

# Hardin County Water District No. 1

*Serving Radcliff and Hardin County for Over 60 Years*

1400 Rogersville Road  
Radcliff, KY. 40160

Case No. 2016-00075

February 5, 2016

Hon. Jeff R. Derouen  
Executive Director - Kentucky Public Service Commission  
211 Sower Blvd.  
P.O. Box 615  
Frankfort, KY 40620-0615

RECEIVED

FEB 05 2016

PUBLIC SERVICE  
COMMISSION

**SUBJECT: Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project Construction**

Dear Director Derouen,

Enclosed please find an original and three copies of an application for construction of our Louisville Water Company Interconnect Project. We have also filed a request for a deviation from 807 KAR 5:001, Section 7 (1), which would require ten copies.

This project has been over seven years in planning and design. As stated in the application, this project effectuates or perfects the Water Purchased Agreement with the Louisville Water Company which has already been approved by the Commission (PSC Case No. 2013-00251).

Bids were received for this project on January 15, 2016. Our Board approved the project and awarded the construction bid at their January 28, 2016 meeting, contingent on the Commission approval and issuance of the certificate.

As the bids will expire after a time, we are requesting the Commission and staff expedite its review and approval. We are requesting the certificate be issued no later than **May 1, 2016**. This will give us time to process the contractor's required documents and issue a Notice of Award and Notice to Proceed, before their bid expires.

If you have any questions, please do not hesitate to call me or our attorney, Mr. David Wilson II (Phone: 270-351-4404). We look forward to assisting your staff and the Commission in the quick approval of this project.

Sincerely,



Jim Bruce, General Manager

Cf; Mr. David Wilson II, HCWD1 Attorney

Encl. Application for CPCN (Including 3 Copies)

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

IN THE MATTER OF:

APPLICATION OF THE  
HARDIN COUNTY WATER DISTRICT No. 1  
FOR A CERTIFICATE OF PUBLIC CONVENIENCE  
AND NECESSITY TO CONSTRUCT A WHOLESALE  
INTERCONNECT FACILITY TO THE LOUISVILLE  
WATER COMPANY

CASE NO. 2016-00075

RECEIVED

FEB 05 2016

PUBLIC SERVICE  
COMMISSION

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APPLICATION

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The Petition of the Hardin County Water District No.1, respectfully shows:

1. The Applicant's address and contact information for this petition is;

Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, KY 40160  
Phone: 270-351-3222 (or cellular 270-268-4069)  
Facsimile: 270-352-3055  
Contact email; [jbruce@hcwd.com](mailto:jbruce@hcwd.com) (Mr. Jim Bruce, General Manager)  
Website: [www.hcwd.com](http://www.hcwd.com)  
(807 KAR 5:001: Section 4 (3.a)).

2. Applicant ("District") requests an expedited review and approval in order to take advantage of the current bid from the apparent low bid contractor, avoid future material and labor cost increases, and favorable construction weather this spring. If the Commission does not approve the project by **May 1, 2016**, then there is a risk that the contractor bids will expire and the project would need to be re-bid, likely increasing the bid prices and adding more engineering costs for re-bidding.
3. The District requests a deviation from **807 KAR 5:001 Section 7 (1)** and submit one (1) original and three (3) copies of the application, and one (1) original set of construction plans and specifications with three (3) copies of same written in digital form on a compact disc, for Commission purposes. Said request has also been submitted in a separate letter, under separate cover.
4. District is a duly organized and operating water district, established in 1952 under the laws of the Commonwealth of Kentucky (KRS 74 et. seq.) and is engaged in producing, selling and purchasing potable water also providing sanitary sewer and storm water services. The District owns five distinct utility systems; the County Water utility (since 1952), the Ft. Knox sanitary and storm water utilities (acquired in 2005), the Radcliff sanitary sewer system (acquired in 2008) and the Ft. Knox water utility (acquired in 2012). The District operates and does business in a service area that includes the City of Radcliff ("City") and portions of Hardin,



Meade and Breckinridge counties, and the Ft. Knox Army Post.

The District also has wholesale water sales agreements with the City of Vine Grove (100% of demand), Meade County Water District (approximately 70%), City of Hardinsburg (emergency back-up only) and Hardin County Water District No. 2 (emergency back-up only). The entire service area is within the boundaries of the Commonwealth of Kentucky.

5. The District requests that it be issued a Certificate of Public Convenience and Necessity authorizing and approving the construction of a wholesale interconnect facility ("project") to the Louisville Water Company ("LWC"). This application was ordered by the Commission with Case No. 2013-00251, dated September 12, 2014. The District provides potable water to an estimated 27,000 persons in Hardin, Meade and Breckinridge counties and the Ft. Knox Army post in Kentucky, plus the populations of its subsequent systems, and currently has 10,028 active retail water accounts and 8,852 active retail sewer accounts.

The District has two special contracts (Utility Privatization Contract) with the U.S. Government, each for term of fifty years, one is for the sanitary sewer and storm water systems and the other for the water system

6. The facts which present that this project is necessary and for public necessity is included with **Exhibit No. 1. 807 KAR 5:001 Section 15 (2.a)**
7. Construction of the project requires 33 permits, agreements and easements. Documentation for each of these is included with **Exhibit No. 2** which also includes a listing of the contents included with this exhibit.

The District has entered into a Water Purchase Agreement with LWC, dated May 15, 2012, which allows the District to purchase up to 3.5 million gallons per day, for a 40 year term. This agreement was approved by the Commission by order 2013-00251. A copy of this agreement and the Commission's order is also included with this exhibit. **807 KAR 5:001 Section 15 (2.b)**

8. A full description of the project location, route and description of how the project will be constructed is included with **Exhibit No. 3**. As described in paragraph 10 there are no utilities or corporations with which this project will compete as a result of its construction. **807 KAR 5:001 Section 15 (2.c)**
9. The District's Board has accepted the low bid from Cleary Construction, contingent on Commission approval and issuance of a Certificate of Public Need & Necessity. A bid tabulation, certified by a Kentucky licensed professional engineer, is included with **Exhibit No. 4**. This bid, for the base minimum capacity transmission main and pump station, is \$5,971,184 for all components. Additional required project related costs are estimated at \$574,406 which includes final design, inspection, and a Supervisory Control And Data Acquisition (SCADA) system which will be designed and installed by another contractor along with District staff.
10. Two paper copies and one PDF copy on compact disc is included with **Exhibit No. 5**. This shows location and route of the proposed construction. There are no like facilities within the

project area. The project does pass through the water distribution system of the City of West Point ("City"). However, the City has a very small water treatment plant, serving about 300 customers, which would not be a duplication, or a "like facility" of the LWC system to which the District is connecting to. The District would not be able sell tap connections within the City limits, so the District will not compete with the City for retail customers. Much of the transmission main and pump station is located on Ft. Knox / U.S. Government property, so no tap sales could occur on those facilities. Once the project is constructed the City will have the opportunity to purchase wholesale water from the District should they so choose. **807 KAR 5:001 Section 15 (2.d)**

11. The engineering plans and specifications were prepared by HDR Engineering and have been signed, sealed and dated by an engineer registered in the Commonwealth of Kentucky (KRS 322.340) and an original set of each has been included under its own binding, with three additional copies written to a compact disc which is found under **Exhibit No. 6. 807 KAR 5:001 Section 15 (2)**
12. Board minutes recording the approval of the project and submitting an application to the Commission are identified in **Exhibit No. 7**. These minutes are scheduled to be formally approved after review at the Board's regular February, 2016 meeting and a copy of the signed minutes will be filed with the Commission.
13. The financing plan does not require or request a rate increase or adjustment nor does the plan require the issuance of any long term debt or loan. The financing will be by the use of an Economic Development Cabinet "BRAC" Grant (\$4.5 million) and the balance by current District unrestricted reserves. Also, if needed, the District can access two sources for short term borrowing (as defined under KRS 278.300(8)) which both agencies have provided a letter of commitment. The manner in which the District proposes to finance the project is included in **Exhibit No. 8. 807 KAR 5:001 Section 15 (2.d.2.e)**
14. The estimated added cost of operation after the completion of the construction project is included in **Exhibit No. 9. 807 KAR 5:001 Section 15 (2.d.2.f)**. The total added cost resulting from this project is estimated at \$215,527 per year of which \$210,508 (98%) is for depreciation, which is a non-cash operating expense. No new or additional operating revenues are attributed or caused by this construction.
15. All engineering plans, specifications, reports and bid certifications have been prepared and sealed by a Kentucky registered professional engineer in accordance with **KRS 322.340**

WHEREFORE, Hardin County Water District No.1 hereinafter referred to as District, request that the Public Service Commission of the Commonwealth of Kentucky issue a Certificate of Public Need and Necessity for the Louisville Water Company Interconnect Project.

Dated at Radcliff, Kentucky, this 5<sup>TH</sup> day of FEBRUARY

HARDIN COUNTY WATER DISTRICT No. 1

By: 

David T. Wilson II, Attorney at Law  
Attorney for Hardin County Water District No.1  
Skeeters, Bennett, Wilson and Pike, PLC  
550 West Lincoln Trail Boulevard, PO Box 610  
Radcliff, Kentucky 40160  
Phone: (270) 351-4404  
Facsimile: (270) 352-4626  
email: [david.wilson@sbw-law.com](mailto:david.wilson@sbw-law.com)

**VERIFICATION**


The undersigned, Mr. James S. Bruce, General Manager of the Hardin County Water District No.1, hereby verifies that he has personal knowledge of the matters set forth in the enclosed application requesting the Commission issue a Certificate of Public Need and Necessity for the construction of the Louisville Water Company Interconnect Project, and that he is duly designated by the Board of Commissioners of the Hardin County Water District No. 1 to sign and submit this information its behalf.

HARDIN COUNTY WATER DISTRICT No. 1

By   
JAMES S. BRUCE, GENERAL MANAGER

**CERTIFICATION OF SERVICE**

The undersigned, Mr. David T. Wilson II, attorney for the Hardin County Water District No. 1, hereby verifies that the foregoing was served on 2/5/16, Executive Director, Kentucky Public Service Commission, 211 Sower Boulevard, Frankfort, KY. 40601-8204 on this 5TH Day of FEBRUARY, 2016

  
Mr. David T. Wilson II, ESQ.  
Attorney for Hardin County Water District No. 1

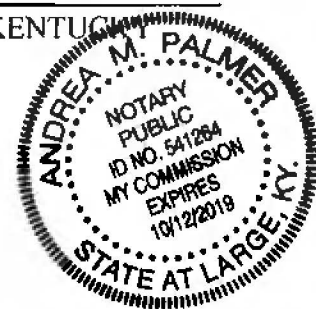
STATE OF KENTUCKY  
COUNTY OF HARDIN

I, the undersigned, a Notary Public, do hereby certify that on this 5th day of February, 2016, personally appeared before me, James S. Bruce and David T. Wilson, II, who being by me first sworn, subscribed to and acknowledged that they both represent the Hardin County Water District No. 1, a Kentucky Corporation, that they have signed the foregoing document as General Manager and Attorney of the Corporation.

  
NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires;

October 12, 2019





# **Exhibit No. 1**

Facts Supporting Public Need and Necessity

Hardin County Water District No. 1

Application for Certificate of Public Convenience & Necessity

Louisville Water Company Interconnect Project

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Facts Supporting Public Need and Necessity  
Louisville Interconnect Project

Prepared by: Jim Bruce, General Manager

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**Introduction;**

Multiple facts support the public need and necessity for this construction project. First, this project effectuates or perfects the Water Purchase Agreement ("WPA") with the Louisville Water Company ("LWC"), which has already been approved by the Commission (PSC Case No. 2013-00251). This agreement requires (Section 1, page 2) that Hardin County Water District No. 1 (HCWD1) construct and pay for the required facilities to connect the two systems.

Second, HCWD1 cannot supply its customers, including two wholesale customers, without a supplemental purchased water source. The proposed Louisville Water Interconnect Project provides that source for a minimum of 40 years. Our current supplemental source is not permanent as the seller has elected not to renew the previously existing contract. There are no other suppliers that can provide HCWD1 its needed volume of purchased water.

Third, HCWD1 risks the loss of fixed and known bid prices should the Commission not approve this construction project by the requested deadline (May 1, 2016). HCWD1 has invested several hundred thousand dollars in design, easements, studies and permits to make this project a reality.

Finally, please note that HCWD1 is the primary provider of water to the Meade County Water District ("MCWD"). As discussed further herein, MCWD has filed an application with Rural Development for purposes of financing a new interconnect with HCWD1 in order to permit MCWD to acquire 100% of its future supply from HCWD1. However, the ability of MCWD to acquire its entire supply from HCWD1 is contingent upon approval and completion of the interconnection with LWC.

**Discussion;**

HCWD1 owns and operates five utility systems. These include the original "County Water" system (1952), which is now the oldest operating County Water District in Kentucky, the Fort Knox Sanitary and Storm systems (2005, PSC Case No. 2004-00422), the Radcliff Wastewater System (2008, PSC Case No. 2008-00074) and the Fort Knox Water System (2012, PSC Case No. 2011-00416).

Since 1998, HCWD1 has purchased supplemental water from the Fort Knox Water System. In 1995, the Fort Knox Military Installation ("Fort Knox") and HCWD1 entered into a Water Sales Agreement, which allowed HCWD1 to purchase up to 2.7 MG/d (million gallons per day). As part of the agreement, HCWD1 built a new pump station and 1.25 MG storage tank on Fort Knox (PSC Case No. 97-388).

Once these facilities were built, HCWD1 closed its second water treatment plant (Muldraugh WTP), which at the time was outdated, deteriorating and in need of a complete rebuild (PSC Case No. 97-388). Once the Muldraugh WTP was closed, HCWD1 was compelled to purchase a portion of its annual water demand.

HCWD1's Pirtle Spring Water Treatment Plant was re-built in 2010 (PSC Case No. 2008-00095), however the maximum capacity remained 3.1 MG/d. In 2014, HCWD1 purchased water every day of the year, ranging from 2,000 gallons to 894,000 gallons daily. For the year, purchased water represented about 2% of total customer demand. On certain emergency events (such as the 2009 ice storm and a 1999 ground water contamination event), HCWD1 has been able to purchase and supply 100% of its customer demand from this purchased water source.

The Fort Knox agreement had a renewable option each five years. In 2005, Fort Knox advised HCWD1 that it would not renew this sales agreement for the third renewal anniversary (see enclosed letter). This was because the Government planned to privatize the Fort Knox water system, and could not commit to continuing to supply water to off-base customers, or other utility systems. Since 2008, Fort Knox has continued to sell water to HCWD1, with the understanding that HCWD1 would find a replacement source of purchased water.

In 2000, the Lincoln Trail Regional Water Commission was established. That Commission consisted of HCWD1, Hardin County Water District No. 2 ("HCWD2"), City of Elizabethtown, and Fort Knox. The Commission spent considerable time studying the viability of various water sources and ultimately hired an engineering firm to conduct an in-depth study. The Lincoln Trail Regional Water Commission concluded that the most cost-effective and viable source of future water needs was LWC.

Both HCWD1 and HCWD2 then began negotiating with LWC for additional purchased water. In 2012 LWC and HCWD1 entered into a 40 year WPA whereby HCWD1 could purchase up to 3.5 MG/d with no required minimum purchase. This agreement was approved by the Commission (PSC Case No. 2013-00251, order dated 14-September-2014). Likewise, the WPA between HCWD2 and LWC was approved by the Commission (PSC Case No. 2013-00252), and HCWD2 is nearing completion of its construction project to connect to LWC.

Following Commission approval of the WPA with LWC, HCWD1 then began final design of a new LWC Interconnect facility, which would transport the LWC water from southwest Jefferson County, under the Salt River, to an existing HCWD1 water main where it could then be pumped to the existing HCWD1 / Fort Knox pump station and storage tank.

From that pump station, water would be pumped into Radcliff and supplement all of HCWD1's customer demands, including wholesale demands. This supply can also be used in an emergency to supply HCWD2 and the City of Hardinsburg in Breckinridge County. As the LWC system uses a different disinfectant method (Chloramine), both HCWD1 and HCWD2 completed two joint studies to determine the preferred method to introduce LWC water into HCWD1 and HCWD2's existing systems. Both Districts concluded that converting their systems to Chloramine in order to be compatible with the LWC water was the preferred solution.

HCWD1 currently sells Meade County Water District (MCWD) approximately 70% of its supply. MCWD buys the remainder of its supply from the City of Brandenburg. MCWD cannot accept Chloraminated water from HCWD1, and still purchase from the City of Brandenburg. The Kentucky Division of Water will not permit a public water system to mix both free chlorine and chloramine waters in the same distribution system. Therefore, MCWD requested HCWD1 to increase the supply

and sales to MCWD (see enclosed letter). The amount of MCWD wishes to purchase from HCWD1 is approximately 1.5 million gallons annually.

HCWD1 retained HDR Engineering (who is also MCWD's engineer) to complete hydraulic modeling to determine if it were possible for HCWD1 to supply all of MCWD's water, and if so, where the connection should occur. HDR completed its study in January, 2015. HDR determined that HCWD1 could supply MCWD 100% of its needs, but only if HCWD1 constructed a new 16 inch transmission main and relocated the current interconnect/metering point.

As HCWD1 cannot currently produce 100% of its customer demand, increasing supply to MCWD will require increased purchased water expenses. MCWD has completed project design and submitted to Rural Development a request for financing necessary to construct its portion of the new transmission main and pump station, thereby allowing MCWD to acquire 100% of its water supply from HCWD1.

**Conclusion;**

HCWD1 respectfully submits to the Commission that the issuance of the requested Certificate is required for the following reasons:

- A. It is of essential public need that HCWD1 acquire a viable purchased water source. This necessity is compounded by the fact that Fort Knox declined to enter into an on-going water purchase agreement;
- B. HCWD1's retail and wholesale customers will be significantly inconvenienced were HCWD1 required to incur additional future expenses in the event it were necessary to re-bid the interconnect project construction, resulting in substantial additional public cost and expense;
- C. Approval of the Certificate insures a viable long-term water supply to retail and wholesale customers of the District as validated by previous orders of the Commission approving the water purchase agreement with LWC.





DEPARTMENT OF THE ARMY  
HEADQUARTERS, US ARMY GARRISON  
FORT KNOX, KENTUCKY 40121-5000

September 27, 2005

REPLY TO  
ATTENTION OF:

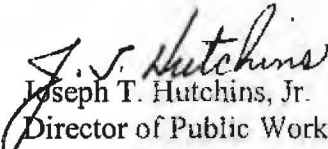
Directorate of Public Works

Mr. Jim Bruce  
General Manager  
Hardin County Water District No. 1  
1400 Rogersville Rd  
Radcliff, KY 40160

Dear Mr. Bruce:

This is to notify your organization that the Water Purchase Agreement between US Army Armor Center and Fort Knox Directorate of Public Works and Hardin County Water District No. 1 dated September 29, 1995 will be terminated upon transfer of the Fort Knox Water System to the Lincoln Trail Regional Water Commission or another privatization contractor or entity. We anticipate transfer to occur within the next 5 years.

Sincerely,

  
Joseph T. Hutchins, Jr.  
Director of Public Works

# Meade County Water District

1003 Armory Place  
Brandenburg, KY 40108

Telephone: (270) 422-5006  
E-mail at [mcwatib@bbtel.com](mailto:mcwatib@bbtel.com)

Fax: (270) 422-5068  
Web site at [www.meadecountywater.com](http://www.meadecountywater.com)

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March 26, 2015

Jim Bruce  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, KY 40160

Dear Mr. Bruce:

In response to your letter dated February 18, 2015, Meade County Water District commits to purchasing more water from Hardin County Water District # 1 than our current contract allows in order to meet current and future demands. The Meade County Water District also intends to purchase water from Hardin County Water District # 1 for the term of a standard RD loan which is 38 years.

If you need more information; please do not hesitate to call me. My cell telephone number is (270) 668-8215.

