-2.
8. Section 1433(a)(1)(A) of the SDWA requires CWSs serving more than 3,300 persons to conduct a Risk and Resilience Assessment ("RRA") of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.
9. A CWS serving a population of more than 3,300 but less than 50,000 was required to certify to the EPA that it had completed and/or revised the RRA no later than June 30, 2021, and so forth at least once every five years after the initial applicable deadline. See 42 U.S.C. § 300i-2(a).
10. Section 1433(b) of the SDWA, 42 U.S.C. § 300i-2(b), requires a CWS serving more than 3,300 persons, to prepare or revise, where necessary, an emergency response plan ("ERP") that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
 - b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
 - c. actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including

the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and

- d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.
11. Each CWS serving a population of more than 3,300 was required to certify to the EPA that it had complete and/or revised its ERP no later than December 31, 2021. and so forth at least once every five years after the initial applicable deadline. See 42 U.S.C. § 300i-2(b).
 12. A CWS serving a population of more than 3,300 persons is required to maintain copies of its RRA and ERP (including any revisions thereto) for five years after the date on which the certification(s) of such RRA and/or ERP was submitted to the EPA. See Section 1433(d) of the SDWA, 42 U.S.C. § 300i-2(d).
 13. Respondent's CWS serves a population between 3,301 and 49,999 people.
 14. Although the Kentucky Energy and Environment Cabinet's Department of Environmental Protection (KDEP) administers the Public Water Supply Supervision Program in the Commonwealth of Kentucky pursuant to Section 1413 of the SDWA, the EPA retained primary enforcement authority over Section 1433 of the SDWA. See 42 U.S.C. § 300g-3(g)(1) (granting the EPA administrative enforcement authority over "applicable requirements," as defined at Section 1414(i), 42 U.S.C. § 300g-3(i)).
 15. Section 1433 of the SDWA is an "applicable requirement" of the SDWA. See 42 U.S.C. § 300g-3(i)(1).
 16. Based on a review of Section 1433 certifications in the EPA's Cross-Media Electronic Reporting ("CROMERR") database, Respondent certified completion of its RRA on June 16, 2021, and ERP on December 20, 2021.
 17. On March 12 – 13, 2025, the EPA completed an onsite inspection of Respondent's public water system.
 18. During the inspection, the EPA inspection team requested that the Respondent produce its RRA and ERP, which it is required to maintain onsite pursuant to Section 1433(d) of the SDWA. The Respondent produced the System's RRA and ERP for EPA review.
 19. During the review of the RRA, the EPA inspection team determined that the document did not assess all of the required elements of 1433(a) of the SDWA. Specifically, the document failed to include the risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers,

source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System; monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.

20. During the review of the ERP, the EPA inspection team determined that the document did not assess all of the required elements of 1433(b) of the SDWA. Specifically, the document failed to include strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System, as required by Section 1433(b) of the SDWA.
21. Therefore, the EPA alleges that Respondent failed to comply with Section 1433(a) of the SDWA, 42 U.S.C. § 300i-2(a) and Section 1433(b) of the SDWA, 42 U.S.C. § 300i-2(b), by certifying an incomplete RRA and ERP to the EPA. Furthermore, the Respondent has not provided a complete RRA or ERP to the EPA to date.
22. EPA is issuing this Order to address the violations enumerated above and to place the Respondent on an enforceable schedule to comply with the requirements of Section 1433 of the SDWA.

III. ORDER

Based on the foregoing FINDINGS, and pursuant to the authority of Section 1414(g) of the SDWA, 42 U.S.C. § 300g-3(g), the EPA is issuing this Order, to place the Respondent on an enforceable schedule to comply with Section 1433 of the SDWA, 42 U.S.C. § 300i-2. The EPA hereby ORDERS:

23. Within 30 days of the Effective Date of this Order, Respondent shall complete the assessment of the risks to the System from malevolent acts and natural hazards; the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage, distribution facilities, electronic, computer, and other automated systems which are used by the System;

monitoring practices of the System; financial infrastructure of the System, the use, storage, and handling of various chemicals by the System; and the operation and maintenance of the System, as required by Section 1433(a)(1) of the SDWA.

24. Within 30 days of the Effective Date of this Order, Respondent shall complete the assessment of strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system; plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act that threatens the ability of the community water system to deliver safe drinking water; actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act on the public health and the safety and supply of drinking water provided to communities and individuals; and strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the System
25. Within 30 days of the Effective Date of this Order, Respondent shall schedule a meeting with EPA to present evidence of the completed RRA. At the time of the meeting and in the presence of EPA, Respondent shall also submit evidence supporting its certification of the completion of its RRA and ERP, as required by Section 1433(a) and Section 1433(b) of the SDWA. Respondent also shall submit the certification electronically using the following link: <https://www.epa.gov/waterresilience/how-certify-your-risk-and-resilience-assessment-or-emergency-response-plan>.