Sincerely,



Douglas Cornett  
Chairman

cc: Bob Sturdivant, HDR/Quest Engineers, Inc.  
David T. Wilson II, Attorney at Law

## Exhibit No. 2

### Permits, Easements and Agreements

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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Permit
Division of Water - Construction
Department for Environmental Protection - 401
Department for Environmental Protection - Stream Crossing Permit
KTC - Encroachment Permit (D5)
KTC - Encroachment Permit (D4)
Kentucky Heritage Council (36CFR Part 800)
DoA Easement (north)
DoA Easement (south)
USFWS (MoA IBCF Contribution)
USACOE - 404
Fort Knox DPW -REC
City of West Point Easement (x6)
Hoeppner Easement
Marshall Easement (x2)
Clark Easement
Lawson Easement (condemnation)
CSX Encroachment
P&L Encroachment
Albro Easement ( x4 condemnation)
LWC Water Purchase Agreement & PSC Order
Cabinet for Economic Development (Grant)
KIA ClearingHouse Application Identifier
Minor Forest Product Sales - USACE



**ENERGY AND ENVIRONMENT CABINET**

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE, 4TH FLOOR

FRANKFORT, KENTUCKY 40601

[www.kentucky.gov](http://www.kentucky.gov)

August 12, 2015

Mr. Jim Bruce  
Hardin County Water District No. 1  
1400 Rogersville Rd  
Radcliff, KY 40160

RE: Hardin Co Water District 1  
AI # 1673, APE20150003  
PWSID # 0470393-15-003  
LWC Interconnect - Transmission main &  
Pump Station Improvements  
Hardin County, KY

Dear Mr. Bruce:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water Main; a Pump Station with 3 pumps each at 1,700 gpm with 427 feet TDH, a Master Meter Vault; Conversion of a Raw water main to Finished water main and installation of related appurtenances. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Mr. Mohammed Mohiuddin at 502-564-3410 extension 4827.

Sincerely,

Greg Goode, PE  
Engineering Section  
Water Infrastructure Branch  
Division of Water

GG: MM

Enclosures

C: Jim Smith of Louisville Water Company (by email only)  
Kevin Brian, HDR Engineering (by email only)  
Hardin County Health Department  
Public Service Commission (by email only)  
Division of Plumbing (by email only)



**Distribution for Construction**  
Hardin Co Water District 1  
Facility Requirements

Activity ID No.: APE20150003

Page 1 of 9

**PORT0000000070 (Water main Extension) 19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water main:**

**Narrative Requirements:**

Condition No.	Condition
T-1	Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source for pipes crossing. [Recommended Standards for Water Works 8.9.2.c]
T-2	Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding for pipes crossing underwater. [Recommended Standards for Water Works 8.9.2.b]
T-3	A minimum cover of five feet shall be provided over pipe crossing underwater. [Recommended Standards for Water Works 8.9.2]
T-4	New, cleaned and repaired water mains shall be disinfected in accordance with AWWA Standard C651. The specifications shall include detailed procedures for the adequate flushing, disinfection, and microbiological testing of all water mains. In an emergency or unusual situation, the disinfection procedure shall be discussed with the Division of Water. [Recommended Standards for Water Works 8.7.7]
T-5	Installed pipe shall be pressure tested and leakage tested in accordance with the appropriate AWWA Standards. [Recommended Standards for Water Works 8.7.6]
T-6	Water utilities shall have a cross connection program conforming to 401 KAR 8. [Recommended Standards for Water Works 8.10.1]
T-7	There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system. [Recommended Standards for Water Works 8.10.1]
T-8	At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. [Recommended Standards for Water Works 8.8.3.b]
T-9	Water lines crossing sanitary, combined or storm sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sanitary, combined or storm sewer with preference to the water main located above the sanitary, combined or storm sewer. [Drinking Water General Design Criteria IV.3.c]
T-10	Water pipe shall be constructed with a lateral separation of 10 feet or more from any gravity sanitary or combined sewer measured edge to edge where practical. If not practical a variance may be requested to allow the water pipe to be installed closer to the gravity sanitary or combined sewer provided the water pipe is laid in a separate trench or undisturbed shelf located on one side of the sewer with the bottom of the pipe at least 18 inches above the top of the gravity sanitary or combined sewer pipe. [Drinking Water General Design Criteria IV.3.b]
T-11	Discharge piping from air relief valves shall not connect directly to any storm drain, storm sewer, or sanitary sewer. [Recommended Standards for Water Works 8.5.2.d]

## Distribution Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 2 of 9

**PORT0000000070 (Water main Extension)19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water main:**

### Narrative Requirements:

Condition No.	Condition
T-12	The open end of an air relief pipe from automatic valves shall be extended to at least one foot above grade and provided with a screened, downward-facing elbow. [Recommended Standards for Water Works 8.5.2.c]
T-13	Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur. [Recommended Standards for Water Works 8.5.1]
T-14	At high points in water mains where air can accumulate provisions shall be made to remove the air by means of air relief valves. [Recommended Standards for Water Works 8.5.1]
T-15	Wherever possible, chambers, pits or manholes containing valves, blow-offs, meters, or other such appurtenances to a distribution system, shall not be located in areas subject to flooding or in areas of high groundwater. Such chambers or pits should drain to the ground surface, or to absorption pits underground. The chambers, pits and manholes shall not connect directly to any storm drain or sanitary sewer. Blow-offs shall not connect directly to any storm drain or sanitary sewer. [Recommended Standards for Water Works 8.6]
T-16	A sufficient number of valves shall be provided on water mains to minimize inconvenience and sanitary hazards during repairs. [Recommended Standards for Water Works 8.3]
T-17	The hydrant lead shall be a minimum of six inches in diameter. Auxiliary valves shall be installed on all hydrant leads. [Recommended Standards for Water Works 8.4.3]
T-18	Dead end mains shall be equipped with a means to provide adequate flushing. [Recommended Standards for Water Works 8.2]
T-19	Pipe materials shall be selected to protect against both internal and external pipe corrosion. [Recommended Standards for Water Works 8.1]
T-20	Gaskets containing lead shall not be used. Repairs to lead joint pipe shall be made using alternative methods. [Recommended Standards for Water Works 8.1]
T-21	Pipes and pipe fittings containing more than 8% lead shall not be used. All products shall comply with ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-22	The minimum size of water main which provides for fire protection and serving fire hydrants shall be six-inch diameter. [Recommended Standards for Water Works 8.2, Drinking Water General Design Criteria IV.2.a]

## Distribution Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 3 of 9

**PORT0000000070 (Water main Extension)19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water main:**

### Narrative Requirements:

Condition

No. Condition

T-23	Manufacturer approved transition joints shall be used between dissimilar piping materials. [Recommended Standards for Water Works 8.1]
T-24	Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been restored practically to their original condition. [Recommended Standards for Water Works 8.1]
T-25	All materials including pipe, fittings, valves and fire hydrants shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist, and be acceptable to the Division of Water. [Recommended Standards for Water Works 8.1]
T-26	All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.7]
T-27	Packing and jointing materials used in the joints of pipe shall meet the standards of AWWA and the reviewing authority. [Recommended Standards for Water Works 8.1]
T-28	All materials used for the rehabilitation of water mains shall meet ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-29	Water line installation shall incorporate the provisions of the AWWA standards and/or manufacturer's recommended installation procedures. [Recommended Standards for Water Works 8.7]
T-30	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth of at least six inches below the bottom of the pipe. [Recommended Standards for Water Works 8.7]
T-31	Water mains shall be covered with sufficient earth or other insulation to prevent freezing. [Recommended Standards for Water Works 8.7]
T-32	Pipe shall be constructed to a depth providing a minimum cover of 30 inches to top of pipe. [Drinking Water General Design Criteria IV.3.a]
T-33	No flushing device shall be directly connected to any sewer. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-34	Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]

**Distribution Major Construction**  
Hardin Co Water District 1  
Facility Requirements

Activity ID No.:APE20150003

Page 4 of 9

**PORT0000000070 (Water main Extension)19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water main:**

**Narrative Requirements:**

Condition No.	Condition
T-35	Water mains not designed to carry fire-flows shall not have fire hydrants connected to them. [Recommended Standards for Water Works 8.4.1.b]
T-36	The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances. [Recommended Standards for Water Works 8.2.2, Drinking Water General Design Criteria IV.2.b]
T-37	When static pressure exceeds 150 psi, pressure reducing devices shall be provided on mains or as part of the meter setting on individual service lines in the distribution system. [Drinking Water General Design Criteria IV.1.c]
T-38	The normal working pressure in the distribution system at the service connection shall not be less than 30 psi under peak demand flow conditions. Peak demand is defined as the maximum customer water usage rate, expressed in gallons per minute (gpm), in the pressure zone of interest during a 24 hour (diurnal) time period. [Drinking Water General Design Criteria IV.1.d]
T-39	Water lines should be hydraulically capable of a flow velocity of 2.5 ft/s while maintaining a pressure of at least 20 psi. [Drinking Water General Design Criteria IV.1.b]
T-40	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-41	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-42	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-43	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-44	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-45	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]



**Distribution System Construction**  
Hardin Co Water District 1  
Facility Requirements

Activity ID No.:APE20150003

Page 5 of 9

**PORT0000000070 (Water main Extension)19,950 feet of 16-inch DI; 2,510 feet of 24-inch DI and 1,820 feet of 30-inch DI Water main:**

**Narrative Requirements:**

Condition No.	Condition
T-46	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]

## Distribution-Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 6 of 9

**PORT0000000071 (Triplex Pump Station)a Pump Station with 3 pumps, each at 1,700 gpm with 427 feet TDH; a Master Meter Vault; Conversion of a Raw water main to Finished water main and installation of related Appurtenances:**

### Narrative Requirements:

Condition No.	Condition
T-1	Raw and finished pump stations shall have a floor elevation of at least six inches above finished grade. [Recommended Standards for Water Works 6.2.c]
T-2	All remote controlled stations shall be electrically operated and controlled and shall have signaling apparatus of proven performance. [Recommended Standards for Water Works 6.5]
T-3	All automatic pump stations should be provided with automatic signaling apparatus which will report when the station is out of service. [Recommended Standards for Water Works 6.5]
T-4	Booster pumps taking suction from ground storage tanks shall be equipped with automatic shutoffs or low pressure controllers. [Recommended Standards for Water Works 6.4.c]
T-5	Booster pumps shall controlled so that automatic shutoff or low pressure controllers maintain at least 20 psi in the suction line under all operating conditions. [Recommended Standards for Water Works 6.4.c]
T-6	Booster pumps taking suction from storage tanks shall be provided adequate net positive suction head. [Recommended Standards for Water Works 6.4.b]
T-7	Pump station piping shall be designed so that the friction losses will be minimized, not be subject to contamination, have watertight joints, be protected against surge or water hammer with suitable restraints when necessary, and be such that each pump has an individual suction line or the lines shall be manifolded that they will insure similar hydraulic and operating conditions. [Recommended Standards for Water Works 6.6.2]
T-8	Each pump shall have a positive?acting check valve on the discharge side between the pump and the shut?off valve. [Recommended Standards for Water Works 6.6.1]
T-9	Each pump must have an isolation valve on the intake and discharge side of the pump to permit satisfactory operation, maintenance and repair of the equipment. [Recommended Standards for Water Works 6.6.1]
T-10	Inline booster pumps shall be accessible for servicing and repairs. [Recommended Standards for Water Works 6.4.3]
T-11	All booster pumping stations shall be fitted with a flow rate indicating and totalizer meter. [Recommended Standards for Water Works 6.4.2]
T-12	Each booster pumping station shall contain not less than two pumps with capacities such that peak demand can be satisfied with the largest pump out of service. [Recommended Standards for Water Works 6.4.1]

## Distribution Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 7 of 9

**PORT0000000071 (Triplex Pump Station)a Pump Station with 3 pumps, each at 1,700 gpm with 427 feet TDH; a Master Meter Vault; Conversion a Raw water main to Finished water main and installation of related Appurtenances:**

### Narrative Requirements:

Condition No.	Condition
T-13	Booster pumps stations shall have a bypass available. [Recommended Standards for Water Works 6.4.e]
T-14	All lubricants which come into contact with the potable water shall be certified for conformance to ANSI/NSF Standard 60. [Recommended Standards for Water Works 6.6.8]
T-15	If standby power is provided by onsite generators or engines, the fuel storage and fuel line must be designed to protect the water supply from contamination. [Recommended Standards for Water Works 6.6.6]
T-16	Pump stations shall have a power supply provided from at least two independent sources or a standby or an auxiliary source. [Recommended Standards for Water Works 6.6.6]
T-17	Equipment shall be provided or other arrangements made to prevent surge pressures from activating controls which switch on pumps or activate other equipment outside the normal design cycle of operation. [Recommended Standards for Water Works 6.6.5]
T-18	Electrical controls shall be located above grade. [Recommended Standards for Water Works 6.6.5]
T-19	Provisions shall be made to prevent energizing the pump motor in the event of a backspin cycle. [Recommended Standards for Water Works 6.6.5]
T-20	Where two or more pumps are installed, provision shall be made for alternation. [Recommended Standards for Water Works 6.6.5]
T-21	Each pump shall have a compound gauge on its suction line. [Recommended Standards for Water Works 6.6.3.b]
T-22	Each pump shall have a standard pressure gauge on its discharge line. [Recommended Standards for Water Works 6.6.3.a]
T-23	Pump stations shall have indicating, totalizing, and recording metering of the total water pumped. [Recommended Standards for Water Works 6.6.3]
T-24	Pumps shall be provided with readily available spare parts and tools. [Recommended Standards for Water Works 6.3.c]
T-25	Pumps shall be driven by prime movers able to meet the maximum horsepower condition of the pumps. [Recommended Standards for Water Works 6.3.b]

## Distribution Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 8 of 9

**PORT0000000071 (Triplex Pump Station)a Pump Station with 3 pumps, each at 1,700 gpm with 427 feet TDH; a Master Meter Vault; Conversion of a Raw water main to Finished water main and installation of related Appurtenances:**

### Narrative Requirements:

Condition No.	Condition
T-26	Pumps shall have ample capacity to supply the peak demand against the required distribution system pressure without dangerous overloading, [Recommended Standards for Water Works 6.3.a]
T-27	At least two pumping units shall be provided. With any pump out of service, the remaining pump or pumps shall be capable of providing the maximum pumping demand of the system. [Recommended Standards for Water Works 6.3]
T-28	Raw and finished pump stations shall provide a suitable outlet for drainage from pump glands without discharging onto the floor. [Recommended Standards for Water Works 6.2.f]
T-29	Raw and finished pump stations shall have floors that slope to a suitable drain. [Recommended Standards for Water Works 6.2.e]
T-30	Raw and finished pump stations shall have adequate space for the installation of additional units if needed, and for the safe servicing of all equipment. [Recommended Standards for Water Works 6.2.a]
T-31	Pumping facilities shall be protected to prevent vandalism and entrance by animals or unauthorized persons. [Recommended Standards for Water Works 6.1.1.d]
T-32	Pumping facilities shall be graded around the station so as to lead surface drainage away from the station. [Recommended Standards for Water Works 6.1.1.c]
T-33	Pumping facilities shall be readily accessible at all times. [Recommended Standards for Water Works 6.1.1.b]
T-34	Pumping facilities shall be elevated to a minimum of three feet above the 100-year flood elevation, or three feet above the highest recorded flood elevation, whichever is higher, or protected to such elevations, [Recommended Standards for Water Works 6.1.1.a]
T-35	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-36	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-37	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]

## Distributive Major Construction

Hardin Co Water District 1

Facility Requirements

Activity ID No.:APE20150003

Page 9 of 9

**PORT0000000071 (Triplex Pump Station)a Pump Station with 3 pumps, each at 1,700 gpm with 427 feet TDH; a Master Meter Vault; Conversion a Raw water main to Finished water main and installation of related Appurtenances:**

### Narrative Requirements:

Condition No.	Condition
T-38	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-39	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-40	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-41	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]

STEVEN L. BESHEAR  
GOVERNOR



LEONARD K. PETERS  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET**  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
DIVISION OF WATER  
200 FAIR OAKS LANE, 4TH FLOOR  
FRANKFORT, KENTUCKY 40601  
[www.kentucky.gov](http://www.kentucky.gov)

October 9, 2015

Hardin County Water District No. 1  
Attention: JBruce@hcwd.com  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Re: Nationwide Permit No.12  
Louisville Water Company Interconnect  
Transmission Main and Pump Station  
Improvements Project  
AI No.: 1673; Activity ID: APE20150005  
Salt River, Bees Branch, Unnamed Tributary to  
Bees Branch  
Jefferson & Hardin Counties, Kentucky

Dear Mr. Bruce:

This letter transmits to you a copy of our General Water Quality Certification for Nationwide Permit # 12 for Utility Backfill and Bedding for impacts associated with the proposed project that involves the installation of 16- and 24-inch water transmission pipelines, a below grade master meter vault and a packaged above ground water booster pump station. An individual Water Quality Certification is not necessary for this activity provided that this project has received the appropriate Nationwide Permit from the U.S. Army Corps of Engineers and all conditions of the attached General Water Quality Certification are met.

Although an Individual WQC is not needed, other permits from the Division of Water may be required. If this activity occurs within a floodplain, a Permit to Construct Across or Along a Stream may be required. Please contact the Floodplains Supervisor (502-564-3410) for more information. If the project will disturb one acre or more of land, or is part of a larger common plan of development or sale that will ultimately disturb one acre or more of land, a Kentucky Pollution Discharge Elimination System (KPDES) stormwater permit shall be required from the Surface Water Permits Branch. This permit requires the development of a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP must include erosion prevention and sediment control measures. Contact: Surface Water Permits Branch (SWPB) Support (502-564-3410 or [SWPBSupport@ky.gov](mailto:SWPBSupport@ky.gov))

All future correspondence on this project must reference **AI No. 1673**. If you should have any questions concerning this letter, please contact of me at [Chloe.Brantley@ky.gov](mailto:Chloe.Brantley@ky.gov) or (502) 564-3410 Extension 4863.

Sincerely,

**Chloe Brantley, Project Manager**  
401 Water Quality Certification Section  
Kentucky Division of Water

CB

Attachments

cc: Jane Archer, USACE: Louisville District (via email: [Jane.E.Archer@usace.army.mil](mailto:Jane.E.Archer@usace.army.mil))  
Hardin County Water District No. 1 (via email: [JBruce@hcwd.com](mailto:JBruce@hcwd.com))  
Kevin Brian, HDR Engineering (via email: [kevin.brian@hdrinc.com](mailto:kevin.brian@hdrinc.com))





**ENERGY AND ENVIRONMENTAL PROTECTION CABINET**

DEPARTMENT FOR ENVIRONMENTAL PROTECTION

DIVISION OF WATER

200 FAIR OAKS LANE

FRANKFORT, KENTUCKY 40601

[www.kentucky.gov](http://www.kentucky.gov)

## **General Certification--Nationwide Permit # 12 Utility Line Backfill and Bedding**

This General Certification is issued March 19, 2012, in conformity with the requirements of Section 401 of the Clean Water Act of 1977, as amended (33 U.S.C. §1341), as well as Kentucky Statute KRS 224.16-050.

For this and all nationwide permits, the definition of surface water is as per 401 KAR 10:001 Chapter 10, Section 1(80): Surface Waters means those waters having well-defined banks and beds, either constantly or intermittently flowing; lakes and impounded waters; marshes and wetlands; and any subterranean waters flowing in well-defined channels and having a demonstrable hydrologic connection with the surface. Lagoons used for waste treatment and effluent ditches that are situated on property owned, leased, or under valid easement by a permitted discharger are not considered to be surface waters of the commonwealth.

Agricultural operations, as defined by KRS 224.71-100(1) conducting activities pursuant to KRS 224.71-100 (3), (4), (5), (6), or 10 are deemed to have certification if they are implementing an Agriculture Water Quality Plan pursuant to KRS 224.71-145.

For all other operations, the Commonwealth of Kentucky hereby certifies under Section 401 of the Clean Water Act (CWA) that it has reasonable assurances that applicable water quality standards under Kentucky Administrative Regulations Title 401, Chapter 10, established pursuant to Sections 301, 302, 304, 306 and 307 of the CWA, will not be violated for the activity covered under NATIONWIDE PERMIT 12, namely Utility Line Backfill and Bedding, provided that the following conditions are met:

1. The activity will not occur within surface waters of the Commonwealth identified by the Kentucky Division of Water as Outstanding State or National Resource Water, Cold Water Aquatic Habitat, or Exceptional Waters.
2. The activity will not occur within surface waters of the Commonwealth identified as perpetually-protected (e.g. deed restriction, conservation easement) mitigation sites.
3. This general water quality certification is limited to the crossing of surface waters by utility lines. This document does not authorize the installation of utility lines in a linear manner within the stream channel or below the top of the stream bank.

**General Certification--Nationwide Permit # 12**  
**Utility Line Backfill and Bedding**  
**Page 2**

4. For a single crossing, impacts from the construction and maintenance corridor in surface waters shall not exceed 50 feet of bank disturbance.
5. This general certification shall not apply to nationwide permits issued for individual crossings which are part of a larger utility line project where the total cumulative impacts from a single and complete linear project exceed ½ acre of wetlands or 300 linear feet of surface waters. Cumulative impacts include utility line crossings, permanent or temporary access roads, headwalls, associated bank stabilization areas, substations, pole or tower foundations, maintenance corridor, and staging areas.
6. Stream impacts under Conditions 4 and 5 of this certification are defined as the length of bank disturbed. For the utility line crossing and roads, only one bank length is used in calculation of the totals.
7. Stream impacts covered under this General Water Quality Certification and undertaken by those persons defined as an agricultural operation under the Agricultural Water Quality Act must be completed in compliance with the Kentucky Agricultural Water Quality Plan (KWQP).
8. The Kentucky Division of Water may require submission of a formal application for an individual certification for any project if the project has been determined to likely have a significant adverse effect upon water quality or degrade the waters of the Commonwealth so that existing uses of the water body or downstream waters are precluded.
9. Activities that do not meet the conditions of this General Water Quality Certification require an Individual Section 401 Water Quality Certification.
10. Blasting of stream channels, even under dry conditions, is not allowed under this general water quality certification.
11. Utility lines placed parallel to the stream shall be located at least 50 feet from an intermittent or perennial stream, measured from the top of the stream bank. The cabinet may allow construction within the 50 foot buffer if avoidance and minimization efforts are shown and adequate methods are utilized to prevent soil from entering the stream.
12. Utility line stream crossings shall be constructed by methods that maintain flow and allow for a dry excavation. Water pumped from the excavation shall be contained and allowed to settle prior to re-entering the stream. Excavation equipment and vehicles shall operate outside of the flowing portion of the stream. Spoil material from the excavation shall not be allowed to enter the flowing portion of the stream.

**General Certification--Nationwide Permit # 12**  
**Utility Line Backfill and Bedding**  
**Page 3**

13. The activities shall not result in any permanent changes in pre-construction elevation contours in surface waters or wetlands or stream dimension, pattern or profile.
14. Utility line activities which impact wetlands shall not result in conversion of the area to non-wetland status. Mechanized land clearing of forested wetlands for the installation or maintenance of utility lines is not authorized under this certification.
15. Activities qualifying for coverage under this General Water Quality Certification are subject to the following conditions:
  - Erosion and sedimentation pollution control plans and Best Management Practices must be designed, installed, and maintained in effective operating condition at all times during construction activities so that violations of state water quality standards do not occur.
  - Sediment and erosion control measures, such as check-dams constructed of any material, silt fencing, hay bales, etc., shall not be placed within surface waters of the Commonwealth, either temporarily or permanently, without prior approval by the Kentucky Division of Water's Water Quality Certification Section. If placement of sediment and erosion control measures in surface waters is unavoidable, design and placement of temporary erosion control measures shall not be conducted in such a manner that may result in instability of streams that are adjacent to, upstream, or downstream of the structures. All sediment and erosion control devices shall be removed and the natural grade restored within the completion timeline of the activities.
  - Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
  - Removal of riparian vegetation shall be limited to that necessary for equipment access.
  - To the maximum extent practicable, all in-stream work under this certification shall be performed under low-flow conditions.
  - Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances in which such in-stream work is unavoidable, then it shall be performed in such a manner and duration as to minimize turbidity and disturbance to substrates and bank or riparian vegetation.

**General Certification--Nationwide Permit # 12**  
**Utility Line Backfill and Bedding**  
**Page 4**

- Any fill shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If rip-rap is utilized, it should be of such weight and size that bank stress or slump conditions will not be created because of its placement.
- If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when such work will be done.
- Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling (800) 928-2380.

Non-compliance with the conditions of this general certification or violation of Kentucky state water quality standards may result in civil penalties.



**ENERGY AND ENVIRONMENT CABINET**  
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[www.kentucky.gov](http://www.kentucky.gov)

**ATTENTION APPLICANT**

**If your project involves one or more of the following activities, you may need more than one permit from the Kentucky Division of Water.**

- \*building in a floodplain**
- \*road culvert in a stream**
- \*streambank stabilization**
- \*stream cleanout**
- \*utility line crossing a stream**
- \*construction sites greater than 1 acre**

- **Construction sites greater than 1 acre will require the filing of a Notice of Intent to be covered under the KPDES General Stormwater Permit. This permit requires the creation of an erosion control plan.**

**Contact: Surface Water Permits Branch (SWPB) Support at (502) 564-3410 or [SWPBsupport@ky.gov](mailto:SWPBsupport@ky.gov)**

- **Projects that involve filling in the floodplain will require a floodplain construction permit from the Floodplain Management Section.**

**Contact: Ron Dutta**

- **Projects that involve work IN a stream, such as bank stabilization, road culverts, utility line crossings, and stream alteration will require a floodplain permit and a Water Quality Certification from the Division of Water.**

**Contact: Andrea Keatley**

**All three contacts listed above can be reached at (502) 564-3410. A complete listing of environmental programs administered by the Kentucky Department for Environmental Protection is available from Pete Goodmann by calling (502) 564-3410.**

## GENERAL CONDITIONS FOR WATER QUALITY CERTIFICATION

1. Measures shall be taken to prevent or control spills of fuels, lubricants, or other toxic materials used in construction from entering the watercourse.
2. All dredged material shall be removed to an upland location and/or graded on adjacent areas (so long as such areas are not regulated wetlands), to obtain original streamside elevations, i.e. overbank flooding shall not be artificially obstructed.
3. In areas not riprapped or other wise stabilized, revegetation of stream banks and riparian zones shall occur concurrently with project progression. At a minimum, revegetation will approximate pre-disturbance conditions.
4. To the maximum extent practicable, all instream work under this certification shall be performed during low flow.
5. Heavy equipment, e.g. bulldozers, backhoes, draglines, etc., if required for this project, should not be used or operated within the stream channel. In those instances where such instream work is unavoidable, then it shall be performed in such a manner and duration as to minimize resuspension of sediments and disturbance to substrates and bank or riparian vegetation.
6. Any fill or riprap including refuse fill, shall be of such composition that it will not adversely affect the biological, chemical, or physical properties of the receiving waters and/or cause violations of water quality standards. If riprap is utilized, it is to be of such weight and size that bank stress or slump conditions will not be created because of its placement.
7. If there are water supply intakes located downstream that may be affected by increased turbidity and suspended solids, the permittee shall notify the operator when work will be done.
8. Removal of existing riparian vegetation should be restricted to the minimum necessary for project construction.
9. Should evidence of stream pollution or jurisdictional wetland impairment and/or violations of water quality standards occur as a result of this activity (either from a spill or other forms of water pollution), the Kentucky Division of Water shall be notified immediately by calling 800/564-2380.



STEVEN L. BESHEAR  
GOVERNOR

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LEONARD K. PETERS  
SECRETARY

## STREAM CONSTRUCTION PERMIT

### For Construction In Or Along A Stream

Issued to: **Hardin County Water District 1**  
Address: **1400 Rogersville Rd**  
**Radcliff, KY 40160**

Permit expires on  
**November 13, 2016**

Permit No. **21776**

AI: **1673**

In accordance with KRS 151.250 and KRS 151.260, the Energy and Environment Cabinet approves the application dated **October 13, 2015** for installation of **16" & 24" water pipeline including subfluvial crossings, master meter vault and water booster pump station in the floodplain of Bee Branch at about stream mile 2.3, with coordinates 37.980834, -85.962363, in Hardin County.**

There shall be no deviation from the plans and specifications submitted and hereby approved unless the proposed change shall first have been submitted to and approved in writing by the Cabinet. This approval is subject to the attached limitations. **Please read these limitations carefully!** If you are unable to adhere to these limitations for any reason, please contact this office prior to construction.

This permit is valid from the standpoint of stream obstruction only. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. Specifically if the project involves work in a stream, such as bank stabilization, dredging, relocation, or in designated wetlands, a 401 Water Quality Certification from the Division of Water will be required.

This permit is nontransferable and is not valid unless actual construction of this authorized work is begun prior to the expiration date noted above. Any violation of the Water Resources Act of 1966 as amended is subject to penalties as set forth in KRS 151.990.

If you have any questions regarding this permit, please call Sohey! Bigdeli at (502) 564-3410.

Issued November 13, 2015.

**Ron Dutta, P.E., Supervisor**  
Floodplain Management Section  
Surface Water Permit Branch

RD/SB/kec

pc: Louisville Regional Office  
Richard Ciresi – City of West Point Floodplain Coordinator  
Kevain J Brian, PE (by email)  
File



## Stream Construction Permit

Hardin Co Water District 1

Facility Requirements

Permit Number: 21776

Activity ID No.:APE20150006

Page 1 of 3

**STRC0000000015 (AI: 1673 - Water Line) installation of 16" & 24" water pipeline including subfluvial crossings, master meter vault and water booster pump station:**

### Submittal/Action Requirements:

Condition No.	Condition
S-1	Hardin County Water District No. 1 must submit final construction report: Due within 90 days after completion of construction Hardin County Water District No. 1 must notify in writing that the project has been completed in accordance with the approved plans and specifications. A Final Construction Report Form is enclosed. [401 KAR 4:060 Section 6]

### Narrative Requirements:

Condition No.	Condition
T-1	The issuance of this permit by the cabinet does not convey any property rights of any kind or any exclusive privilege. [KRS 151.250 & 401 KAR 4:060]
T-2	This permit is issued from the standpoint of stream obstruction only and does not constitute certification of any other aspect of the proposed construction. The applicant is liable for any damage resulting from the construction, operation, or maintenance of this project. This permit has been issued under the provisions of KRS Chapter 151.250 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any other permits or licenses required by this Cabinet and other state, federal and local agencies. [KRS 151.250]
T-3	A copy of this permit must be available at the construction site. [KRS 151.250]
T-4	Any work performed by or for Hardin County Water District No. 1 that does not fully conform to the submitted application or drawings and the limitations set forth in this permit, is subject to partial or total removal and enforcement actions pursuant to KRS 151.280 as directed by the Kentucky Department for Environmental Protection. [KRS 151.280]
T-5	Any design changes or amendments to the approved plans must be submitted to the Division of Water and approved in writing prior to implementation. [KRS 151.250]
T-6	Since Hardin County participates in the National Flood Insurance Program, a local floodplain permit must be obtained prior to beginning of construction. Upon completion of construction Hardin County Water District No. 1 must contact the local permitting agency for final approval of the construction for compliance with the requirements of the local floodplain ordinance. [401 KAR 4:060 Section 9(c)]

## Stream Construction Permit

Hardin Co Water District 1

Facility Requirements

Permit Number: 21776

Activity ID No.:APE20150006

Page 2 of 3

**STRC0000000015 (AI: 1673 - Water Line) installation of 16" & 24" water pipeline including subfluvial crossings, master meter vault and water booster pump station:**

### Narrative Requirements:

Condition No.	Condition
T-7	At no point below the base flood elevation 443 feet MSL shall the use of construction materials or the permanent storage of materials subject to flood damage, at the Booster Pump Station, be allowed. [401 KAR 4:060]
T-8	The permittee must obtain a Water Quality Certification (or a determination that none is required) through the Division of Water, Water Quality Branch before beginning construction. Contact the Water Quality Certification Supervisor at (502) 564-3410. [KRS 224.16-050 & Clean Water Act Section 401]
T-9	All major permanent electrical appliances at the Booster Pump Station and electric wiring below the base flood elevation, shall be protected with ground fault interrupting circuit breakers. [KRS 151.250]
T-10	Erosion prevention measures, sediment control measures, and other site management practices shall be designed, installed, and maintained in an effective operating condition to prevent migration of sediment off site. [KRS 224.70-110]
T-11	To avoid secondary adverse impacts, all materials used shall be stable and inert, free from pollutants and floatable objects, and shall meet all appropriate engineering standards. (Inert here means materials that are not chemically reactive and that will not rot or decompose, such as soil, rock, broken concrete or similar materials.). [401 KAR 4:060 Section 7]
T-12	All debris and excess material shall be removed for disposal outside of the base floodplain. [401 KAR 4:060]
T-13	The entry of mobile equipment into the stream channel shall be limited as much as reasonably possible to minimize degradation of the waters of the Commonwealth. [401 KAR 4:060]
T-14	Construction other than as authorized by this permit shall require written approval from the Division of Water. [401 KAR 4:060]
T-15	The existing stream flow shall be maintained at all times during construction using standard flow diversion or pump around methods. Cofferdams or other structures placed in the stream shall be removed immediately if adverse flooding conditions result or if a flooding event is imminent. [401 KAR 4:060 Section 4]

**Stream Construction Permit**

Hardin Co Water District 1

Facility Requirements

Permit Number: 21776

Activity ID No.:APE20150006

Page 3 of 3

**STRC0000000015 (AI: 1673 - Water Line) installation of 16" & 24" water pipeline including subfluvial crossings, master meter vault and water booster pump station:**

**Narrative Requirements:**

Condition No.	Condition
T-16	<p>A construction permit pursuant to KRS 151.250 shall not be required for a subfluvial utility or pipeline crossing provided that the construction of the crossing meets the following criteria: (1) During the construction of the crossing, no material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc., unless prior approval has been obtained from the cabinet. (2) The trench shall be backfilled as closely as possible to the original contour. All excess material from construction of the trench shall be disposed of outside of the flood plain unless the applicant has received prior approval from the cabinet to fill within the flood plain. (3) For subfluvial crossings of erodible channels, there shall be at least <del>thirty</del> (30) inches clear to the top of the pipe or conduit at all points. (4) For subfluvial crossings of nonerodible channels, there shall be at least six (6) inches of clear cover above the top of the pipe or conduit at all points, and the pipe or conduit shall be encased on all sides by at least six (6) inches of concrete. (5) The weight of a pipe and its contents during normal operating conditions at all points must exceed that of an equal volume of water, or the applicant must provide the division with sufficient information to show that the pipe and joints have sufficient strength. [401 KAR 4:050 Section 2]</p>



## **TRANSPORTATION CABINET**

**Steven L. Beshear**  
Governor

Department of Highways District 5 Office  
8310 Westport Road  
Louisville, KY 40242-3042  
(502) 210-5400

**Mike Hancock**  
Secretary

December 17, 2014

Louisville Water Company  
550 S. 3<sup>rd</sup> Street  
Louisville, KY 40202  
Attn: Andy Williams, Jim Smith

Permit #05-2014-00914, 05-2014-00585

Your application for an encroachment permit has been approved by the Department of Highways. We are returning two (2) copies of the approved permit. One copy of the permit is for your record and files, the other is to be on the work site at all times. Failure to have this permit at the site could result in a stop-work order by the Department of Highways.

The "Manual on Uniform Traffic Control Devices" (MUTCD) is the accepted national standard for all traffic control. All traffic control measures used must be in compliance with the MUTCD.

Please contact this office if you have any questions.

Sincerely,

Jason Richardson  
District 5 Permits Supervisor



An Equal Opportunity Employer M/F/D

NOTICE OF COMPLETION OF ENCROACHMENT PERMIT WORK

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

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Applicant Identification

Project Identification

Name: Louisville Water Company

Permit: 05-2014-00585

Contact: Jim Smith

County: Jefferson

Address: 550 S. 3<sup>rd</sup> Street

Route# US31W

City: Louisville

Name: US31W

State: KY

Milepoint: 0.6

Zip: 40202

Telephone: 502-569-3600

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

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Applicant

Please Return To:

Department of Highways  
District 5 Louisville  
8310 WESTPORT RD  
Louisville, Ky. 40242

Attention:

Traffic Engineering and Permits



Kentucky Transportation Cabinet  
Department of Highways  
Permits Branch

TC 99-1 (A)  
8/2012  
Page 1 of 4

APPLICATION FOR ENCROACHMENT PERMIT

Permittee Information		KYTC No. 05-2014-00585	
Name	Louisville Water Company	Permit Information	
Address	550 South Third Street	Address	Katherine Station Rd & Dixie Hwy
City	Louisville	City	Louisville
State	KY	State	KY
Zip	40202	Zip	40272
Phone#	(502) 569-3600	County	Jefferson
Contact	Jim Smith	Route No.	US 31 W
Phone	502-569-3600	Mile-Point	0 to 0.6
Email	jsmith@lwcky.com	Longitude (X)	85.93697 ~ -85.93921
Contact		Latitude (Y)	38.00579 ~ 38.00421
Phone		Information below to be filled out by KYTC	
Email		<input type="checkbox"/> Air Right	<input type="checkbox"/> Entrance
		<input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Other:
		<input type="checkbox"/> Left	<input checked="" type="checkbox"/> Right
		<input type="checkbox"/> Full	<input type="checkbox"/> Partial
		<input type="checkbox"/> X-ing	<input checked="" type="checkbox"/> by Permit

RECEIVED

JL 16 2014

D-5  
Traffic & Permits

General Description of Work:

Parallel encroachments along right-of-way for the construction of 24" water main and undercrossing of Salt River. Transmission main route is located along Dixie Highway (US 31W). See attached water main construction plans, traffic control plan and undercrossing of Salt River.

-85.94122 38.00188

THE UNDERSIGNED PERMITTEE(s) (being duly authorized representative(s) or owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS ON THE TC 99-1 (A).

Signature

Date

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



## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agrees to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.





### APPLICATION FOR ENCROACHMENT PERMIT

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_ subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, shall defend, protect, indemnify and save harmless the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.



### APPLICATION FOR ENCROACHMENT PERMIT

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.



### ENCROACHMENT PERMIT

**KEPTS No.:** 05-2014-00585

**Permittee:** LOUISVILLE WATER CO.(JIM SMITH)

**Latitude:** SEE FRONT PAGE OF PERMIT

**Longitude:** SEE FRONT PAGE OF PERMIT

**Completion Date:** 1/1/2016

Coordinates provided on the TC 99-1(B) are the approved location for this permit.

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	\$3,000.00	
Payment Bond		
Liability Insurance		

*1/18/2014*  
This permit has been:

APPROVED ☒ DENIED ☐

*Jan Richardson* *TE Supervisor*  
NAME TITLE

*Jan Biland* *11/20/14*  
SIGNATURE DATE

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



## ENCROACHMENT PERMIT GENERAL NOTES & SPECIFICATIONS

Permit No. \_\_\_\_\_

### I. SAFETY

#### A. General Provisions

- ☒ All signs and control of traffic shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, latest edition, Part VI, and safety requirements shall comply with the Permits Manual.
- ☒ All work necessary in shoulder or ditch line areas of a state highway shall be scheduled to be promptly completed so that hazards adjacent to the traveled way are kept to an absolute minimum.
- ☒ No more than one (1) traveled-lane shall be blocked or obstructed during normal working hours. All signs and flaggers during lane closure shall conform to the Manual on Uniform Traffic Control Devices.
- ☒ When necessary to block one (1) traveled-lane of a state highway, the normal working hours shall be as directed by the Department. No lanes shall be blocked or obstructed during adverse weather conditions (rain, snow, fog, etc.) without specific permission from the Department. Working hours shall be between 9:00 am and 3:00 pm.
- ☒ The traveled-way and shoulders shall be kept clear of mud and other construction debris at all times during construction of the permitted facility.
- ☒ No nonconstruction equipment or vehicles or office trailers shall be allowed on the right of way during working hours.
- ☒ The right of way shall be left free and clear of equipment, material, and vehicles during non-working hours.

#### B. Explosives

- ☒ No explosive devices or explosive material shall be used within state right of way without proper license and approval of the Kentucky Department of Mines and Minerals, Explosive Division.

#### C. Other Safety Requirements

- ☒ All pavement cuts shall be plated during non-working hours (See pg. 6 of 6). Permit does not relieve the applicant of the obligations of item 6, TC 99-1 page 2 or item A TC 99-21, page 1 of 6. Any Traffic Loops damaged during installation shall be repaired by the contractor immediately.

### II. UTILITIES \* Applies to Fully Controlled Access Highways ONLY

- ☐ \*All work necessary within the right of way shall be performed behind a temporary fence erected prior to a boring operation.
- ☐ \*The temporary woven wire fence shall be removed immediately upon completion of work on the right of way, and the control of access immediately restored to original condition, in accordance with applicable Kentucky Department of Highways Standard Drawings.
- ☐ \*All vents, valves, manholes, etc., shall be located outside of the right-of-way.
- ☐ \*Encasement pipe shall extend from right-of-way line to right-of-way line and shall be one continuous run of pipe. The encasement pipe shall be welded at all joints.
- ☐ The boring pit and tail ditch shall extend past the existing toe of slope or bottom of ditch line and shall be a minimum of 42 inches deep.

Permit No. \_\_\_\_\_

## II. UTILITIES (Continued)

- ☐ Encasement pipe shall conform to current standards for highway crossings in accordance with the Permits Manual.
- ☒ Parallel lines shall be constructed between back slope of ditch line and right-of-way line and shall have a minimum of 30-inch cover above top of pipe or conduit.
- ☒ All pavement cuts shall be restored per Kentucky Transportation Cabinet form TC 99-13.
- ☐ Aerial crossing of this utility line shall have a minimum clearance of \_\_\_\_\_ feet from the high point of the roadway to the low point of the line (calculated at the coefficient for expansion of 120 degrees Fahrenheit).
- ☒ The 30-foot clear zone requirement shall be met to the extent possible in accordance with the Permits Manual.
- ☒ Special requirements:

Compaction and grading of backfill shall be to Kentucky Transportation Cabinet Standard Specifications. The entire project area shall be restored to original or better conditions. Seal all joints formed by pavement repair with Kentucky Transportation Cabinet approved sealant.