IV. GENERAL PROVISIONS

26. All notices, reports, or other submissions by Respondent shall contain the following certification:

“I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information and to the best of my knowledge and belief, the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.”
27. Notwithstanding Respondent’s compliance with any requirement of this Order, Respondent’s failure to comply with the requirements of the Act and Part 141 may subject Respondent to additional enforcement action, including administrative and judicial actions for injunctive relief and/or penalties.
28. This Order shall not prohibit, prevent, or otherwise preclude EPA from taking whatever

action it deems appropriate to enforce the Act in any manner and shall not prohibit, prevent, or otherwise preclude EPA from using this Order in subsequent administrative or judicial proceedings. Nothing in this Order shall constitute a waiver, suspension, or modification of the requirements of the Act, or the rules and regulations promulgated there under which remain in full force and effect. Issuance of this Order is not an election by EPA to forgo any civil or criminal action otherwise authorized under the Law.


29. Failure to comply with any term of this Order may subject Respondent to an administrative civil penalty of up to \$48,586, or a judicial civil penalty of up to \$69,733 per day of violation pursuant to Section 1414(b) of the Act, 42 U.S.C. §300g-3(b).
30. Respondent may seek federal judicial review of the Order pursuant to Section 1448(a) of the Act, 42 U.S.C. §300j-7(a).
31. This Order does not relieve Respondent of any responsibilities or liabilities established pursuant to any applicable federal, state, or local law.
32. The EPA may modify this Order. The EPA will communicate any modifications to Respondent in writing, and they shall be incorporated into this Order.
33. The provisions of this Order shall be deemed satisfied upon Respondent's receipt of written notice from EPA that Respondent has demonstrated, to the satisfaction of EPA, that the terms of this Order have been satisfactorily completed.
34. This Order shall take effect upon the signature of the Director, Enforcement and Compliance Assurance Division.

V. EFFECTIVE DATE

35. This Order shall become effective on the date on which Respondent receives a fully executed copy of this Order, after signature by the Director, EPA Region 4 Enforcement and Compliance Assurance Division.

SO ORDERED this _____ day of _____, 20_____.

**KERIEMA
NEWMAN**

 Digitally signed by KERIEMA
NEWMAN
Date: 2025.08.26 18:46:38 -04'00'

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division



English Lucas Priest & Owsley, LLP | *Strength. Knowledge. Experience.*

Writer's e-mail address: sjarboe@elpolaw.com

September 25, 2025

Electronic Delivery

Whitney Buehler: Buehler.whitney@epa.gov

Drinking Water Enforcement Officer

Environmental Protection Agency

Region 4

Re: Edmonson County Water District, Brownsville, Kentucky
PWSID No. KY0310114
Docket No. SDWA-1445-2025-07
Response to EPA Region 4 Notice of Noncompliance and Concerns and Request for Information

Dear Ms. Buehler:

My firm represents Edmonson County Water District (ECWD) with respect to the U.S. Environmental Protection Agency's (EPA) Notice of Noncompliance and Concerns and Request for Information dated August 26, 2025 (Notice). On behalf of ECWD, we submit the enclosed response package to the Notice.

ECWD is committed to providing the community with a safe, clean, reliable supply of drinking water. In achieving its purpose, ECWD prioritizes human health, the environment, and regulatory compliance. Toward that end, ECWD has undergone a significant change in management and leadership over the previous 18 months. The current General Manager, Kevin Shaw, started his position in March 2024. Mr. Shaw brings 45 years of experience in the water business to the position, 25 of which were spent as General Manager of Grayson County Water District in Kentucky. ECWD recruited Mr. Shaw for his proven track record of managing a high-quality water system that provides reliable, safe drinking water to Kentucky communities while maintaining regulatory compliance. Under Mr. Shaw's leadership, ECWD has obtained new personnel for the roles of Office Manager and Chief Operators for the Brownsville and Wax Water Treatment Plants. The ECWD Board of Commissioners is also comprised of new members dedicated to regulatory compliance and continual improvement of the system. With this new management team in place, ECWD has implemented significant operational improvements that are reflected in Kentucky Sanitary Survey results.

ECWD has taken great care to address the issues raised by EPA in the Notice. The enclosed response package addresses the alleged noncompliance, concerns, and requests in detail and

attaches documentation of remedial actions taken by ECWD. This information is provided in anticipation of resolving the alleged noncompliance without an enforcement action. In providing this information, ECWD does not make any representation as to the merits of any allegations made in the Notice, and ECWD expressly reserves any and all defenses that are or could become available to it related to any noncompliance alleged or that may later be alleged by EPA.

ECWD is happy to provide you with any further information and documentation that you might need regarding these issues. Please contact me if you have any questions or would like to schedule a call to discuss.