## III. GENERAL

### A. OSHA

- ☒ Kentucky Occupational Safety and Health Standards for the construction industry, which has the effect of law, states in part: (Page 52, 1926.651, Specific Excavation Requirements) "Prior to opening an excavation, effort shall be made to determine whether underground installations, (sewer, telephone, water, fuel, electric lines, etc.) will be encountered, and if so, where such underground installations are located. When the excavation approaches the estimated location of such an installation, the exact location shall be determined, and when it is uncovered, proper supports shall be provided for the existing installation. Utility companies shall be contacted and advised of proposed work prior to the start of actual excavation."

### B. Archaeological

- ☒ Whenever materials of an archaeological nature are discovered during the course of construction work or maintenance operations, contact shall be made immediately with the Division of Environmental Analysis, which maintains an archaeologist on staff, or with the Office of the State Archaeologist located at the University of Kentucky. Following this consultation, further action shall be decided on a case-by-case basis by the State Highway Engineer or the Transportation Planning Engineer or their designated representative.

### C. Utilities in the Work Areas

- ☒ The permittee shall be responsible for any damage to existing utilities, and any utility modifications or relocations within state right of way necessary, as determined by the Department or by the owner of the utility, shall be at the expense of the permittee and subject to the approval of the Department.
- ☒ All existing manholes and valve boxes shall be adjusted to be flush with finished grade.

### D. Environmental

- ☒ If the activity to which this permit relates disturbs one acre or more of land, you must obtain a KPDES KYR10 permit.

#### Websites

<http://www.water.ky.gov/permitting/wastewaterpermitting/KPDES/storm/>

Inspectors for KPDES KYR10 at [www.KEPSC.org](http://www.KEPSC.org)

Permit No. \_\_\_\_\_

#### IV. RIGHT OF WAY RESTORATION

- ☒ All disturbed portions of the right of way shall be restored to grass as per Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition). A satisfactory turf, as determined by the Department, shall be established by the permittee prior to release of indemnity. Sodding or seeding shall be as follows:

Lawn or High Maintenance Situation

70% Lawn Fescue (e.g., variety - Falcon)  
30% Bluegrass or

70% Lawn Rye (e.g., variety - Derby)  
30% Bluegrass

Right of Way Lawn Maintenance Situation

70% KY 31 Fescue  
30% Perennial Rye Grass or

100% KY Fescue

- ☐ Two tons of clean straw mulch per acre of seeding.
- ☒ Prior to seeding, the ground shall be prepared in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- ☐ Substitutes for sod such as artificial turf, rocked mulch, or paved areas may be acceptable if they are aesthetically pleasing.
- ☒ All ditch-flow lines and all ditch-side slopes shall be sodded.
- ☒ Existing concrete right of way markers shall not be disturbed, but if damaged in any way, they shall be entirely replaced by the permittee, with new concrete markers to match the original markers, in accordance with Kentucky Department of Highways Standard Drawings. Markers that are entirely removed shall be re-established in the proper locations by the permittee and to the satisfaction of the Department.

- ☒ Other right of way restoration requirements are as follows:

Ditchline shall be maintained throughout the project at all times. Upon completion of the project, all culverts and crossdrains shall be cleaned, and ditches graded to drain. All disturbed areas of right of way shall be sodded or seeded and covered with approved erosion control blanket.

#### V. DRAINAGE

- ☐ All pipe shall be laid in a straight alignment, to proper grades, and with all materials and methods of installation including bedding and joint sealing in accordance with Department Standard Specifications for Road and Bridge Construction (latest edition). Pipe shall not be covered until inspected by the Department and express permission obtained to make backfill.
- ☐ All gutter lines at the base of new curbs shall be on continuous grades, and pockets of water along with curbs or in entrance areas or other paved areas within the right of way shall not be acceptable.
- ☐ All drainage structures and appurtenances (manholes, catch basins, curbing, inlet basins, etc.) shall conform to Department specifications and shall be constructed in accordance with the Department Standard Drawings. Type required:



Permit No. \_\_\_\_\_

## VI. Paving

- ☐ No bituminous pavement shall be installed within the right of way between November 15 and April 1, nor when the temperature is below 40 degrees Fahrenheit, without the express consent of the Department. No bituminous pavement shall be installed when the underlying course is wet.
- ☐ Paving within the right of way shall be as follows:
  - ☐ Base (Type) \_\_\_\_\_ (Thickness) \_\_\_\_\_
  - ☐ Surface Base (Type) \_\_\_\_\_ (Thickness) \_\_\_\_\_
  - ☐ Finished Surface (Type) \_\_\_\_\_ (Thickness) \_\_\_\_\_
- ☐ Existing pavement and shoulder material shall be removed to accommodate the above paving specifications.
- ☐ The finished surface of all new pavement within the right of way shall be true to the required slope and grade, uniform in density and texture, free of irregularities, and equivalent in riding qualities to the adjacent highway pavement or as determined by the Department of Highways.
- ☐ All materials and methods of construction, including base and subgrade preparation, shall be in accordance with Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- ☐ 24 hours notice to the Department is required prior to beginning paving operations.  
Phone: \_\_\_\_\_ Name: \_\_\_\_\_
- ☐ To ensure proper surface drainage, the new pavement shall be flush with the edge of existing highway pavement and shall slope away from the existing edge of the pavement as specified in drawings.
- ☐ Existing edge of pavement shall be saw-cut to provide a straight and uniform joint for new pavement. An approved joint sealer, in accordance with Kentucky Department of Highways Standard Specifications (latest edition), shall be applied between new and existing pavements.

## VII. SIDEWALKS SPECIFICATIONS \*This dimension should be equal to the width of the sidewalk.

### A. New Sidewalks

- ☐ Sidewalks shall be constructed of Class A concrete (3,500 p.s.i. test), shall be \*\_\_\_\_\_ feet in width, 6 inches in thickness across the bituminous entrance, and 4 inches in thickness across the remaining sections.
- ☐ Sidewalks shall have tooled joints not less than 1 inch in depth at four foot intervals\*, and 1/2 premolded expansion joints extending entirely through the sidewalk at intervals not to exceed 50 feet.
- ☐ All materials and methods of construction, including curing, shall be in accordance with the Kentucky Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).

### B. Existing Sidewalks

- ☐ (Applicable if existing sidewalks are being relocated) Use of the sidewalk shall not be blocked or obstructed, and a usable walkway shall be maintained across the construction area at all times.
- ☐ All damaged sections of the sidewalks shall be entirely replaced to match existing sections.



**VIII. DENSE GRADED SHOULDERS**

- ☐ Any existing dense-graded aggregate shoulders in the entire frontage within the construction area, which have been disturbed or damaged or on which dirt has been placed or mud has been deposited or tracked, shall be restored to original condition by removal of all contaminated material and replaced to proper grade with new dense-graded aggregate.
- ☐ All new aggregate shoulders as specified in the plan shall consist of 5 inches of compacted dense-graded aggregate, 2<sup>1</sup>/<sub>2</sub> pounds per square yard of calcium chloride.
- ☐ All dense-graded aggregate shoulders shall slope away from the new edge of pavement at the rate of 3/4 inch per foot.

**IX. CURBING****A. Bituminous Curbs**

- ☐ Bituminous concrete curbs shall be given a paint coat of asphalt emulsion.
- ☐ The surface under the bituminous concrete curb shall be tacked with asphalt emulsion.
- ☐ All bituminous concrete curbs shall be constructed of a Class I bituminous concrete mixture as specified by official Department of Highways specifications.
- ☐ All bituminous curbs shall be rolled curb, with a minimum base width of 8 inches and a minimum height of \_\_\_\_\_ inches. The top of the curb shall be constructed in such a manner as to guarantee a uniform rolled effect throughout the entire run.

**B. Concrete Curbs**

- ☐ All curbs or curb and gutter shall be constructed of Class A concrete (3,500 p.s.i. test) and shall be uniform in height, width, and alignment, true to grade, and satisfactory in finish and appearance as determined by the Department. All materials and methods of construction, including curing, shall be in accordance with Department of Highways Standard Specifications for Road and Bridge Construction (latest edition).
- ☐ All concrete curbs shall be 6 inches in width, extend \_\_\_\_\_ inches above finished grade and 12 inches below finished grade, with all visible edge rounded to 1/2 inch radii.
- ☐ All concrete curbs shall have expansion joints constructed at intervals of not more than 30 feet, and 1/2 inch premolded expansion joint material (cut to conform to the curb or to the curb and gutter section) shall be used in each expansion joint.
- ☐ The last \_\_\_\_\_ feet of all concrete curbs are to be tapered down to finished grade.

Permit No. \_\_\_\_\_

**X. RIGHT-OF-WAY FENCE REPLACEMENT**

- ☐ The replacement fence shall be a height of at least 48 inches and shall be of sufficient density to contain all animals (if applicable).
- ☐ The replacement fence shall be a minimum of 1 foot and a maximum of 2 feet outside the right-of-way line.
- ☐ The fence materials and design shall meet accepted industry standards and be treated as paintable.
- ☐ The permittee shall be required to maintain the fence in a high state of repair.
- ☐ The existing fence shall be removed by permittee and stored at the Department's maintenance storage yard for future reuse by the Department.
- ☐ The control of access shall not be diminished as a result of replacement of the fence.

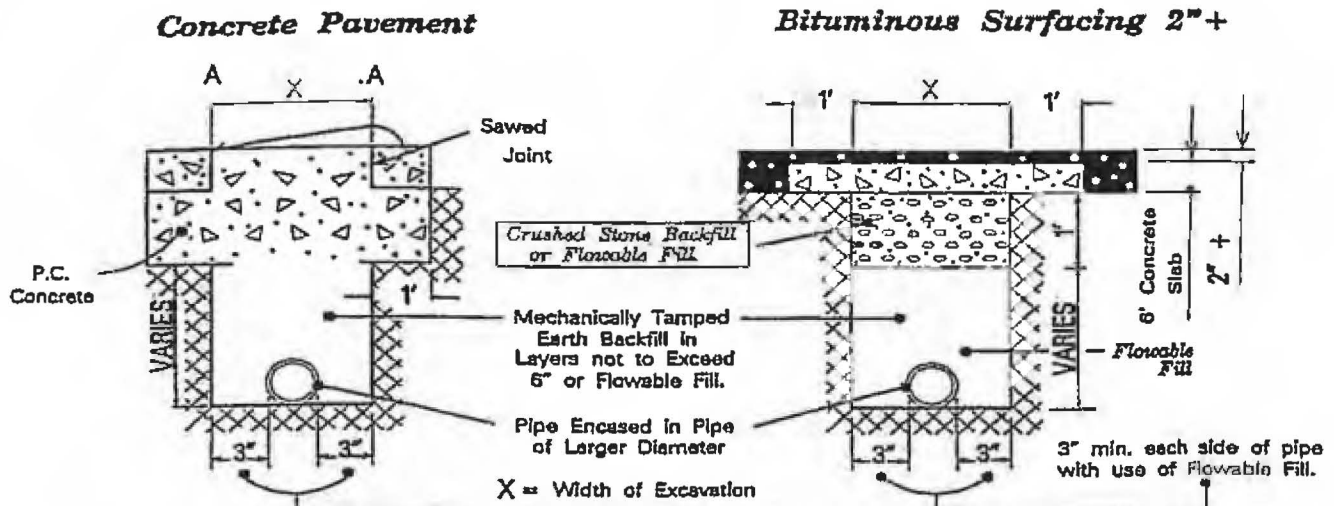
☒ **Miscellaneous:**

Plates for pavement cuts shall be recessed from November 1 through April 1. Any plates not recessed during this time period must be reported to this office, so as to alert the snow crews.

**NOTICE TO PERMITTEE**

THE PERMITTEE AGREES THAT ALL WORK WITHIN THE EXISTING RIGHT OF WAY SHALL BE DONE IN ACCORDANCE WITH THE PLANS AS APPROVED AND PERMITTED BY AN ENCROACHMENT PERMIT. ANY CHANGES OR VARIANCES MADE AT THE TIME OF CONSTRUCTION WITHOUT WRITTEN APPROVAL FROM THE DEPARTMENT OF HIGHWAYS SHALL BE REMOVED BY THE PERMITTEE AT NO EXPENSE TO THE DEPARTMENT OF HIGHWAYS AND SHALL BE REDONE BY THE PERMITTEE TO CONFORM WITH THE APPROVED PLANS.

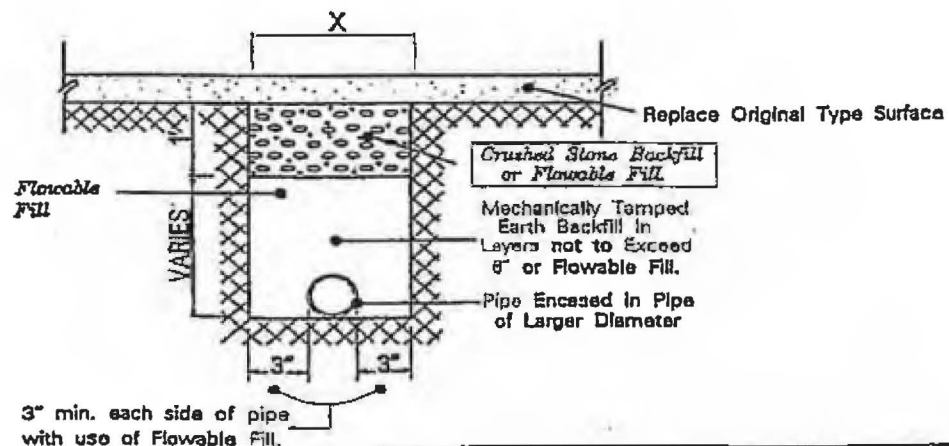
## SURFACE RESTORATION METHODS



*Replace Concrete Pavement with new pavement same thickness of existing pavement.*

*Replace Bituminous Pavement with same type and depth as existing pavement.*

### Bituminous Surface Less Than 2" & Traffic Bound Macadam



#### NOTE:

1. Distance From points "A" (Concrete Pavement) to nearest joint or break in pavement must be six (6) feet or more. If less than six (6) feet, remove pavement to joint or break and replace entire slab.
2. Concrete slab under Bituminous Surface to extend twelve (12) inches on each side of trench.
3. An approved joint sealer to be applied between new and existing pavement.

#### KENTUCKY TRANSPORTATION CABINET

#### Department of Highways

Methods of Surface Restoration Due to  
Open trench Pipe Installation



### ENCROACHMENT PERMIT

**PTS No.:** A04-2014-00190

**Permittee:** Hardin County Water District #1

**Latitude:** 38.001005

**Longitude:** -85.942418

**Completion Date:** 7/1/2015

Coordinates provided on the TC 99-1(B) are the approved location for this permit

Indemnities		
Type	Amount Required	Tracking Number
Performance Bond	0	
Payment Bond	0	
Liability Insurance	0	

This permit has been:

APPROVED ☒

DENIED ☐

Kevin Blain

Permit Section Supervisor

**NAME**

**TITLE**

Kevin Blain

6/19/2014

**SIGNATURE**

**DATE**

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



Kentucky Transportation Cabinet  
Department of Highways  
Permits Branch

TC 99-1 (A)  
8/2012  
Page 1 of 4

APPLICATION FOR ENCROACHMENT PERMIT

<b>Permittee Information</b>		KYTC No. <b>04-2014-00190</b>	
Name	Hardin County Water District No. 1	<b>Permit Information</b>	
Address	1400 Rogersville Rd	Address	Dixie Hwy
		City	West Point
City	Radcliff	State	KY Zip 40177
State	KY Zip 40160	County	Hardin
Phone#	(270)351-3222	Route No.	US 31 W Mile-Point 0 to 35.5 <b>37.303</b>
Contact	Daniel Clifford	Longitude (X)	38.001036, 37.979108 <b>-85.9424</b>
Phone	270-351-3222 Cell 270-268-4090	Latitude (Y)	-85.942426, -85.962022 <b>38.0010</b>
Email	DClifford@hcwd.com	<b>Information below to be filled out by KYTC</b>	
Contact		<input type="checkbox"/> Air Right	<input type="checkbox"/> Entrance
Phone	Cell	<input checked="" type="checkbox"/> Utilities	<input type="checkbox"/> Other: <b>Boer</b>
Email		<input type="checkbox"/> Left	<input type="checkbox"/> Right <input checked="" type="checkbox"/> X-ing
		Access: <input type="checkbox"/> Full	<input type="checkbox"/> Partial <input checked="" type="checkbox"/> by Permit

General Description of Work:

Various perpendicular roadway crossings via bore and jack with steel encasement pipe and various parallel encroachments along right-of-way for the construction of 16"/20"/24" water main. Transmission main routes are located along Dixie Highway (US 31W) and Main Street (US 31W Business). See attached water main construction plans and maintenance of traffic control plans.

THE UNDERSIGNED PERMITTEE(s) (being duly authorized representative(s) or owner(s)) DO AGREE TO ALL TERMS AND CONDITIONS ON THE TC 99-1 (A).

Signature

Date

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



## APPLICATION FOR ENCROACHMENT PERMIT

### TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.
2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.
3. **INDEMNITY:**
  - A. **PERFORMANCE BOND:** The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
  - B. **PAYMENT BOND:** At the discretion of the department, a payment bond will be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
  - C. **LIABILITY INSURANCE:** Liability insurance will be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
  - D. It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.
4. A copy of this application and all related documents making up the approved permit will be given to the applicant and shall be made readily available for review at the work site at all times.
5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.
6. Permittee, its successors and assigns, shall comply with and agrees to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.
7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.
8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, and/or add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, and/or other corrective measures must be completed will be specified in the notice.



### APPLICATION FOR ENCROACHMENT PERMIT

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns, and/or the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), \_\_\_\_\_, hereby consent to the granting of the permit requested by the applicant along Route \_\_\_\_\_, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) \_\_\_\_\_, subscribed and sworn by \_\_\_\_\_, on this date \_\_\_\_\_.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agrees as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department may and shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.





### **APPLICATION FOR ENCROACHMENT PERMIT**

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agrees to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.



May 27, 2014

Kentucky Transportation Cabinet  
Department of Highways, District 4  
634 East Dixie, P.O. Box 309  
Elizabethtown, KY 42702

Attention: Mr. Charles E. Mason, Sr.  
District Utilities Agent

Re: **LWC Interconnect Transmission Main  
Encroachment Permit Package (Hardin County)**

Dear Charles,

Please find attached the following documents for your review and approval.

- Application for Encroachment Permit
- Water Main Construction Plans
- Traffic Control Plans
- Waterline Standard Details

Notes have been added to the transmission main plans and traffic control plans to address special requirements discussed at our review meeting. These notes address water main installation along the shoulder of Dixie Highway, restricted work hours and maintenance of traffic for lane and shoulder closures.

The encroachment permit and any special provisions issued by KYTC will be included with the Special Conditions of the Contract Documents.

Should you have any questions or need any additional information please give me a call at 502-909-3241.

Sincerely,

Kevin J. Brian, PE  
Project Manager

Copy: Mr. Daniel Clifford/HCWD1  
Mr. Robert Rogers/KYTC D5

hdrinc.com

401 West Main Street, Suite 500  
Louisville, KY 40202-2936  
T 502.909.3234 F 502.909.3235

**From:** [Mason, Charles \(KYTC-D04\)](#)  
**To:** [Brian, Kevin](#)  
**Subject:** Permit Entrance Request  
**Date:** Monday, December 01, 2014 12:24:00 PM  
**Attachments:** [westport entrance.pdf](#)

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Mr. Brian – the entrance request submitted last week for LWC water line in Westpoint has been added to the existing permit for Hardin County Water.