Very truly yours,



Sarah P. Jarboe
English Lucas Priest & Owsley, LLP
1101 College Street; P.O. Box 770
Bowling Green, KY 42102-0770
(270) 781-6500
sjarboe@elpolaw.com

Enclosures

Response Package to Notice of Noncompliance and Concerns and Request for Information

CC: Keriema Newman: Newman.Keriema@epa.gov
Tyler Sniff: sniff.tyler@epa.gov
Kevin Shaw: kevin.shaw@ecwdwater.com

Edmonson County Water District

PWSID No. KY0310114

Docket No. SDWA-1445-2025-07

**Response to August 26, 2025, Notice of Noncompliance
and Concerns and Request for Information**

September 25, 2025

/s/ Kevin Shaw

Kevin Shaw
General Manager
Edmonson County Water District
1128 KY Hwy 259 N.
Brownsville, KY 42210
(270) 597-2165
kevin.shaw@ecwdwater.com

List of Attachments

Attachment No.	Description	Bates #
1	Risk and Resilience Analysis Certification and Emergency Response Plan Certification	ECWD001-002
2(a)	Picture of Secondary Containment for Fluoride Tank at Plant B	ECWD 003
2(b)	Picture of Secondary Containment for Fluoride Tank at Plant A	ECWD 004
2(c)	Picture of Plant A showing drums and totes removed from outside area	ECWD 005
2(d)	Picture of Plant A room properly organized with gasoline and drums removed	ECWD 006
2(e)	Picture of Plant A room properly organized with tote and drum removed	ECWD 007
2(f)	Picture of Plant B showing drums removed from outside area with the exception of one empty drum awaiting pickup	ECWD 008
2(g)	Picture of Plant B showing drums removed from outside area	ECWD 009
3	Picture of compatible chemical storage	ECWD 010
4	Contracts, purchase orders, and invoices for replacement of filter media	ECWD 011-018
5	Board Meeting Minutes 11.26.24	ECWD 019-020
6	Picture of 101 storage tank	ECWD 021
7	Picture of Howell storage tank	ECWD 022
8	Picture of Plant B Clearwell Base	ECWD 023
9	Picture of Forks Booster Pump Station	ECWD 024-025
10	Picture of water valve outside Fairview booster pump station	ECWD 026
11	Example of storage tank maintenance checklist	ECWD 027-028
12	Flushing program	ECWD 029-042
13	Chlorine alarm invoice, purchase order, and pictures	ECWD 043-046
14	Picture of clearwell hasp locks	ECWD 047-049
15	Picture of Perry 2 storage tank with ladder removed	ECWD 050
16	Picture of Howell storage tank ladder guard lock	ECWD 051
17	Picture of Peonia 1 storage tank ladder guard lock	ECWD 052
18	Pictures of example lab reports	ECWD 053-055
19	Picture of Rhoda booster pump station hasp lock	ECWD 056
20(a)	Picture of size 24 mesh at 101 storage tank	ECWD 057
20(b)	Picture of size 24 mesh at Perry 1 and Perry 2 storage tanks	ECWD 058
20(c)	Picture of size 24 mesh at River Hill storage tank	ECWD 059
20(d)	Picture of size 24 mesh at Peonia 2 storage tank	ECWD 060
20(e)	Picture of size 24 mesh at Lindseyville storage tank	ECWD 061
20(f)	Picture of size 24 mesh at 88 storage tank	ECWD 062
20(g)	Picture of size 24 mesh at Howell storage tank	ECWD 063
20(h)	Picture of size 24 mesh at Plant B clearwell overflows	ECWD 064-065
21(a)	Picture of cleared vertical plane at Perry 2 storage tank	ECWD 066
21(b)	Picture of cleared vertical plane at River Hill storage tank	ECWD 067

22	Picture of pump guard at Plant B	ECWD 068
23	Picture of eliminated spigot	ECWD 069
24	Pictures of RPZ and removed connection	ECWD 070

Responses to Alleged Notice of Noncompliance

1. Pursuant to SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i-2(a), community water systems serving more than 3,300 persons must conduct a Risk and Resilience Assessment (RRA) of its system. The RRA shall include:
 - a. an assessment of the risk to the system from malevolent acts and natural hazards;
 - b. the resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
 - c. the monitoring practices of the system; the financial infrastructure of the system; the use, storage, or handling of various chemicals by the system; and
 - d. the operation and maintenance of the system.

At the time of the inspection, the RRA provided by the System did not assess any of the required elements of the RRA.

Therefore, the System is in noncompliance with SDWA Section 1433(a)(1)(A), 42 U.S.C. § 300i2(a), for failure to produce a Risk and Resilience Assessment that contains the required elements.

RESPONSE:

On March 28, 2025, only two weeks after the U.S. Environmental Protection Agency's (EPA) March 12-13, 2025 inspection (Inspection), Edmonson County Water District (ECWD) General Manager Kevin Shaw met with and hired Adam Scott of Integrated Water Management to prepare an updated Risk and Resilience Analysis (RRA) and Emergency Response Plan (ERP). Integrated Water Management prepared ECWD's revised RRA and ERP, as certified by ECWD on September 24, 2025. [**Attachment 1, RRA and ERP Certifications**].