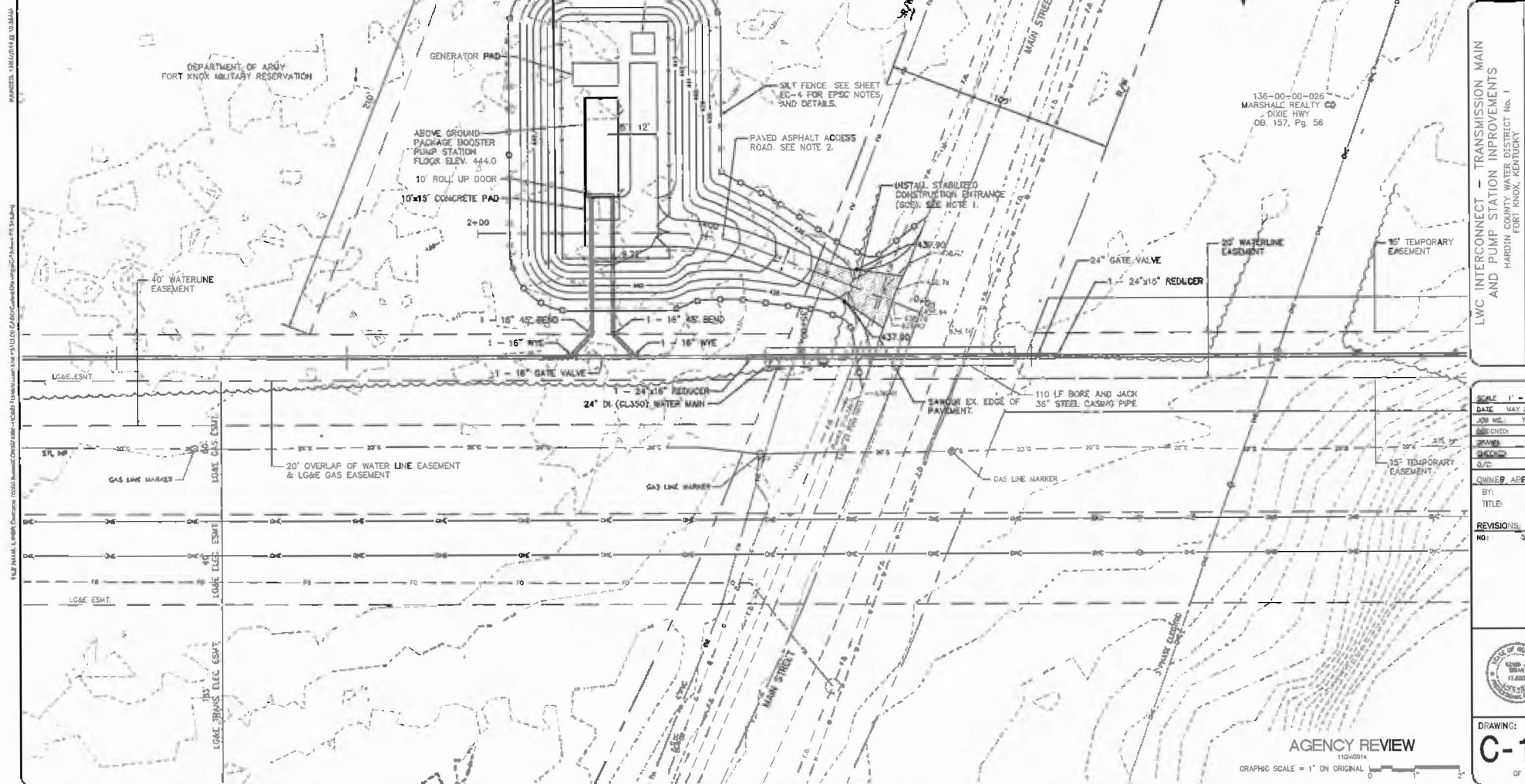
Charles E. Mason Sr.  
Utilities Agent  
District 4 Permits  
634 East Dixie  
PO Box 309  
Elizabethtown, Ky. 42702  
270-766-5066 Ext 235

***Humility is to make a right estimate of one's self - C.H.  
Spurgeon***

100YR FLOOD ELEV. 44.32  
PER FEMA MAP #21093C0030D  
AUGUST 18, 2007

## NOTES.

1. INSTALL SCE TO THE LIMITS SHOWN. FOR INSTALLATION SEE DETAIL SHEET EC-4. AT A MINIMUM THE SCE MATERIAL SHALL INCLUDE UNDERLYING GEOTEXTILE FABRIC AND 6" OF COURSE AGGREGATE NO. 3 STONE
2. ASPHALT PAVED ENTRANCE AND ACCESS ROAD PAVEMENT THICKNESS SHALL BE: 6" NO. 3 CRUSHED STONE, 6" DGA, 3-1/2" ASPHALT BASE AND 1-1/4" ASPHALT COURSE.



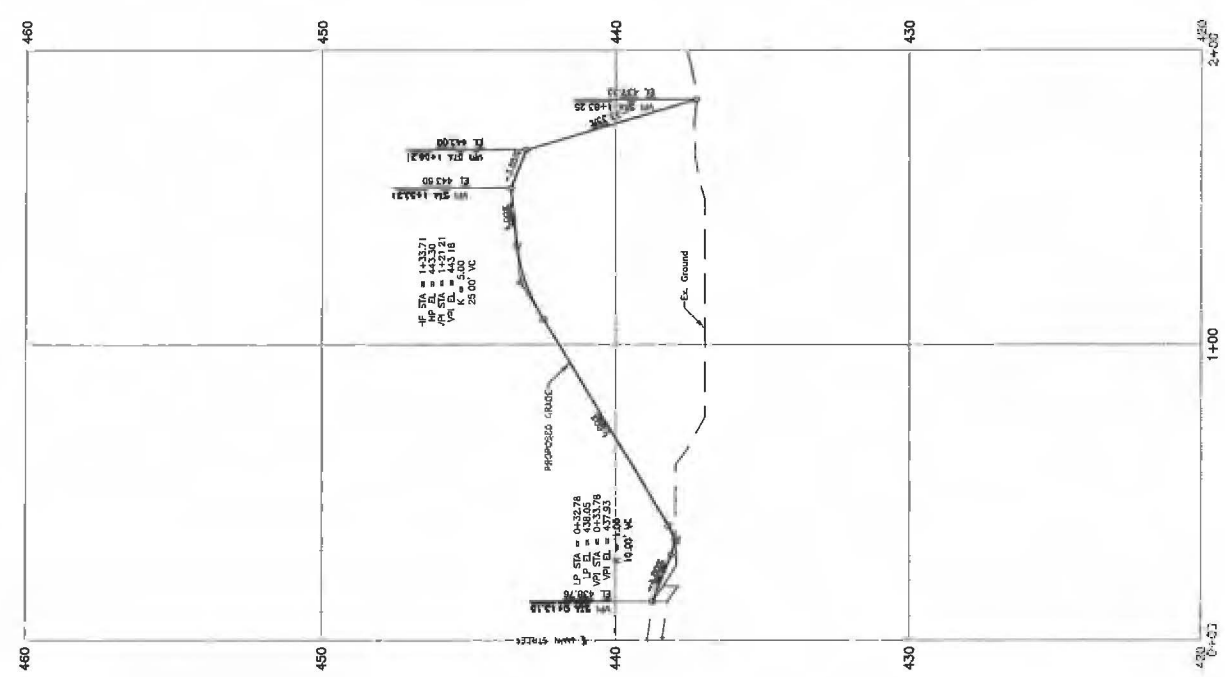
Call 1-800-421-0000 for more information.

LWC INTERCONNECT - TRANSMISSION MAIN  
AND PUMP STATION IMPROVEMENTS

SCALE 1" = \_\_\_\_\_  
DATE MAY 19 1968  
JOB NO. 1000  
DESIGNED: \_\_\_\_\_  
DRAFTER: \_\_\_\_\_  
CHECKED: \_\_\_\_\_  
O.C. \_\_\_\_\_  
OWNER'S APPROVAL: \_\_\_\_\_  
BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_  
NO. \_\_\_\_\_



DRAWING:  
C-1  
OF





KHC 436F7  
REVIEWED 3-23-15

**KENTUCKY HERITAGE COUNCIL COVER SHEET  
FOR SECTION 106 REVIEW AND COMPLIANCE**

When federal (and some state) funds, permits or approvals are needed for a project, regulations such as 36 CFR Part 800 require agencies or their delegates to consult with the Kentucky Heritage Council/State Historic Preservation Office regarding the project's potential effects on historic properties. To facilitate our review, please provide the following information and applicable attachments. Our office will generate a response within 30 days of receipt. Incomplete submissions may result in review delays.

**SECTION 1: APPLICANT INFORMATION**

**Project Sponsor or Applicant:** Hardin County Water District No. 1

**Contact Person (name & position):** Kevin Brian, Project Manager, HDR Engineering

**Telephone:** 502-909-3241

**E-mail:** kevin.brian@hdrinc.com

**Project Title:** LWC Interconnect - Transmission Main and Pump Station Improvements

**SECTION 2: AGENCY INFORMATION**

**Funding/Permitting Agency:** Army Corps of Engineers

**Agency Contact Person (name & position):** Jane Archer

**Telephone:** 502-315-6682

**E-mail:** jane.e.archer@usace.army.mil

**SECTION 3: PROJECT LOCATION**

**E911 Street Address (or other description):** Along Dixie Highway (US 31W), West Point, KY; See attached USGS map

**City/Township:** West Point

**County:** Jefferson and Hardin

**Latitude:** 38d0m3s

**Longitude:** 85d56m31s

**SECTION 4: PROJECT TYPE (please check all that apply)**

**Proposed Activity:** ☐ Demolition ☐ Rehabilitation ☐ Structural Relocation ☐ Trails

☐ New Construction ☐ Land and/or Building Acquisition ☒ Sewer/Water Lines ☐ Roads/Bridges

☐ Non-Construction Planning/Refinancing ☒ Other (describe): Pump Station

**SECTION 5: IDENTIFICATION OF KNOWN HISTORIC PROPERTIES**

**KHC Preliminary Site Check #:**

**IOSA Preliminary Site Check #:**

**If your project involves ground disturbance, has the site been previously disturbed?**

☒ Yes (describe in detail below) ☐ No

The proposed waterlines and pump station will be constructed inside city and state road right-of-ways and along existing utility corridors (gas, OH electric, fiber optic, water) that have previously been disturbed. Along Fort Knox property easements have been obtained from FK/COE.

**Is there anything over 50 years of age in or visible from the project location?** ☒ Yes ☐ No

**SECTION 6: ATTACHMENTS**

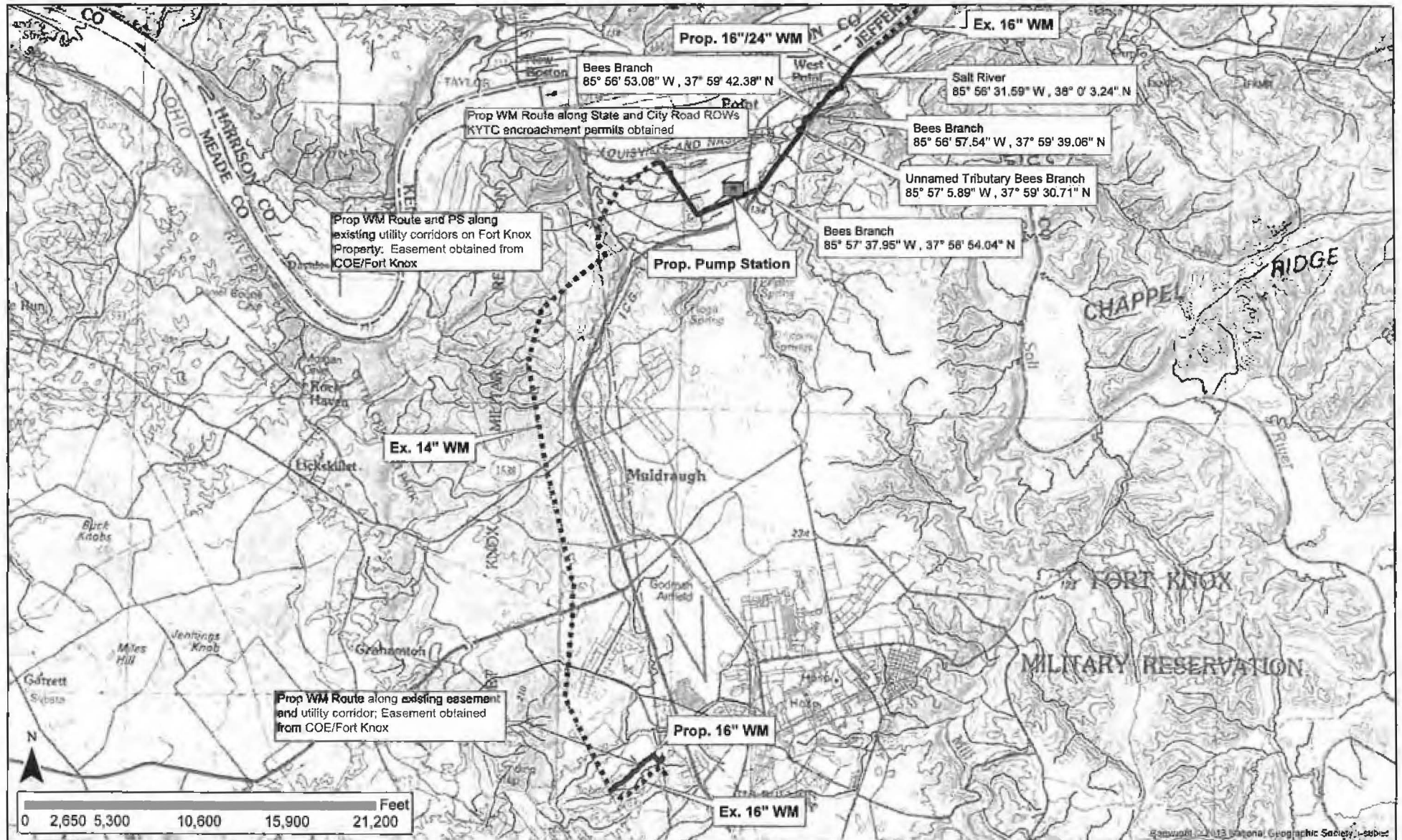
Please attach the following documentation as applicable. All documentation should be labeled with the project name or site address.

- ☒ Clear, current photographs of the project site and anything over 50 years of age in or visible from it.
- ☒ Site map/plan indicating the exact location and boundaries of the project area.
- ☒ Detailed description of the project (may include plans, scope of work, and other available information.)
- ☒ Documentation of prior ground disturbance (e.g. maps, photographs, underground utility plans, etc.)
- ☒ Any known information about the history/use of the property and local significance.

We are unable to accept electronic submissions at this time. Please submit all information to **Craig Potts, Executive Director/SHPO, Kentucky Heritage Council, 300 Washington St., Frankfort, KY 40601.**

**Concur**  
**No Effect on Historic Properties**  
by Craig Potts Date 4-2-15  
Kentucky State Historic Preservation Office







DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P. O. BOX 59  
LOUISVILLE KY 40201-0059

October 28, 2013

Real Estate Division  
Military Branch

Hardin County Water District No. 1  
ATTN: Mr. Jim Bruce  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Dear Mr. Bruce:

Enclosed is a fully executed original easement for Department of the Army Easement No. DACA27-1-13-466. This easement is for the construction, maintenance and operation of a transmission water main, pump station and access road over approximately 1 acres of land at Fort Knox, Kentucky.

The payment of \$24,100 for the twenty-five (25) year term of the easement has been received by this office. The term of the easement begins 1 October 2013 and ends 30 September 2038. If the easement is recorded, please supply this office with a copy of the recorded document.

Thank you for your cooperation with this matter. If you have any questions, please contact me at 502-315-6990 or [karla.b.wright@usace.army.mil](mailto:karla.b.wright@usace.army.mil).

Sincerely, '

Karla B. Wright  
Realty Specialist  
Real Estate Division

DEPARTMENT OF THE ARMY  
EASEMENT FOR PIPELINE RIGHT-OF-WAY  
LOCATED ON  
FORT KNOX MILITARY RESERVATION  
HARDIN COUNTY, KENTUCKY

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2669, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to: **HARDIN COUNTY WATER DISTRICT NO. 1**, hereinafter referred to as the grantee, an easement for the construction, maintenance and operation of a transmission water main (40 feet wide X 7,430 feet long), pump station, and access road over approximately 1 acre of land, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A", hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of twenty-five (25) years, beginning on 1 October 2013 and ending on 30 September 2038.

**2. CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount **TWENTY-FOUR THOUSAND ONE HUNDRED DOLLARS AND NO CENTS (\$24,100.00)** in full for the term hereof to the order of USAED, Louisville District and delivered to USACE, ATTN: CELRL-REM, Room 137, P.O. Box 59, Louisville, KY 40201-0059.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

### **3. NOTICES**

All notices to be given pursuant to this easement shall be addressed, if to the grantee, to Hardin County Water District No. 1, 1400 Rogersville Road, Radcliff, Kentucky 40160, and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Post Office Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, Fort Knox, Kentucky, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

## **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

## **8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

## **9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government work, to make inspections, to remove timber or other material, except property of the grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

## **12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

## **14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

## **15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.



## **16. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **17. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

## **18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.



## **19. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed. Grantee shall be liable for any and all damages to historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity.

## **20. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

## **21. RESTORATION**

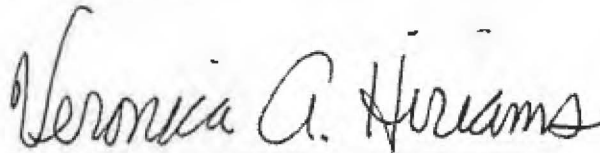
On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

## **22. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

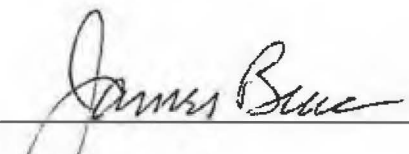
**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 27<sup>th</sup> day of September, 2013.



**VERONICA A. HIRIAMS**  
REAL ESTATE CONTRACTING OFFICER  
LOUISVILLE DISTRICT, CORPS OF ENGINEERS

**THIS EASEMENT** is also executed by the grantee this 19<sup>TH</sup> day of SEPTEMBER, 2013.

**HARDIN COUNTY WATER DISTRICT NO. 1**

BY: 

TITLE: GENERAL MANAGER

CITY OF WEST PO

Proposed Water Line Easement

FORT KNOX MILITARY RESERVATION BOUNDARY

US 31W

Exhibit A

Exhibit A



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P. O. BOX 59  
LOUISVILLE KY 40201-0059

June 16, 2014

Real Estate Division  
Military Branch

Hardin County Water District No. 1  
ATTN: Mr. Jim Bruce  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Dear Mr. Bruce:

This office has received the request of the Hardin County Water District to replace the original Exhibit "A" to Department of the Army Easement No. DACA27-1-13-446. This action has been coordinated with the Director of Public Works for Fort Knox Military Reservation. There are no objections from Fort Knox and this office to replace the original Exhibit "A" with the attached Exhibit "A" Revised 01/02/14.

Please provide this office with a recorded copy of the Easement document, should it be recorded at county clerk's office.

If you have any questions, please contact me at 502-315-6990 or [karla.b.wright@usace.army.mil](mailto:karla.b.wright@usace.army.mil).

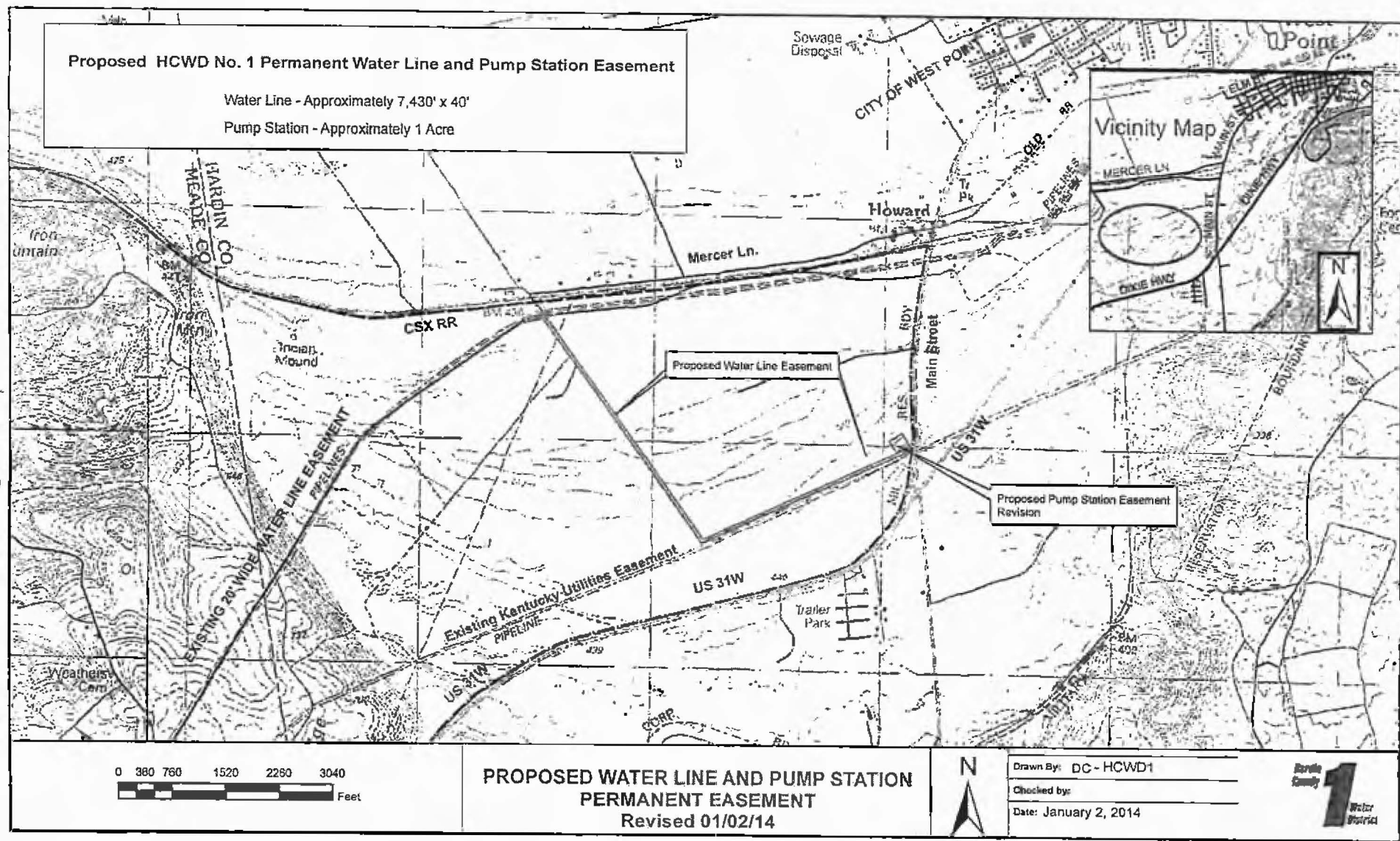
Sincerely,

A handwritten signature in cursive script, reading "Karla B. Wright", is positioned above the typed name.