Mr. Scott is imminently qualified in this field. He has worked in the water and wastewater industry for the past 19 years. During that time, he has worked with the Purchase Area Development District, the Kentucky Infrastructure Authority, and Kentucky Water and Wastewater Operators Association. The bulk of Mr. Scott's work has been assisting utilities with the administrative functions of utility management. While Mr. Scott worked at the Kentucky Infrastructure Authority, he collaborated with the Kentucky Division of Water and the Kentucky Emergency Management to develop the current Emergency Response

Plan template that is utilized by the majority of utilities in the Commonwealth. Along with the development of the template, Mr. Scott in conjunction with Ky DOW and Ky EM, delivered training sessions and presented information to utilities on the necessity for proper emergency planning and plan development. Mr. Scott has a Master of Public Administration from Murray State University.

2. Pursuant to SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), community water systems serving more than 3,300 persons, must prepare or revise, where necessary, an emergency response plan (ERP) that incorporates the findings of the RRA no later than six months after certifying completion of its RRA. The ERP shall include:
 - a. strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
 - b. plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
 - c. ability of the community water system to deliver safe drinking water; actions, procedures and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes and construction of flood protection barriers; and
 - d. strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.

At the time of the inspection, the ERP provided by the System did not include any of the required elements of the ERP.

Therefore, the System is in noncompliance with SDWA Section 1433(b), 42 U.S.C. § 300i-2(b), for failure to produce an Emergency Response Plan that contains the required elements.

RESPONSE: See ECWD's Response to No. 1 above and **Attachment 1**, which includes the ERP Certification.

3. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements

established in the Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012 (Recommended Standards for Water Works).

Pursuant to the Recommended Standards for Water Works- 5.1.9.d.2., liquid chemical storage tanks shall have an overflow and a receiving basin capable of receiving accidental spills or overflows without uncontrolled discharge; a common receiving basin may be provided for each group of compatible chemicals, which provides sufficient containment volume to prevent accidental discharge in the event of failure of the largest tank.

At the time of the Inspection, EPA inspectors observed chemical storage at Plant A and Plant B that lacked secondary containment measures.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for failure to provide a receiving basin for the chlorine bulk storage capable of receiving accidental spills or overflows without uncontrolled discharged, as required in the Recommended Standards for Water Works.

RESPONSE:

Secondary containment in the form of receiving basins for chemical storage at Plant A and Plant B was present at the time of EPA's Inspection.

While the Notice references chlorine bulk storage, Plant A and Plant B utilize chlorine gas. ECWD believes the Notice intended to reference fluoride storage, consistent with EPA's Inspection Report dated April 9, 2025. Fluoride at Plants A and B had secondary containment at the time of the inspection.

Included in **Attachment 2(a)** is a picture of the fluoride tank at Plant B (Wax WTP) that shows the secondary containment basin. This picture is representative of the fluoride secondary containment present at the time of the inspection and the current condition.

Attachment 2(b) is a picture of the fluoride tank at Plant A (Brownsville WTP). While this picture was taken after the room was remodeled and improved, the secondary containment basin was present at the time of the inspection.

Additionally, ECWD has addressed the chemical drums noted in EPA's Inspection photographs one through five as follows:

- **Attachment 2(c)** – Picture of Plant A showing drums and totes removed from outside area;
 - **Attachment 2(d)** – Picture of Plant A room properly organized with gasoline and drums removed;
 - **Attachment 2(e)** – Picture of Plant A room properly organized with tote and drum removed;
 - **Attachment 2(f)** – Picture of Plant B showing drums removed from outside area with the exception of one empty drum awaiting pickup; and
 - **Attachment 2(g)** – Picture of Plant B showing drums removed from outside area.
-

4. Pursuant to 401 KAR 8:020. Section 3(17), chemical additives and protective materials, such as paints and linings, may be used by a water system if they meet the requirements established in the Recommended Standards for Water Works, 2012 Edition, A Report of the Water Supply Committee of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers' Recommended Standards for Water Works, 2012 (Recommended Standards for Water Works).

Pursuant to Recommended Standards for Water Works- 5.0.3.d., general feed equipment design shall be such that chemicals that are incompatible are not stored or handled together. At the time of the Inspection, EPA inspectors observed incompatible chemicals being stored in close proximity to one another at Plant B.

Therefore, the System is in noncompliance with 401 KAR 8:020. Section 3(17) for storing incompatible chemicals together.

RESPONSE:

ECWD has addressed all potential incompatible chemical storage. Please see the picture in **Attachment 3** showing that only compatible chemicals are being stored in close proximity to one another at Plant B. In the picture, the black barrel contains the same material as the blue barrels.

5. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of the Inspection, System staff stated that the filter media at Plant A had not been replaced in at least 30 years. Typical filter media life is between 15 and 20 years.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the treatment facilities to ensure effective performance.

RESPONSE:

At the time of EPA's March 2025 inspection, ECWD had already contracted for the replacement of filter media at Plant A. That work is now completed for all five filters at Plant A. **Attachment 4** contains the following supporting documentation:

- Filter 1: Purchase Order dated 3/6/25 and invoice for completed work dated 4/17/25;
- Filter 2: Purchase Order dated 3/6/25 and invoice for completed work dated 4/28/25;
- Filters 3, 4, and 5: Contract dated 05/23/25, Purchase Order dated 6/11/25, and invoice for completed work dated 9/17/25.