Karla B. Wright  
Realty Specialist  
Real Estate Division

1 Enclosure

ENCLOSURE 3



Easement No. DACA27-1-13-446  
Exhibit "A"



**DEPARTMENT OF THE ARMY**  
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P. O. BOX 59  
LOUISVILLE KY 40201-0059

<http://www.lrl.usace.army.mil/>

May 15, 2015

Real Estate Division  
Military Branch

Hardin County Water District No. 1  
ATTN: Mr. Jim Bruce, General Manager  
1400 Rogersville Road  
Radcliff, Kentucky 40160

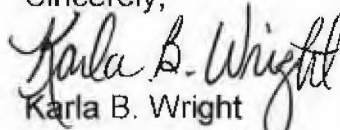
Dear Mr. Bruce:

Enclosed is a fully executed original document of Department of the Army Easement No. DACA27-2-15-064. This easement allows the use and occupancy of approximately 2.553 acres of land on the Fort Knox Military Reservation for construction, operation and maintenance of a 1.25 million gallon ground water storage tank, pumping station, and two (2) sixteen inch (16") water lines, located on property at Fort Knox, Kentucky.

The check in the amount of \$9,400 was received. Please provide this office with a recorded copy of the easement.

If you have any questions, please me at (502) 315-6990 or [karla.b.wright@usace.army.mil](mailto:karla.b.wright@usace.army.mil) with any questions. Thank you for your assistance.

Sincerely,

  
Karla B. Wright  
Realty Specialist

Enclosure

DEPARTMENT OF THE ARMY  
EASEMENT FOR PIPELINE RIGHT-OF-WAY  
LOCATED ON  
FORT KNOX MILITARY RESERVATION  
HARDIN COUNTY, KENTUCKY

**THE SECRETARY OF THE ARMY**, under and by virtue of the authority vested in the Secretary by Title 10, United States Code, Section 2668, having found that the granting of this easement will be in the public interest and will not substantially injure the interests of the United States, hereby grants to: **HARDIN COUNTY WATER DISTRICT NO. 1** hereinafter referred to as the grantee, an easement for a right-of-way, consisting of two parcels of land containing 2,553 acres, more or less, for the installation, operation, maintenance, and repair of a 1.25 million gallon ground water storage tank, with pump station and two (2) 16" water lines, hereinafter referred to as the facilities, over, across, in and upon lands of the United States as identified in Exhibit "A" and Exhibit "B" hereinafter referred to as the premises, and which are attached hereto and made a part hereof.

**THIS EASEMENT** is granted subject to the following conditions.

**1. TERM**

This easement is hereby granted for a term of twenty (20) years, beginning on 1 December 2014, and ending on 30 November 2034.

**2. CONSIDERATION**

a. The grantee shall pay in advance to the United States the amount of NINE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (\$9,400.00) in full for the term hereof, payable to the order of USAED, Louisville District and delivered to USACE, ATTN: CELRL-RE-M, Room 137, P.O. Box 59, Louisville, KY 40201-0059.

b. All consideration and other payments due under the terms of this easement must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:



(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

### **3. NOTICES**

All notices to be given pursuant to this easement shall be addressed, if to the grantee, to the Hardin County Water District No. 1, ATTN: General Manager, 1400 Rogersville Road, Radcliff, Kentucky 40160 and if to the United States, to the District Engineer, ATTN: Chief, Real Estate Division, Post Office Box 59, Louisville, Kentucky 40201-0059, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

### **4. AUTHORIZED REPRESENTATIVES**

Except as otherwise specifically provided, any reference herein to "Secretary," "District Engineer," "Installation Commander," or "said officer" shall include their duly authorized representatives. Any reference to "grantee" shall include assignees, transferees and their duly authorized representatives.

### **5. SUPERVISION BY THE INSTALLATION COMMANDER**

The construction, operation, maintenance, repair or replacement of said facilities, including culverts and other drainage facilities, shall be performed at no cost or expense to the United States and subject to the approval of the Installation Commander, Fort Knox, hereinafter referred to as said officer. Upon the completion of any of the above activities, the Grantee shall immediately restore the premises to the satisfaction of said officer. The use and occupation of the premises for the purposes herein granted shall be subject to such rules and regulations as said officer prescribes in writing from time to time.

### **6. APPLICABLE LAWS AND REGULATIONS**

The grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITION OF PREMISES**

The grantee acknowledges that it has inspected the premises, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of the United States.

## **8. INSPECTION AND REPAIRS**

The grantee shall inspect the facilities at reasonable intervals and immediately repair any defects found by such inspection or when required by said officer to repair any such defects.

## **9. PROTECTION OF GOVERNMENT PROPERTY**

The grantee shall be responsible for any damage that may be caused to the property of the United States by the activities of the grantee under this easement and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **10. RIGHT TO ENTER**

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government work, to make inspections, to remove timber or other material, except property of the grantee, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the grantee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

## **11. TRANSFERS AND ASSIGNMENTS**

Without prior written approval by said District Engineer, the grantee shall neither transfer nor assign this easement or any part thereof nor grant any interest, privilege or license whatsoever in connection with this easement. The provisions and conditions of this easement shall extend to and be binding upon and shall inure to the benefit of the representatives, successors and assigns of the grantee.

## **12. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property or injuries to the person of the grantee's officers, agents, or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the grantee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **13. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the grantee, and easements will not be granted which will, in the opinion of said officer, interfere with the use of the premises by the grantee.

## **14. REQUIRED SERVICES**

The grantee shall furnish through said facilities such services as may be required from time to time for governmental purposes, provided that payment for such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

## **15. RELOCATION OF FACILITIES**

In the event all or any portion of the premises occupied by the said facilities shall be needed by the United States, or in the event the existence of said facilities is determined to be detrimental to governmental activities, the grantee shall from time to time, upon notice to do so, and as often as so notified, remove said facilities to such other location as may be designated by said officer. In the event said facilities shall not be removed or relocated within ninety (90) days after such notice, the United States may cause such relocation at the sole expense of the grantee.

## **16. TERMINATION**

This easement may be terminated by the Secretary upon 30 days written notice to the grantee if the Secretary shall determine that the right-of-way hereby granted interferes with the use or disposal of said land by the United States, or it may be revoked by the Secretary for failure of the grantee to comply with any or all of the conditions of this easement, or for non-use for a period of two (2) years, or for abandonment.

## **17. SOIL AND WATER CONSERVATION**

The grantee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of or that may be constructed by the grantee during the term of this easement, and the grantee shall take appropriate measures to prevent or control soil erosion within the right-of-way herein granted. Any soil erosion occurring outside the premises resulting from the activities of the grantee shall be corrected by the grantee as directed by said officer.

## **18. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the premises against pollution of its air, ground, and water. The grantee shall promptly comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is strictly prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said Environmental Protection Agency or any Federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The use of any pesticides or herbicides within the premises shall be in conformance with all applicable Federal, state and local laws and regulations. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

c. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the grantee's activities, the grantee shall be liable to restore the damaged resources.

## **19. PRELIMINARY ASSESSMENT SCREENING**

A Preliminary Assessment Screening (PAS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as Exhibit C. Upon expiration, revocation or termination of this easement, another PAS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the grantee in accordance with the condition on **RESTORATION**.

## **20. HISTORIC PRESERVATION**

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until said officer gives clearance to proceed. Grantee shall be liable for any and all damages to historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity.

## **21. NON-DISCRIMINATION**

The grantee shall not discriminate against any person or persons because of race, color, age, sex, handicap, national origin, or religion in the conduct of operations on the premises.

## **22. RESTORATION**

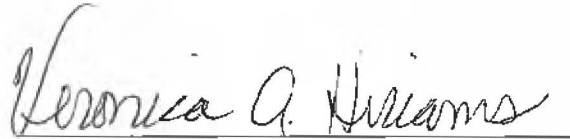
On or before the expiration or termination of this easement, the grantee shall, without expense to the United States, and within such time as said officer may indicate, remove said facilities and restore the premises to the satisfaction of said officer. In the event the grantee shall fail to remove said facilities and restore the premises, the United States shall have the option to take over said facilities without compensation, or to remove said facilities and perform the restoration at the expense of the grantee, and the grantee shall have no claim for damages against the United States or its officers or agents for such action.

## **23. DISCLAIMER**

This instrument is effective only insofar as the rights of the United States in the property are concerned, and the grantee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this easement does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat. 1151; 33 U.S.C. § 403), Section 404 of the Clean Water Act (33 U.S.C. § 1344) or any other permit or license which may be required by Federal, state or local statute in connection with use of the premises.

**THIS EASEMENT** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this 16<sup>th</sup> day of March, 2015.



**VERONICA A. HIRIAMS**  
REAL ESTATE CONTRACTING OFFICER  
LOUISVILLE DISTRICT, CORPS OF ENGINEERS

**THIS EASEMENT** is also executed by the grantee this 27<sup>th</sup> day of February, 2015.

**HARDIN COUNTY WATER DISTRICT NO. 1**

SIGNATURE: 

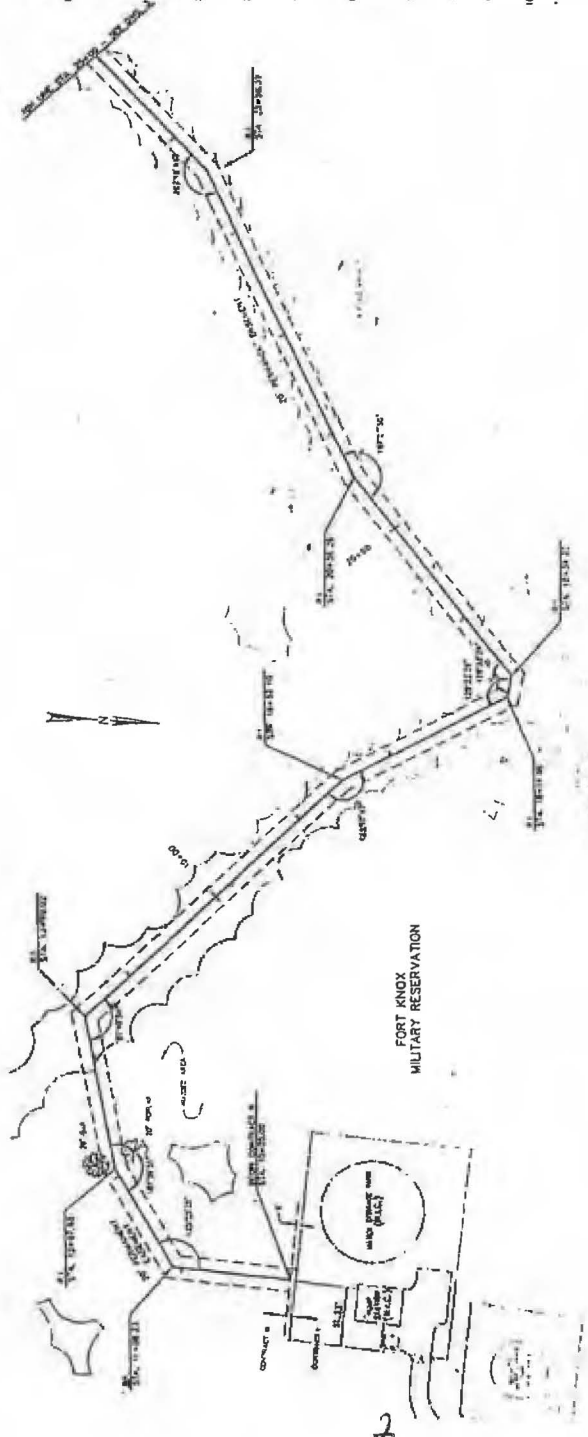
PRINT NAME: JAMES BRUCE

TITLE: GENERAL MANAGER, HCWD 1



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# EXHIBIT A





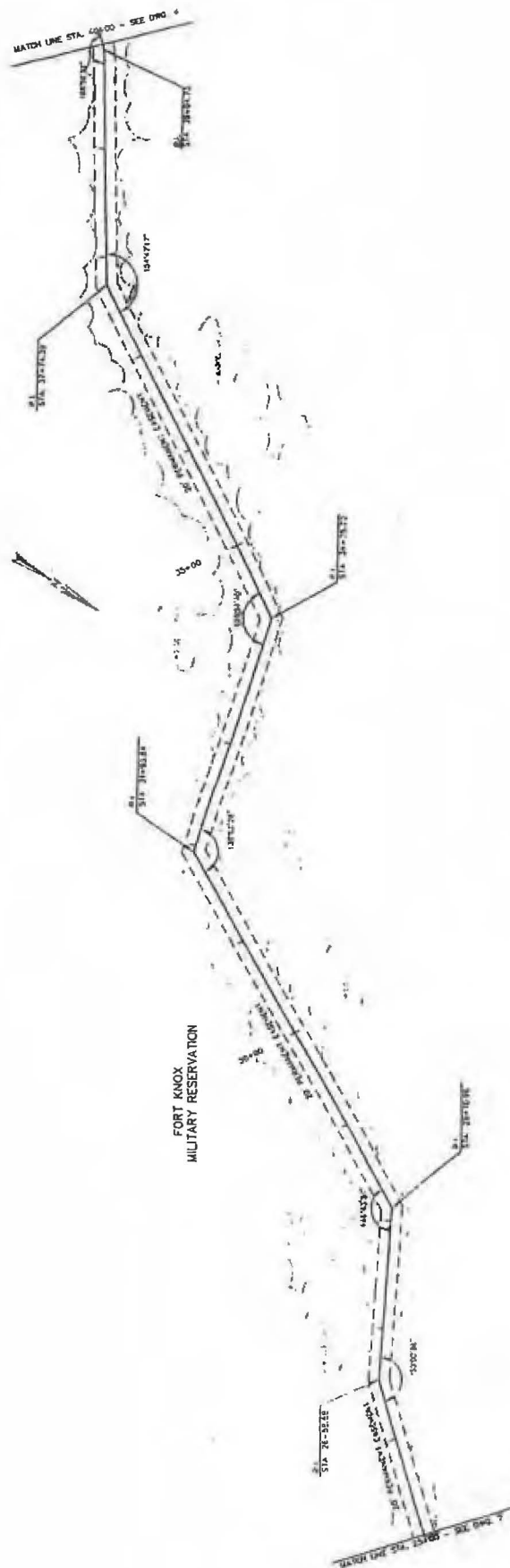
**EXHIBIT A**



SITE PLAN

### GENERAL NOTES

- [illegible]



# EXHIBIT A

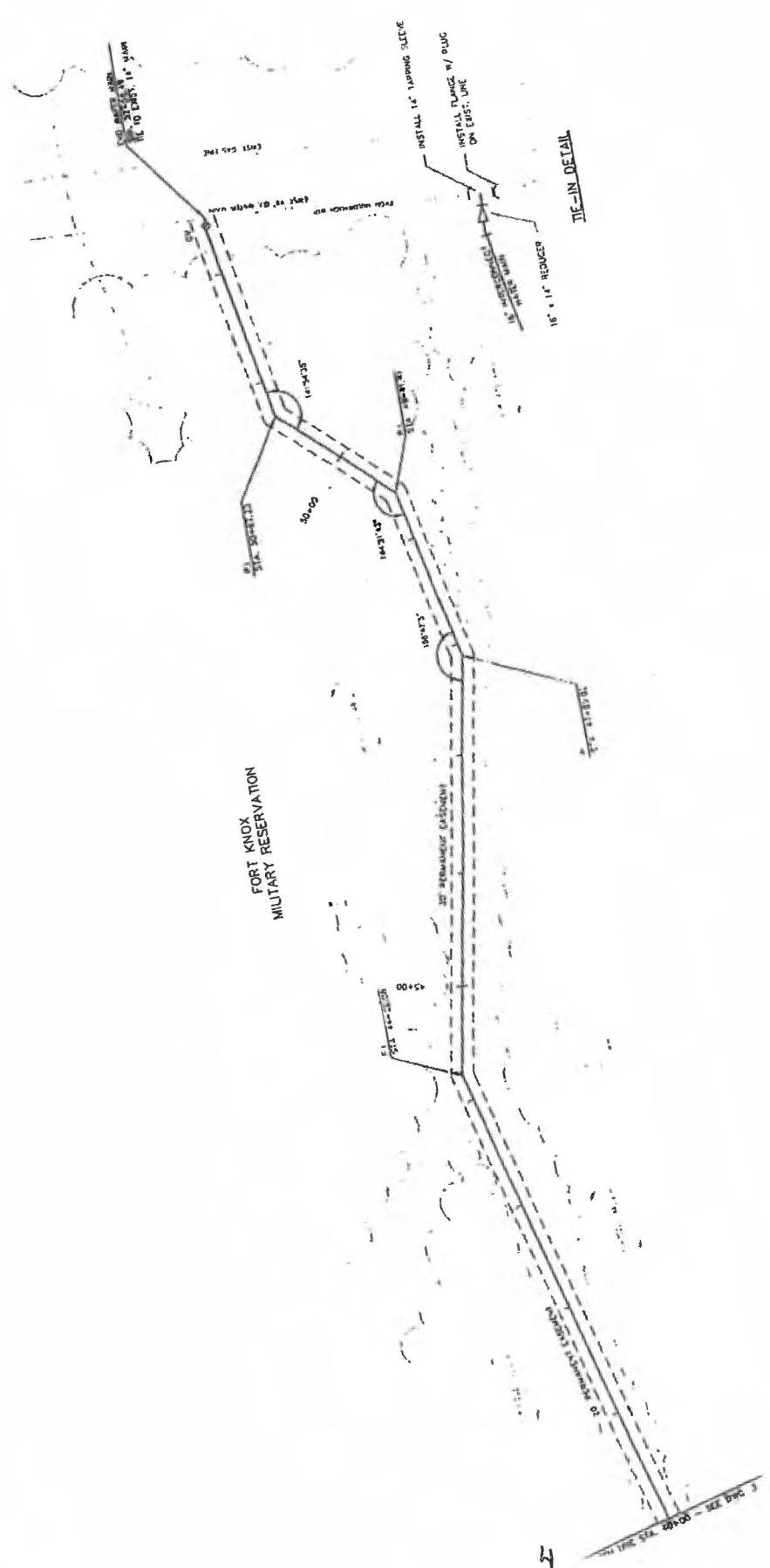


EXHIBIT A

**FORT KNOX INTERCONNECT PROJECT  
HARDIN COUNTY WATER DISTRICT NO. 1  
HARDIN COUNTY, KENTUCKY**

**EASEMENT DESCRIPTIONS**

**TANK/PUMP STATION SITE**

The following is a boundary description of a permanent easement for the construction and maintenance of a ground storage tank and pump station:

Beginning at a point with coordinates of North 2,206,283.50 , East 1,571,373.81 (672,916.467 , 479,269.01 meters) thence, S 03° 01' 12" W - 140.00' thence, N 86° 58' 48" W - 185.00' thence, N 03° 01' 12" E - 140.00' thence, S 86° 58' 48" E - 185.00' to the point of beginning. Said tract of land containing 25,900 square feet or 0.594 acre.