-
6. Pursuant to 401 KAR 8:020 Section 3(6), the owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance and preventative maintenance.

At the time of Inspection, EPA inspectors observed deterioration of the storage tanks at the following facilities:

- a. Perry 1 and Perry 2 storage tanks:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
 - ii. Mildew and paint thinning on exterior of tanks.
- b. 101 storage tank:
 - i. Erosion around the riser footing.
- c. Peonia 1 and Peonia 2 storage tanks:

- i. Corrosion, paint thinning, and vegetative growth on the exterior of the tanks.
- d. 88 storage tank:
 - i. Cracking, spalling, and vegetative growth on concrete pad.
- e. Howell storage tank:
 - i. Erosion around the riser footing.
- f. Plant A ground storage clearwell:
 - i. Cracking in the exterior of tank.
- g. Plant B ground storage clearwells:
- h. Algal and vegetative growth around the base of the clearwells.

EPA inspectors observed corrosion at the following facilities:

- a. Plant B filter walls,
- b. Forks booster pump station, and
- c. Fairview booster pump station.

EPA inspectors also observed a leak from a water valve outside of the Fairview booster pump station.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(6) for failure to maintain the distribution facilities.

RESPONSE:

Tank maintenance is a top priority for ECWD. In early 2024, ECWD contracted with Horizon Tank Inspections (Horizon) to evaluate each storage tank in the system. Horizon prepared a report to ECWD documenting the condition of each tank and assigning a level of urgency as to repairs needed. Based on Horizon’s assessment, ECWD Board of Commissioners approved a contract to sandblast and repair three tanks in critical condition—Industrial Park, Howell, and Lindseyville tanks—at a cost of over \$800,000. [Attachment 5, Board Meeting Minutes 11.26.24]. This work was completed in 2025.

Additional erosion, vegetation, corrosion, and other issues have been resolved as follows:

- Erosion at the riser footing at 101 storage tank is addressed [Attachment 6];
- Erosion around the riser footing at Howell storage tank is addressed [Attachment 7];
- The Plant B clearwell base is cleaned and cleared of algal and vegetative growth [Attachment 8];

- The Forks booster pump station now has upgraded pumps, piping, and controls [**Attachment 9**]; and
- The water valve outside of the Fairview booster pump station does not leak [**Attachment 10**].

ECWD has also added tank maintenance to its monthly storage tank checklists for maintenance personnel. [**Attachment 11, Example Storage Tank Maintenance Checklist**].

ECWD is now in the process of assessing which tank(s) will be upgraded next and whether certain tanks can be removed from service. ECWD will continue rehabilitating tanks that remain in service as funding becomes available from capital improvement funds.

-
7. Pursuant to 401 KAR 8:020 Section 3(13), each community water system shall establish and maintain a flushing program that ensures that:
- i. dead end and low usage mains shall be flushed periodically;
 - ii. drinking water standards shall be met;
 - iii. sediment and air shall be removed; and
 - iv. disinfectant residuals established in 401 KAR 8:150, Section 1 shall be maintained.

At the time of the Inspection, System staff stated that a flushing program has not been established.

Therefore, the System is in noncompliance with 401 KAR 8:020 Section 3(13) for failure to establish and maintain a flushing program that meets State requirements.

RESPONSE:

At the beginning of 2025, ECWD began a rigorous flushing program for the system. In fact, ECWD employs one person with the sole job duty of implementing the flushing protocol. This protocol, reduced to writing as of July 2025, is included as **Attachment 12**.

Responses to Alleged Notice of Concerns

1. At the time of the Inspection, the chlorine alarm at Plant A was nonfunctional.

It is recommended that alarms are installed and functional to notify System staff of an accidental release of chlorine gas.

RESPONSE:

At the time of EPA's March 2025 inspection, ECWD had purchased a new chlorine gas alarm as demonstrated by the Chlorination, Inc. invoice dated 1/9/25 and ECWD Purchase Order dated January 23, 2025, which are included in **Attachment 13**. The alarm is now installed and in operation, as displayed in the pictures also included in **Attachment 13**.

2. At the time of Inspection, EPA inspectors observed no locking mechanism on the clearwell hatch in Plant A.

It is recommended that a lock be installed on the clearwell hatch to prevent any unauthorized access to the finished water.

RESPONSE:

At the time of the inspection, the clearwell hatch utilized a built-in locking mechanism that required a special tool to open. ECWD has now installed a hasp lock on each clearwell hatch. See pictures included in **Attachment 14**.

3. At the time of the Inspection, EPA inspectors observed storage tanks without locked ladder guards at the following locations:
 - a. Perry 2 storage tank,
 - b. Howell storage tank, and
 - c. Peonia 1 storage tank.

It is recommended that locked ladder guards be installed on all storage tanks with exterior ladders to prevent any unauthorized access to the finished water.