**INTERCONNECT WATER MAIN**

The following is a centerline description of a 20 foot permanent easement for the construction and maintenance of a water transmission main:

Beginning at a point in the south line of the above described property, said point being 51.33' from the southeast property corner thence, S 03° 01' 12" W - 108.23' thence, S 57° 24' 36" W - 99.42' thence, S 75° 44' 44" W - 141.37' thence, N 45° 56' 10" W - 303.38' thence, N 31° 13' 57" W - 162.46' thence, N 81° 40' 18" W - 19.46' thence, S 47° 53' 21" W - 221.94' thence, S 60° 25' 31" W - 302.13' thence, S 42° 42' 21" W - 300.29' thence, S 63° 39' 25" W - 160.43' thence, S 30° 23' 22" W - 382.86' thence, S 76° 29' 54" W - 231.37' thence, S 32° 24' 33" W - 349.17' thence, S 57° 37' 16" W - 220.35' thence, S 44° 37' 08" W - 427.36' thence, S 70° 13' 09" W - 366.85' thence, S 47° 00' 14" W - 152.47' thence, S 11° 51' 56" W - 125.82' thence, S 49° 57' 20" W - 191.26' to a tie-in point with an existing 14 inch water main, said point having coordinates of North 2,204,175.29, East 1,571,609.93 (672,273.46, 479,341.03 meters). This described alignment has a total length of 4,266.62 feet.



**PAS**

EASEMENT NO. DACA27-2-15-064  
FORT KNOX, KENTUCKY

## PRELIMINARY ASSESSMENT SCREENING

FOR REAL PROPERTY TRANSACTIONS WITH PARTIES OUTSIDE THE U. S. ARMY  
TO BE PREPARED BY THE PROPONENT OF THE REAL PROPERTY TRANSACTION

**1. Environmental Documentation supported by this PAS:**

- ☒ Categorical Exclusion/Record of Environmental Consideration  
☐ Environmental Assessment      ☐ Environmental Impact Statement

**2. Name of Project:** Hardin County Water District #1 Easement

**3. Description of Real Property and Location:** Fort Knox

**4. Check the appropriate box:**

☒ PAS indicates that no hazardous substance storage, release into the environment or structures, or disposal took place on the subject property OR the release of hazardous substances into the environment is not considered probable. (Include this form with real property transaction record.)

☐ PAS indicates the existence, or potential for release, of hazardous substances into the environment or structures of the subject property. (Army proponent must carry out DERP investigation procedures of AR 200-1, Chap.9. Proponent may elect to exclude that portion of property from the transaction.)

Prepared by:

B. Barker

Bobby G. Barker

Date: 22 August 1997

**EXHIBIT C** 84

USAARMC AND FORT KNOX  
RECORD OF ENVIRONMENTAL CONSIDERATION

Easement Hardin County Water District #1

FORT KNOX, KENTUCKY

**PROPOSED ACTION DESCRIPTION:** The DPW Real Property Office has requested a Record of Environmental Consideration for the easement modification for Hardin County Water District #1. This easement involves the construction of a water storage tank and 16" water line (DACA-27-2-68-602).

**ANTICIPATED IN FISCAL YEAR:** 1997

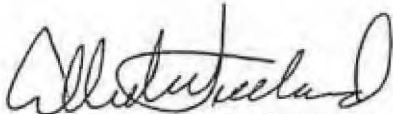
**ANTICIPATED DURATION:** 50 Years

It has been determined that the action qualifies for a Categorical Exclusion A-20, appendix A, AR 200-2, and no extraordinary circumstances exist as defined in paragraph 4-3, AR 200-2.

**PROPONENT:** USAARMC and FORT KNOX  
Directorate of Public Works  
Plans and Programming Division

**DATE:** 22 August, 1997

**APPROVED:** Installation Environmental Coordinator



ALBERT W. FREELAND  
Chief, Environmental Management Division  
Directorate of Public Works

**DATE:** 22 Aug 1997

**EXHIBIT C**



CHECK LIST

PROBABLE IMPACT OF THE PROPOSED ACTIVITIES ON THE ENVIRONMENT

1. Probable impacts of the proposed activities on the physical environment: **None**

a. Will proposed activities involve alteration of natural land forms (grading, filling, etc)? **No**

b. Will proposed activities affect the quality, stability or percolation of soils? **No**

c. Will proposed activities alter the natural drainage patterns? **No**

d. Will the proposed activities involve the removal, alteration, damage or other disturbance of natural ground cover including trees, shrubs, grasses and other vegetation? **No**

e. Are proposed activities likely to disturb or affect habitats (including breeding, roaming, nesting and feeding areas) or behavior patterns of wildlife or cause destruction or damage of endangered species or the habitat? **No**

f. Will proposed activities result in the introduction of pollutants (including particulates, odors, chemical compounds, radiation, etc.) into the atmosphere? **No**

g. Will proposed activities affect the quality of the water regimen? **No**

h. Do proposed activities involve the use of toxic and/or hazardous substances which may enter the surface or ground water system? **No**

i. Will proposed activities create or intensify noise levels? **No**

2. Probable impacts of proposed activities on the social environment: **None**

a. Will proposed activities alter the composition, distribution or compatibility of the established land use scheme? **No**

b. Are proposed activities in conflict with the Installation Master Plan and other long-range development documents? **No**

**EXHIBIT C**

c. Will proposed activities place additional demands on installations service and support systems? These systems include:

- (1) Dependent Schools **No**
- (2) Recreation Facilities/Services **No**
- (3) Water Supply System **No**
- (4) Sanitary Sewer System **No**
- (5) Storm Sewer System **No**
- (6) Solid Waste System **No**
- (7) Protection System (Police/Fire) **No**
- (8) Energy Supply System **No**
- (9) Transportation System **No**
- (10) Dependent Housing **No**

d. Will proposed activities result in changes to employment levels? **No**

e. Will proposed activities result in significant changes to the local economy? **No**

f. Will proposed activities result in an alteration of income distribution among employees? **No**

g. Will proposed activities alter or improve the demographic composition of the proposed work force (i.e., age, race, sex)? **No**

h. Will proposed activities cause a need for additional, improved, or altered office space or other types of working areas? **No**

i. Are there any indications that the proposed activities could generate controversy or be opposed by segments of surrounding communities? **No**

3. Probable impacts of the proposed activities on the aesthetic environment: **None**

a. Will proposed activities adversely affect the aesthetics or scenic values of the area? **No**

b. Will proposed activities involve any identified or  
Potential historic/archaeological assets on the installation? No

4. Discuss the alternatives. (Alternatives must be addressed.)

a. No action.

b. Other. None.

**EXHIBIT C**



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
LOUISVILLE DISTRICT, CORPS OF ENGINEERS  
P.O. BOX 59  
ATTN: RE-M (Triggs), ROOM 137  
LOUISVILLE, KENTUCKY 40201-0059

July 9, 2014

Real Estate

Hardin County Water District #1  
ATTN: Mr. Jim Brue, General Manager  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Mr. Bruce:

Enclosed is a fully executed copy of the Letter Agreement between The United States of America and The Hardin County Water District #1 in the amount of \$3,200.00 for the renewal of Easement Number DACA27-2-98-092.

If you have any questions, please contact Mr. George Triggs at 502-315-7014 and every effort will be made to furnish the information you need.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jackie Preston", is written over the typed name.

Jackie Preston  
Chief, Military Branch

Encl

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**LETTER AGREEMENT**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**  
**AND**  
**THE HARDIN COUNTY WATER DISTRICT #1**

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This Letter Agreement (LA) is made as of the **30<sup>th</sup> day of June 2014** by and between **THE UNITED STATES OF AMERICA**, acting by and through the Department of the Army, U.S. Army Engineer District, Louisville (USAED, Louisville), and **THE HARDIN COUNTY WATER DISTRICT #1**.

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**WHEREAS**, Title 10 United States Code, Chapter 159, was amended by P.L. 105-85 (111 Stat 1629, Nov. 18, 1997), to add Section 2695, which allows the United States Government to accept funds from private entities for certain real estate property transactions.

**WHEREAS, THE HARDIN COUNTY DISTRICT #1** desires to obtain an easement for certain Government property, under the command and control of Department of the Army, at Fort Knox Military Installation, and said use has been approved in accordance with the Director of Public Works at the installation.

**WHEREAS, THE HARDIN COUNTY DISTRICT #1** intends to fund the full cost of the easement which includes: real estate services associated with the preparation and processing of all the required documents, to be performed by the USAED, Louisville, Real Estate Division.

**1. Obligations of the Parties:**

a. As soon as practicable, but not later than 30 days following ratification of this Agreement by all parties, **THE HARDIN COUNTY DISTRICT #1** will pay **THREE THOUSAND TWO HUNDRED DOLLARS and 00/100 (\$3,200.00)**, Payable to the USAED, Louisville, as the full cost of the services being provided by the USAED, Louisville, as described above. **THE HARDIN COUNTY DISTRICT #1** shall pay all costs associated with USAED, Louisville's provision of goods and services under this

LA. If the USAED, Louisville's costs under this LA are forecasted to exceed the amount of funds available under this LA, it shall promptly notify **THE HARDIN COUNTY DISTRICT #1** of the amount of additional funds necessary to complete the work under this LA. **THE HARDIN COUNTY DISTRICT #1** shall either provide the additional funds to the USAED, Louisville, or the scope of work shall be limited to that which can be paid for by the then-available funds, or **THE HARDIN COUNTY DISTRICT #1** may direct termination of the work under this LA. Within ninety (90) days of completing the work under this LA, the USAED, Louisville shall conduct an accounting to determine the actual costs of the work. Within thirty (30) days of completion of this accounting, the USAED, Louisville shall return to **THE HARDIN COUNTY DISTRICT #1** any funds advanced in excess of the actual costs as then known. Established Federal Government accounting procedures shall be used. The amount of funds advanced by **THE HARDIN COUNTY DISTRICT #1** under this LA, shall be nonrefundable, unless some or part of the services are not completed or the amount of funds advanced exceeds the actual costs of performing the services or funding is provided by HQ, USACE.

b. Upon receipt of the funds required, the USAED, Louisville shall commence and complete the services with due diligence, but in all events all of the services shall be completed no later than 90 days following receipt and certification of funds from **THE HARDIN COUNTY DISTRICT #1** to the USAED, Louisville.


c. Funds shall be forwarded to USAED, Louisville, ATTN: Sandee Hurt, Program Analyst, (RE-M) Room 137, Post Office Box 59, Louisville, Kentucky 40201-0059, or electronically to [Sandra.v.hurt@usace.army.mil](mailto:Sandra.v.hurt@usace.army.mil), (502) 315-7003), with a copy of this LA attached. POC for this action is George S. Triggs, [george.s.triggs@usace.army.mil](mailto:george.s.triggs@usace.army.mil), (502) 315-7014.

## **2. Miscellaneous:**

This LA contains the entire agreement between the parties regarding the easement renewal and any agreement hereafter made shall not operate to change, modify, or discharge this LA in whole or in part, unless that agreement is in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed the LA as of the day and year first above written.

THE UNITED STATES OF AMERICA



VERONICA A. HIRIAMS

Chief, Real Estate Division

Louisville District, Corps of Engineers

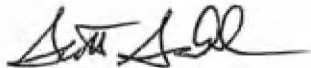
Louisville, Kentucky

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THE HARDIN COUNTY DISTRICT #1

1400 Rogersville Road

Radcliff, Kentucky 40160



Signature: FOR JIM BRUCE

Title: GENERAL MANAGER

Print Name: SCOTT SCHMUCK FOR JIM BRUCE



# Hardin County Water District No. 1

*Serving Radcliff and Hardin County for Over 60 Years*

1400 Rogersville Road  
Radcliff, KY. 40160

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November 2, 2015

Mr. Virgil Lee Andrews, Jr.  
Field Supervisor  
U.S. Dept. of the Interior  
Fish & Wildlife Services  
330 West Broadway, Suite 265  
Frankfort, KY 40601

Mr. Hugh Archer  
Executive Director  
Kentucky Natural Lands Trust  
433 Chestnut Street  
Berea, KY 40403

**SUBJECT:      Memorandum of Agreement - IBCF Contribution Payment  
                 HCWD1; FWS 2015-B-0646 IBCF  
                 HCWD1 Project - Louisville Water Company Interconnect Project**

Dear Mr. Andrews;

Enclosed please find proof of payment for \$65,000 (Check No. 007662) for the above contribution payment related to the Memorandum of Agreement (MOA). I have also enclosed an executed copy of the MOA for your office and the KNLT, as well as a copy of all documents to the U.S. Army Corps of Engineers.

The original check has been sent to the KNLT, Mr. Archer, per your instructions in your 5-October-2015 letter. Please feel free to contact me if you need additional information.

Sincerely,



Jim Bruce  
General Manager

Cf;      Mr. Hugh Archer, Executive Director, KNLT  
         Mr. Scott Schmuck, CGFM, HCWD1 Finance & Accounting Manager  
         Mr. Daniel Clifford, HCWD1 Engineering Manager  
         Mr. James Evans, Stantec Consulting Services, Inc.

Encl;      Copy of Check and Executed MOA

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Phone 1-270-351-3222

FAX: 1-270-352-3055

**[www.HCWD.com](http://www.HCWD.com)**



## United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Kentucky Ecological Services Field Office  
330 West Broadway, Suite 265  
Frankfort, Kentucky 40601  
(502) 695-0468

October 5, 2015

Mr. Jim Bruce, General Manager  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, KY 40160

Re: FWS 2015-B-0646; Forest-Dwelling Bat CMOA for Hardin County Water District No. 1 in association with the LWC interconnect project in Hardin and Meade counties, Kentucky

Dear Mr. Bruce:

Please find the attached Forest-Dwelling Bat Conservation Memorandum of Agreement (MOA) between the Service and Hardin County Water District No. 1 accounting for adverse effects to the Indiana bat and the northern long-eared bat in association with the subject project. Please review for any questions or changes. If you do not have any, please have the responsible party sign, date, and return to our office via fax, email, or mail.

Execution of the attached CMOA and the Imperiled Bat Conservation Fund (IBCF) contribution that it requires will allow Hardin County Water District No. 1 to be in compliance with the Endangered Species Act relative to the Indiana bat and the northern long-eared bat for the proposed project. If necessary to fulfill requirements of the U.S. Army Corps of Engineers and/or other federal nexus agencies obligations per section 7 of the ESA, please provide them with a copy of this letter, fully executed CMOA, and proof of payment for their records.

In order to complete payment per the CMOA (Section 6.4 of the MOA) please:

- 1) Make check or money order payable to **Kentucky Natural Lands Trust**,
- 2) Reference **HCWD1; FWS 2015-B-0646 IBCF** in the memo line,
- 3) Remit payment to: **Kentucky Natural Lands Trust**  
**c/o Hugh Archer, Executive Director**  
**433 Chestnut Street**  
**Berea, Kentucky 40403**
- 4) Provide proof of payment (copy of the check or receipt) to our office via fax, email, or mail.

**Indiana bat** (*Myotis sodalis*)

**Northern long-eared bat** (*Myotis septentrionalis*)

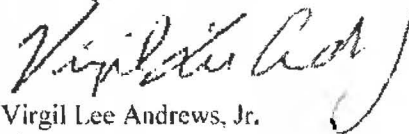
The September 17, 2015 correspondence from Stantec Consulting Services Inc. states that there are no caves or cave-like structures in the proposed project area. Therefore, we do not anticipate impacts to Indiana bat or northern long-eared bat hibernacula. Adverse effects to the Indiana bat and/or the northern long-eared bat as a result of impacts to its summer roosting and foraging habitat are

addressed in the Conservation MOA that is attached to this correspondence. The impacts covered by this Conservation MOA are included in the take authorized in the Service's 2015 *Biological Opinion: Kentucky Field Office's Participation in Conservation Memoranda of Agreement for the Indiana Bat and/or Northern Long-eared Bat* that concludes that the habitat impacts evaluated that are likely to adversely affect the Indiana bat and the northern long-eared bat would not likely jeopardize the continued existence of the species.

In view of these findings, upon execution of the attached CMOA, we believe that your obligations under the Endangered Species Act will be fulfilled for this project. These obligations may change, however, if: (1) new information reveals that the proposed action may affect listed species in a manner or to an extent not previously considered, (2) the proposed action is subsequently modified to include activities which were not considered during this consultation, or (3) new species are listed or critical habitat designated.

If you have any questions regarding the information that we have provided, please contact Jessi Miller of my office at (502) 695-0468 extension 104.

Sincerely,

A handwritten signature in black ink, appearing to read "Virgil Lee Andrews, Jr.", with a large, stylized flourish at the end.

Virgil Lee Andrews, Jr.  
Field Supervisor

**FOREST-DWELLING BAT CONSERVATION  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
U.S. FISH AND WILDLIFE SERVICE  
AND  
HARDIN COUNTY WATER DISTRICT NO. 1**

This Conservation Memorandum of Agreement (CMOA) is entered into by the United States Department of the Interior, U.S. Fish and Wildlife Service (Service) and Hardin County Water District No. 1 (HCWD1) to promote the survival and recovery of the Indiana bat (*Myotis sodalis*), a federally endangered species and the northern long-eared bat (*Myotis septentrionalis*), a federally threatened species. Together, the Service and HCWD1 are referred to as "Cooperators."

**Section 1: PURPOSE AND OBJECTIVES**

The Indiana bat and the northern long-eared bat are federally-listed species native to a large portion of the eastern United States and the Commonwealth of Kentucky. This CMOA will implement recovery-focused conservation measures that will be undertaken by the Cooperators and afford a measurable conservation benefit for these species as set forth in the Service's Conservation Strategy for Forest-Dwelling Bats in the Commonwealth of Kentucky (Conservation Strategy) as modified April 2015 and hereby incorporated by reference. These measures will be implemented in association with the proposed project as detailed in section 4 of this CMOA. All measures will be implemented according to the terms of this CMOA. The Cooperators understand and intend that the benefits resulting from this CMOA may also provide conservation benefits for other federal protected species and native fish and wildlife.

**Section 2: AUTHORITY**

This CMOA is hereby entered into under the authorities of the Endangered Species Act (16 U.S.C. 1531 *et seq.*) (ESA), Fish and Wildlife Act of 1956 (16 U.S.C. 742a. *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). Section 5 of the ESA provides that, "The Secretary...shall establish and implement a program to conserve fish, wildlife, and plants, including those which are listed as endangered species or threatened species..." and "shall utilize land acquisition and other authority under the Fish and Wildlife Act, as amended, and the Migratory Bird Conservation Act, as appropriate". Section 7(a) (1) of the ESA further directs Federal agencies to "utilize their authorities in furtherance of the purposes of this Act [ESA] by carrying out programs for the conservation of endangered species and threatened species." The Fish and Wildlife Act of 1956 provides that the Secretary shall "...take such steps as may be required for the development, advancement, management, conservation, and protection of fish and wildlife resources..." Finally, the Fish and Wildlife Coordination Act states that the Secretary is authorized "to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat..."

The authorization for any incidental take of the Indiana bat and the northern long-eared bat, as defined in section 9 of the ESA, and resulting from impacts that may be associated with the qualified project(s), as defined in section 4 of this CMOA, is provided through the Service's incidental take statement and April 21, 2015 intra-Service biological opinion, which is incorporated herein by this reference. This biological opinion covers the Service's participation in conservation agreements for the Indiana bat and/or the northern long-eared bat, which includes this CMOA, that are based on implementation of the Conservation Strategy and exempts incidental take of Indiana bats and northern long-eared bats resulting from up to 2,000 acres of forested habitat for each species per year through April 30, 2020.

### Section 3: STATEMENT OF MUTUAL INTEREST

The mission of the Service is to work with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service's major responsibilities are for endangered species, threatened species, migratory birds, marine mammals, and freshwater and anadromous fish. The Service recognizes the ability and interest of HCWD1 to contribute to the conservation and recovery of the Indiana bat and the northern long-eared bat, and recognizes HCWD1 as a partner in the recovery and habitat conservation of the species. HCWD1 recognizes the Service's mission and its interest in developing partnerships to protect, restore, and manage important habitats on private and public lands for federal listed species. The Cooperators understand the collaboration for this CMOA is voluntary.

### Section 4: PROJECT DESCRIPTION

The proposed project consists of installing and/or replacing approximately 4.59 miles of waterline in Hardin and Meade counties, Kentucky to connect to the City of Louisville's water system. The following information was derived and calculated from the project proponent's agent, Stantec Consulting Services Inc., September 17, 2015 correspondence and attachments.

The proposed project would result in the direct loss of 8.0 acres of forested habitat from one (1) Indiana bat habitat type and two (2) northern long-eared bat habitat types during the specified timeframes as depicted in Table 1 below.