RESPONSE:

ECWD addressed the storage tank ladder security measures as follows:

- Perry 2 storage tank – ECWD removed the ladder and it is now stored off site [**Attachment 15**];
 - Howell storage tank – a lock is installed on the ladder guard [**Attachment 16**]; and
 - Peonia 1 storage tank – a lock is installed on the ladder guard [**Attachment 17**].
-

4. At the time of the Inspection, System staff was not noting the name of the person performing laboratory analysis at the in-plant laboratories.

It is recommended that the name of the staff member performing the analysis be listed for quality control purposes.

RESPONSE:

ECWD lab reports identify the staff member performing the analysis at the in-plant laboratories. This practice began before EPA's March 2025 Inspection and is still being implemented. Example lab reports dated 2/26/25, 3/3/25, and 3/26/25 are included as **Attachment 18**.

5. At the time of the Inspection, EPA inspectors observed a lack of adequate site security at the following sites:
- a. Perry 1 and Perry 2 storage tanks,
 - b. Rhoda booster pump station,
 - c. Peonia 1 and Peonia 2 storage tanks,
 - d. Nolin Estates storage tank, and
 - e. River Hill storage tank.

It is recommended that every facility and asset have adequate site security to prevent any unauthorized access to the finished water.

RESPONSE:

ECWD has taken the following actions to improve security at its sites:

- Perry 1 and 2 – A contractor has been on-site and ECWD is awaiting a proposal to repair or replace the fencing;
 - Rhoda booster pump station – ECWD has installed a hasp lock to secure the door. [**Attachment 19**]; and
 - Peonia 1 and 2, Nolin Estates, and River Hill storage tanks – These storage tanks are under consideration for being taken out of service. If ECWD decides to keep any of these tanks, the district will consider security fencing at that time.
-

6. At the time of the Inspection, EPA inspectors observed storage tank overflows that lacked size 24 mesh at the following locations:
- a. 101 storage tank,
 - b. Perry 1 and Perry 2 storage tanks,
 - c. River Hill storage tank,
 - d. Peonia 2 storage tank,
 - e. Lindseyville storage tank,
 - f. 88 storage tank,
 - g. Howell storage tank,
 - h. Nolin Estates storage tank, and
 - i. Plant B clearwell overflows.

It is recommended that the System install non-corrosive 24-mesh on all tank overflows to ensure that finished water is safeguarded against contamination by insects.

RESPONSE:

ECWD has installed non-corrosive size 24 mesh on all the above-listed storage tank overflows, except for one. Nolin Estates storage tank is under consideration for being removed from service. In the short term, however, ECWD plans to hire a contractor to extend the overflow pipe at which time size 24 mesh will be installed. Pictures of the installed mesh are included as **Attachments 20(a) – (h)**.

7. At the time of the Inspection, EPA inspectors observed vegetation in the vertical plane at Perry 2 storage tank and River Hill storage tank.

It is recommended that the System trim tree limbs and other vegetation growing in the storage tank site, as they can potentially damage the structure and provide a route for unauthorized access to the storage tanks.

RESPONSE:

ECWD retained contractors that removed tree limbs and vegetation from the vertical plane at Perry 2 and River Hill storage tanks. [**Attachments 21(a) and 21(b), respectively**].

8. At the time of the Inspection, the high service pumps at Plant B did not have guards protecting the rotating shaft of the vertical pump head.

It is recommended that the System install guards on the pump head to protect System personnel from injury from the rotating shaft.

RESPONSE:

There are two high service pumps at Plant B. As shown in the picture included as **Attachment 22**, a guard has been installed on one pump. The other pump was installed in 2025. This newer pump was not manufactured with the ability to install a guard. In ECWD's experience, this is typical for vertical turbine pumps of newer vintage.

9. At the time of the Inspection, EPA inspectors observed a leak from an abandoned spigot at Plant B.

It is recommended that the System repair the leak from the spigot to maintain a clean and safe work area for System personnel.

RESPONSE:

On the day of EPA's inspection, ECWD repaired the leak by eliminating the spigot at Plant B. A picture of where the spigot was previously located is included as **Attachment 23**.

10. At the time of the Inspection, the overflow at Nolin Estates storage tank did not terminate 12 to 24 inches above the ground surface.

It is recommended that the system install an overflow pipe that terminates 12 to 24 inches above the ground over a drainage inlet structure or splash plate, as stated in the Recommended Standards for Water Works.

RESPONSE:

Nolin Estates storage tank is under consideration for being removed from service. In the short term, however, ECWD plans to hire a contractor to extend the overflow pipe and install size 24 mesh.

To ECWD's knowledge, this tank met the Recommended Standards for Water Works at the time it was constructed.

11. At the time of the Inspection, EPA inspectors observed threaded taps with hoses attached at Plant B.

It is recommended that threaded taps be replaced, or backflow prevention devices be added, to mitigate the risk of cross-connections.

RESPONSE:

A few days after EPA's March 2025 inspection, ECWD removed the observed connection and installed an RPZ backflow preventer on the line feeding the observed taps at Plant B. Pictures showing the RPZ and removed connection are included as **Attachment 24**.

**Certification of Community Risk and Resilience Assessment (RRA)
in Compliance with America's Water Infrastructure Act (AWIA) Section 2013¹**

Part (A): Community Water System Identification

Community Water System Name: Edmonson County Water District

Community Water System Complete Mailing Address: _____
1128 Highway 259 North Brownsville, KY 42210

Community Water System Email Address: ecwd@ecwdwater.com

Public Water System Identification Number (PWSID)²: KY0310114

Part (B): Certification Date

Date of the certification: 09-24-2025

Part (C): Certification Statement

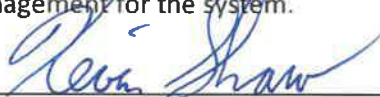
I, Kevin Shaw

[Name of certifying official]

hereby certify, under penalty of law³, that the following information is true, accurate, and complete, and that the community water system named under Part A, above, has conducted, reviewed, or reviewed and revised an assessment of the risks to, and resilience of, its system. This assessment included an assessment of:

1. The risk to the system from malevolent acts and natural hazards;
2. The resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) which are utilized by the system;
3. The monitoring practices of the system;
4. The financial infrastructure of the system;
5. The use, storage, or handling of various chemicals by the system; and
6. The operation and maintenance of the system.

Optionally, the assessment may include an evaluation of capital and operational needs for risk and resilience management for the system.



[Signature of certifying official - click to add a digital signature, or print and sign]

¹ Visit www.epa.gov/waterresilience/awia-section-2013 for information on AWIA Section 2013 RRAs and upcoming certification deadlines.

² PWSIDs begin with a two-character primacy agency abbreviation (your state, territory, or tribal nation abbreviation) followed by a seven-digit identification number. In the specific case of Utah, PWSIDs begin with "UTAH" followed by a five-digit identification number.

³ Whoever, in any matter within the jurisdiction of the United States government, knowingly and willfully provides a materially false, fictitious, or fraudulent statement or representation may be subject to fines or imprisonment. 18 U.S. C. § 1001.

Certification of Community Water System Emergency Response Plan (ERP) in Compliance with America's Water Infrastructure Act (AWIA) Section 2013¹

Part (A): Community Water System Identification

Community Water System Name: Edmonson County Water District

Community Water System Complete Mailing Address: 1128 Highway 259 North Brownsville, KY 42210

Community Water System Email Address: ecwd@ecwdwater.com

Public Water System Identification Number (PWSID)²: KY0310114

Part (B): Certification Date

Date of the certification: 09-24-2025

Part (C): Certification Statement

I, Kevin Shaw

[Name of certifying official]

hereby certify, under penalty of law³, that the following information is true, accurate, and complete, and that the community water system named under Part A, above, has conducted, reviewed, or reviewed and revised an emergency response plan that incorporates findings of the risk and resilience assessment conducted under Section 2013(a) of America's Water Infrastructure Act of 2018 for such system (and any revisions thereto). This emergency response plan includes:

1. Strategies and resources to improve the resilience of the system, including the physical security and cybersecurity of the system;
2. Plans and procedures that can be implemented, and identification of equipment that can be utilized, in the event of a malevolent act or natural hazard that threatens the ability of the community water system to deliver safe drinking water;
3. Actions, procedures, and equipment which can obviate or significantly lessen the impact of a malevolent act or natural hazard on the public health and the safety and supply of drinking water provided to communities and individuals, including the development of alternative source water options, relocation of water intakes, and construction of flood protection barriers; and
4. Strategies that can be used to aid in the detection of malevolent acts or natural hazards that threaten the security or resilience of the system.



[Signature of certifying official - click to add a digital signature, or print and sign]

¹ Visit www.epa.gov/waterresilience/awia-section-2013 for information on AWIA Section 2013 ERPs and upcoming certification deadlines.

² PWSIDs begin with a two-character primacy agency abbreviation (your state, territory, or tribal nation abbreviation) followed by a seven-digit identification number. In the specific case of Utah, PWSIDs begin with "UTAH" followed by a five-digit identification number.

³ Whoever, in any matter within the jurisdiction of the United States government, knowingly and willfully provides a materially false, fictitious, or fraudulent statement or representation may be subject to fines or imprisonment. 18 U.S. C. § 1001.

E. Kenly Ames

From: Rachel Kirkpatrick (Jira) <Atlassian_Admins@epa.gov>
Sent: Thursday, September 25, 2025 1:35 PM
To: Sarah Jarboe
Subject: AWS-2619 Risk and Resilience Assessment certification statement for PWSID No. KY0310114 (Edmonson County Water District)

Reply above this line.

Rachel Kirkpatrick commented:

The RRA certification has been successfully uploaded to the database and the ticket is resolved.

Rachel Kirkpatrick changed the status to Resolved.

Rachel Kirkpatrick resolved this as Done.

How was our service for this request?



Very poor



Poor



Neither good
nor poor



Good



Very good

[View request](#) · [Turn off this request's notifications](#)

This is shared with Sarah Jarboe.

Help Center, powered by [Jira Service Management](#), sent you this message.

E. Kenly Ames

From: Rachel Kirkpatrick (Jira) <Atlassian_Admins@epa.gov>
Sent: Thursday, September 25, 2025 1:40 PM
To: Sarah Jarboe
Subject: AWS-2620 Emergency Response Plan certification statement for PWSID No. KY0310114 (Edmonson County Water District)

Reply above this line.

Rachel Kirkpatrick commented:

The ERP certification has been successfully uploaded to the database and the ticket is resolved.

Rachel Kirkpatrick changed the status to Resolved.

Rachel Kirkpatrick resolved this as Done.

How was our service for this request?



Very poor



Poor



Neither good
nor poor



Good



Very good

[View request](#) · [Turn off this request's notifications](#)

This is shared with Sarah Jarboe.

Help Center, powered by [Jira Service Management](#), sent you this message.

E. Kenly Ames

From: Buehler, Whitney <Buehler.Whitney@epa.gov>
Sent: Monday, October 27, 2025 7:42 AM
To: kevin.shaw@ecwdwater.com
Cc: s.meredith@ecwdwater.com; bruce.hatcher@ky.gov; Spears, Justin (EEC); Sarah Jarboe; Sniff, Tyler; Myers, Bryan; Joyner, Sonya
Subject: UAO Closure Letter Edmonson County WD, Brownsville, KY
Attachments: SDWA PWSS UAO Closure Letter Edmonson County WD, Brownsville, KY.pdf

Dear Kevin Shaw:

The U.S. Environmental Protection Agency, Region 4 conducted a Safe Drinking Water Act compliance inspection of the Edmonson County Water District Public Water System on March 12 – 13, 2025, under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA). On the date of the inspection, the Edmonson County Water District Public Water System provided a Risk and Resilience Assessment and Emergency Response Plan that were missing all mandatory elements, as required by Section 1433 of the SDWA. As a result, the Edmonson County Water District Public Water System was placed under a Unilateral Administrative Order by the EPA on August 26, 2025.

The Edmonson County Water District Public Water System has completed the items required in the Unilateral Administrative Order and on October 7, 2025, provided the EPA with supportive documentation demonstrating compliance. There is no further documentation required from the Edmonson County Water District Public Water System. Please see the attached letter for more information and reach out if you have any additional questions.

Regards,
Whitney Buehler
Drinking Water Enforcement Section
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
Phone: 404-562-9739



REGION 4

ATLANTA, GA 30303

ELECTRONIC MAIL

CONFIRMATION OF EMAIL RECEIPT REQUESTED

Kevin Shaw
General Manager
Edmonson County Water District
1128 Highway 259 North
Brownsville, Kentucky 42210
kevin.shaw@ecwdwater.com

Re: Closure of Unilateral Administrative Compliance Order Pursuant to Section 1414(g) of the Safe Drinking Water Act, 42 U.S.C. § 300g-3(g), Edmonson County Water District Public Water System in Brownsville, Kentucky. PWS ID: KY0310114. Docket No. SDWA-04-2025-5004.

Dear Kevin Shaw:

The U.S. Environmental Protection Agency, Region 4 conducted a Safe Drinking Water Act compliance inspection of the Edmonson County Water District Public Water System on March 12 – 13, 2025, in Brownsville, Kentucky, under the authority of Section 1445(b)(1) of the Safe Drinking Water Act (SDWA). On the date of the inspection, the Edmonson County Water District Public Water System provided a Risk and Resilience Assessment that was missing all mandatory elements, as required by Section 1433(a)(1) of the SDWA. The Edmonson County Water District Public Water System provided an Emergency Response Plan that was missing all mandatory elements, as required by Section 1433(b) of the SDWA. As a result, the Edmonson County Water District Public Water System was placed under a Unilateral Administrative Order by the EPA on August 26, 2025.

The Edmonson County Water District Public Water System has completed the items required in the Unilateral Administrative Order and on October 7, 2025, provided the EPA with supportive documentation demonstrating compliance. There is no further documentation required from the Edmonson County Water District Public Water System.

Please be advised that this letter should not be construed as a determination of the Edmonson County Water District Public Water System's compliance with the SDWA, nor shall it be construed as a waiver of the EPA's ability, pursuant to Section 1414 of the SDWA, 42 U.S.C. § 300g-3, to enforce the SDWA, the National Primary Drinking Water Regulations, or any other law over which it exercises authority if future noncompliance is found.

If you have any additional questions, please contact Whitney Buehler of my staff at (404) 562-9739 or buehler.whitney@epa.gov.

Sincerely,

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division

cc: Steffan Meredith
Treatment Plant Supervisor, Edmonson County Water District
s.meredith@ecwdwater.com

Bruce Hatcher
Environmental Control Supervisor, Kentucky Division of Water
bruce.hatcher@ky.gov

Justin Spears
Environmental Scientist, Kentucky Division of Water
Justin.spears@ky.gov

Sarah Jarboe
Partner, English, Lucas, Priest & Owsley, LLP
Sjarboe@elpolaw.com