**Table 1**

Species	Habitat Type	Timeframe	Acreage
Indiana bat	summer 1 + swarming 1	unoccupied	8.0
Northern long-eared bat	summer 1 + swarming 2	unoccupied	3.5
Northern long-eared bat	potential	unoccupied	4.5
<b>TOTAL ACRES:</b>			<b>8.0</b>

These Indiana bat and northern long-eared bat habitat impacts are the impacts that are covered by this agreement and that were analyzed by the Service to assess the direct, indirect, and cumulative effects of the proposed project on Indiana bats and northern long-eared bats.

## Section 5: EFFECTIVE DATE AND TERMS OF AGREEMENT

This MOA is valid for HCWD1's consideration for 90 days from the date of the Service's signature below, shall be deemed effective on the last date signed below, and shall remain in effect until all terms of the agreement have been fulfilled, except as modified in Section 8 hereof.

HCWD1 has determined that the removal of all forested habitat will occur during the unoccupied timeframe (November 15 – March 31). Clearing when the species are not anticipated to be present is a specific minimization measure that avoids direct effects on roosting Indiana bats and northern long-eared bats and is intended to minimize the effect of the take on these species. The Imperiled Bat Conservation Fund contribution amount that is identified in section 6.4 of the MOA is based on the assumption that all tree removal associated with the project will be conducted during the unoccupied timeframe. If tree clearing must occur during the timeframe when the habitat is occupied by Indiana bats and/or northern long-eared bats (April 1 – November 14), then HCWD1 must notify the Service in advance of tree clearing during the this timeframe and the MOA must be amended to appropriately account for the types of adverse effects to these species that would occur as a result. If additional forested areas not considered in Section 4 of this agreement are to be removed, then HCWD1 must coordinate with the Service to determine if additional modification of this agreement is necessary, and, if found necessary, HCWD1 will seek such modification.

## Section 6: SPECIFIC OBLIGATIONS OF THE COOPERATORS

HCWD1 and the Service agree to fulfill the following conditions to minimize the potential level of take of the Indiana bat and the northern long-eared bat, compensate for adverse effects on the Indiana bat and the northern long-eared bat that may result from construction of the project, and promote future conservation and recovery of the Indiana bat and the northern long-eared bat:

6.1 The Service will take the necessary steps to ensure that the project covered under this CMOA meets federal requirements for compliance with the National Environmental Policy Act (NEPA) and ESA. If HCWD1 has NEPA requirements beyond the scope of this CMOA, HCWD1 or other Federal action agency are responsible for those additional requirements.

With regard to the ESA, the Biological Opinion exempts incidental take of Indiana bats and northern long-eared bats associated with forested habitat removal. As such, paragraphs 6.3 and 6.4 are incorporated to ensure compliance with the Reasonable and Prudent Measures and Terms and Conditions of the biological opinion. HCWD1 acknowledges that any divergence from these measures and conditions may result in a violation of Section 9 of the ESA.

6.2 HCWD1 will take the necessary steps to ensure that the project covered under this CMOA meets federal requirements for compliance with the National Historic Preservation Act (NHPA).

6.3 The project proposed by HCWD1, as described in Section 4, will result in the incidental take of Indiana bats and northern long-eared bats in the form of habitat loss

totaling not more than 8.0 acres of the habitat type(s) specified in Table 1. HCWD1 may remove this habitat from November 15 - March 31, as stated in Section 5. If tree clearing is necessary outside of this timeframe, HCWD1 must notify the Service so that the CMOA and Imperiled Bat Conservation Fund (IBCF) contribution amount can be amended accordingly. Forested habitat associated with the proposed project, but not considered in this CMOA, shall not be removed without further coordination.

6.4 HCWD1 shall contribute \$65,000 to the IBCF administered by the Kentucky Natural Lands Trust (KNLT). This contribution is based on the removal of 8.0 acres of habitat as specified in Table 1 using the process identified in the Conservation Strategy. Funds shall be provided to KNLT within thirty (30) days of the last signature to this CMOA. HCWD1 shall provide the Service with a copy of the check or transaction receipt within seven (7) business days of payment that shows the date and amount of the deposit. In summary, this CMOA provides recovery based conservation benefits for the Indiana bat and the northern long-eared bat in form of contributions to the IBCF which, in turn, will fund habitat protection, conservation, restoration and/or priority monitoring and research projects for the Indiana bat and the northern long-eared bat.

#### Section 7: COOPERATION

Both the Service and HCWD1 acknowledge that it is their desire to facilitate the processes set forth in this CMOA by open communication and cooperation. Both parties agree to exercise their rights and obligations under this CMOA in good faith. If at any time HCWD1 has questions regarding this CMOA or the Conservation Strategy, the Service agrees to make itself available for consultation in a timely fashion.

#### Section 8: MODIFICATION OR TERMINATION

Modifications to this CMOA may be proposed by either party in writing and will become effective upon being reduced to a written instrument and being signed by duly authorized representatives of the Cooperators.

HCWD1 or the Service may terminate this CMOA at any time within or prior to thirty (30) days of the last signature to this CMOA upon written notification from the other signatory party. Failure to fulfill the provisions, as specified, within paragraph 6.4 will result in automatic termination of this CMOA.

#### Section 9: OTHER PROVISIONS

9.1 The Cooperators hereto agree that they shall be liable for the negligent or wrongful acts or omissions of their employees, agents, and assigns only to the extent liable under applicable law. Nothing in this CMOA shall be interpreted or construed as constituting a waiver by any party of sovereign immunity or statutory limitation on liability.

9.2 Each provision of this CMOA shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the CMOA shall be prohibited or invalid under application law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CMOA.



9.3 No provision of this CMOA shall be interpreted as or constitute a commitment or requirement that either party take actions in contravention of applicable laws, either substantive or procedural.

9.4 Nothing in the CMOA shall be interpreted as or constitute a commitment or requirement that the Service obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other law or regulation.

9.5 Third Parties Not to Benefit: This CMOA does not grant rights or benefits of any nature to any party not named or identified in this CMOA.

9.6 Merger: This CMOA contains the sole and entire CMOA of the parties. No oral representations of any nature form the basis of or may amend this CMOA. This CMOA may be extended, renewed, or amended only when agreed to in writing by the parties.

9.7 Waiver: Failure to enforce any provision of this agreement by either party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this agreement. The waiver of any provision must be express and evidenced in writing.

9.8 Assignment: No part of this agreement shall be assigned to any other party.

#### Section 10: NOTICES AND AUTHORIZED REPRESENTATIVES

Notices shall be made in writing to the persons at the addresses listed below and may be given by personal delivery, mail or by telecopy (FAX) to the duly authorized representatives listed below. If there are changes in a party's representative, each party shall notify the other party, in writing, within thirty (30) days of the change in their representative.

U.S. Fish and Wildlife Service  
Virgil Lee Andrews, Jr.  
Field Office Supervisor  
330 West Broadway, Room 265  
Frankfort, Kentucky 40601  
502/695-0468 (telephone)  
502/695-1024 (fax)

Hardin County Water District No. 1  
Attn: Mr. Jim Bruce  
1400 Rogersville Road  
Radcliff, KY 40160  
contact: James A. Evans  
Stantec Consulting Services Inc.  
james.evans@stantec.com

Each party hereby indicates its acceptance of the terms and conditions of the CMOA as outlined herein by its signature below. The parties hereto have executed this CMOA as of the last written date below:

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

BY: [Signature]  
TITLE: Assistant Regional Director  
R4 Assistant Regional Director

DATE: 10/8/15

HARDIN COUNTY WATER DISTRICT NO. 1

BY: [Signature]  
TITLE: GENERAL MANAGER

DATE: 10/26/15



**MAIN OFFICE**  
1400 ROGERSVILLE ROAD  
RADCLIFF, KY 40160

Cecilian Bank  
104 E Main St  
Cecilia, KY 42724

007662

Pay Sixty Five Thousand Dollars and 00 Cents

DATE

Oct 30, 2015

AMOUNT

\$65,000.00

to the Order of:  
KY NATURAL LANDS TRUST  
C/O HUGH ARCHER, EXEC DIRECTOR  
433 CHESTNUT STREET  
BEREA, KY 40403



THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

MAIN OFFICE

To: KY NATURAL LANDS TRUST

Check Number: 007662

Date: October 30, 2015

Invoice Number

Date

GL Account Numbers

Distribution Reference

Voucher Amount

Paid Amount

FWS 2015-B-0646 IBCF

10/26/2015

1.00.10500

\$65,000.00

\$65,000.00

TOTAL: \$65,000.00



DEPARTMENT OF THE ARMY  
U.S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P.O. BOX 59  
LOUISVILLE KY 40201-0059  
FAX: (502) 315-6677  
<http://www.lrl.usace.army.mil/>

December 1, 2015

Operations Division  
Regulatory Branch (South)  
ID No. LRL-2014-924-jea

Mr. Kevin Brian  
HDR Engineering  
401 West Main Street, Suite 500  
Louisville, Kentucky 40202

Dear Mr. Brian:

This is in response to your request for authorization to install 16 and 24-inch water mains across Salt River using the horizontal directional boring method and across Bees Branch at four locations, and across an unnamed tributary of Bees Branch using the open cut method in Jefferson and Hardin Counties, Kentucky. The information supplied by you was reviewed to determine whether a Department of the Army (DA) permit will be required under the provisions of Section 10 of the Rivers and Harbors of 1899 and Section 404 of the Clean Water Act.

Your project is considered a discharge of backfill or bedding material for utility lines. The project is authorized under the provisions of 33 CFR 330 Nationwide Permit (NWP) No. 12, Utility Line Activities, as published in the Federal Register February 21, 2012. Under the provisions of this authorization, you must comply with the enclosed Terms, General Conditions for Nationwide Permit No. 12 and the following Special Condition:

The permittee shall comply with the enclosed terms and conditions of the Forested-Dwelling Bat Conservation Memorandum of Agreement between Hardin County Water District No. 1 and the U.S. Fish and Wildlife Service (FWS 2015-B-0646).

You must also comply with the enclosed Water Quality Certification (WQC) Conditions for Nationwide Permit No. 12 dated March 19, 2012, issued by the Kentucky Division of Water (KDOW). Once you obtain your certification, or if no application was required, you may proceed with the project without further contact or verification from us.

This decision is valid until **March 18, 2017**. The enclosed Compliance Certification should be signed and returned when the project is completed. If your project is not completed by this date or if your

project is modified, you must contact us for another permit determination in accordance with the rules and regulations in effect at that time. Please note that we also perform periodic inspections to ensure compliance with our permit conditions and applicable Federal laws. A copy of this letter is being sent to the appropriate coordinating agencies and to Hardin County Water District No. 1 (see enclosure for addresses).

Attached to this verification that the project is authorized by NWP No. 12 are a preliminary jurisdictional determination (JD), a Notification of Appeal Process (NAP) fact sheet, and Request for Appeal (RFA) form. However, a preliminary JD is not appealable and impacting "waters of the United States" identified in the preliminary JD will result in you waiving the right to request an approved JD at a later date. An approved JD may be requested (which may be appealed), by contacting me for further instruction.

If you have any questions, please contact this office by writing to the above address, ATTN: CELRL-OPF-S, or by calling me at (502) 315-6682. All correspondence pertaining to this matter should refer to our ID No. LRL-2014-924-jea.

Sincerely,



Jane Archer  
Regulatory Specialist  
Regulatory Branch

Enclosures

**FOREST-DWELLING BAT CONSERVATION  
MEMORANDUM OF AGREEMENT  
BETWEEN THE  
U.S. FISH AND WILDLIFE SERVICE  
AND  
HARDIN COUNTY WATER DISTRICT NO. 1**

This Conservation Memorandum of Agreement (CMOA) is entered into by the United States Department of the Interior, U.S. Fish and Wildlife Service (Service) and Hardin County Water District No. 1 (HCWD1) to promote the survival and recovery of the Indiana bat (*Myotis sodalis*), a federally endangered species and the northern long-eared bat (*Myotis septentrionalis*), a federally threatened species. Together, the Service and HCWD1 are referred to as "Cooperators."

**Section 1: PURPOSE AND OBJECTIVES**

The Indiana bat and the northern long-eared bat are federally-listed species native to a large portion of the eastern United States and the Commonwealth of Kentucky. This CMOA will implement recovery-focused conservation measures that will be undertaken by the Cooperators and afford a measurable conservation benefit for these species as set forth in the Service's Conservation Strategy for Forest-Dwelling Bats in the Commonwealth of Kentucky (Conservation Strategy) as modified April 2015 and hereby incorporated by reference. These measures will be implemented in association with the proposed project as detailed in section 4 of this CMOA. All measures will be implemented according to the terms of this CMOA. The Cooperators understand and intend that the benefits resulting from this CMOA may also provide conservation benefits for other federal protected species and native fish and wildlife.

**Section 2: AUTHORITY**

This CMOA is hereby entered into under the authorities of the Endangered Species Act (16 U.S.C. 1531 *et seq.*) (ESA), Fish and Wildlife Act of 1956 (16 U.S.C. 742a *et seq.*), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*). Section 5 of the ESA provides that, "The Secretary...shall establish and implement a program to conserve fish, wildlife, and plants, including those which are listed as endangered species or threatened species..." and "shall utilize land acquisition and other authority under the Fish and Wildlife Act, as amended, and the Migratory Bird Conservation Act, as appropriate". Section 7(a) (1) of the ESA further directs Federal agencies to "utilize their authorities in furtherance of the purposes of this Act [ESA] by carrying out programs for the conservation of endangered species and threatened species." The Fish and Wildlife Act of 1956 provides that the Secretary shall "...take such steps as may be required for the development, advancement, management, conservation, and protection of fish and wildlife resources...." Finally, the Fish and Wildlife Coordination Act states that the Secretary is authorized "to provide assistance to, and cooperate with, Federal, State, and public or private agencies and organizations in the development, protection, rearing, and stocking of all species of wildlife, resources thereof, and their habitat..."

The authorization for any incidental take of the Indiana bat and the northern long-eared bat, as defined in section 9 of the ESA, and resulting from impacts that may be associated with the qualified project(s), as defined in section 4 of this CMOA, is provided through the Service's incidental take statement and April 21, 2015 intra-Service biological opinion, which is incorporated herein by this reference. This biological opinion covers the Service's participation in conservation agreements for the Indiana bat and/or the northern long-eared bat, which includes this CMOA, that are based on implementation of the Conservation Strategy and exempts incidental take of Indiana bats and northern long-eared bats resulting from up to 2,000 acres of forested habitat for each species per year through April 30, 2020.

### Section 3: STATEMENT OF MUTUAL INTEREST

The mission of the Service is to work with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service's major responsibilities are for endangered species, threatened species, migratory birds, marine mammals, and freshwater and anadromous fish. The Service recognizes the ability and interest of HCWD1 to contribute to the conservation and recovery of the Indiana bat and the northern long-eared bat, and recognizes HCWD1 as a partner in the recovery and habitat conservation of the species. HCWD1 recognizes the Service's mission and its interest in developing partnerships to protect, restore, and manage important habitats on private and public lands for federal listed species. The Cooperators understand the collaboration for this CMOA is voluntary.

### Section 4: PROJECT DESCRIPTION

The proposed project consists of installing and/or replacing approximately 4.59 miles of waterline in Hardin and Meade counties, Kentucky to connect to the City of Louisville's water system. The following information was derived and calculated from the project proponent's agent, Stantec Consulting Services Inc., September 17, 2015 correspondence and attachments.

The proposed project would result in the direct loss of 8.0 acres of forested habitat from one (1) Indiana bat habitat type and two (2) northern long-eared bat habitat types during the specified timeframes as depicted in Table 1 below.

**Table 1**

Species	Habitat Type	Timeframe	Acreage
Indiana bat	summer 1 + swarming 1	unoccupied	8.0
Northern long-eared bat	summer 1 + swarming 2	unoccupied	3.5
Northern long-eared bat	potential	unoccupied	4.5
<b>TOTAL ACRES:</b>			<b>8.0</b>

These Indiana bat and northern long-eared bat habitat impacts are the impacts that are covered by this agreement and that were analyzed by the Service to assess the direct, indirect, and cumulative effects of the proposed project on Indiana bats and northern long-eared bats.

## Section 5: EFFECTIVE DATE AND TERMS OF AGREEMENT

This MOA is valid for HCWD1's consideration for 90 days from the date of the Service's signature below, shall be deemed effective on the last date signed below, and shall remain in effect until all terms of the agreement have been fulfilled, except as modified in Section 8 hereof.

HCWD1 has determined that the removal of all forested habitat will occur during the unoccupied timeframe (November 15 – March 31). Clearing when the species are not anticipated to be present is a specific minimization measure that avoids direct effects on roosting Indiana bats and northern long-eared bats and is intended to minimize the effect of the take on these species. The Imperiled Bat Conservation Fund contribution amount that is identified in section 6.4 of the MOA is based on the assumption that all tree removal associated with the project will be conducted during the unoccupied timeframe. If tree clearing must occur during the timeframe when the habitat is occupied by Indiana bats and/or northern long-eared bats (April 1 – November 14), then HCWD1 must notify the Service in advance of tree clearing during this timeframe and the MOA must be amended to appropriately account for the types of adverse effects to these species that would occur as a result. If additional forested areas not considered in Section 4 of this agreement are to be removed, then HCWD1 must coordinate with the Service to determine if additional modification of this agreement is necessary, and, if found necessary, HCWD1 will seek such modification.

## Section 6: SPECIFIC OBLIGATIONS OF THE COOPERATORS

HCWD1 and the Service agree to fulfill the following conditions to minimize the potential level of take of the Indiana bat and the northern long-eared bat, compensate for adverse effects on the Indiana bat and the northern long-eared bat that may result from construction of the project, and promote future conservation and recovery of the Indiana bat and the northern long-eared bat:

6.1 The Service will take the necessary steps to ensure that the project covered under this CMOA meets federal requirements for compliance with the National Environmental Policy Act (NEPA) and ESA. If HCWD1 has NEPA requirements beyond the scope of this CMOA, HCWD1 or other Federal action agency are responsible for those additional requirements.

With regard to the ESA, the Biological Opinion exempts incidental take of Indiana bats and northern long-eared bats associated with forested habitat removal. As such, paragraphs 6.3 and 6.4 are incorporated to ensure compliance with the Reasonable and Prudent Measures and Terms and Conditions of the biological opinion. HCWD1 acknowledges that any divergence from these measures and conditions may result in a violation of Section 9 of the ESA.

6.2 HCWD1 will take the necessary steps to ensure that the project covered under this CMOA meets federal requirements for compliance with the National Historic Preservation Act (NHPA).

6.3 The project proposed by HCWD1, as described in Section 4, will result in the incidental take of Indiana bats and northern long-eared bats in the form of habitat loss



totaling not more than 8.0 acres of the habitat type(s) specified in Table 1. HCWD1 may remove this habitat from November 15 - March 31, as stated in Section 5. If tree clearing is necessary outside of this timeframe, HCWD1 must notify the Service so that the CMOA and Imperiled Bat Conservation Fund (IBCF) contribution amount can be amended accordingly. Forested habitat associated with the proposed project, but not considered in this CMOA, shall not be removed without further coordination.

6.4 HCWD1 shall contribute \$65,000 to the IBCF administered by the Kentucky Natural Lands Trust (KNLT). This contribution is based on the removal of 8.0 acres of habitat as specified in Table 1 using the process identified in the Conservation Strategy. Funds shall be provided to KNLT within thirty (30) days of the last signature to this CMOA. HCWD1 shall provide the Service with a copy of the check or transaction receipt within seven (7) business days of payment that shows the date and amount of the deposit. In summary, this CMOA provides recovery based conservation benefits for the Indiana bat and the northern long-eared bat in form of contributions to the IBCF which, in turn, will fund habitat protection, conservation, restoration and/or priority monitoring and research projects for the Indiana bat and the northern long-eared bat.

#### Section 7: COOPERATION

Both the Service and HCWD1 acknowledge that it is their desire to facilitate the processes set forth in this CMOA by open communication and cooperation. Both parties agree to exercise their rights and obligations under this CMOA in good faith. If at any time HCWD1 has questions regarding this CMOA or the Conservation Strategy, the Service agrees to make itself available for consultation in a timely fashion.

#### Section 8: MODIFICATION OR TERMINATION

Modifications to this CMOA may be proposed by either party in writing and will become effective upon being reduced to a written instrument and being signed by duly authorized representatives of the Cooperators.

HCWD1 or the Service may terminate this CMOA at any time within or prior to thirty (30) days of the last signature to this CMOA upon written notification from the other signatory party. Failure to fulfill the provisions, as specified, within paragraph 6.4 will result in automatic termination of this CMOA.

#### Section 9: OTHER PROVISIONS

9.1 The Cooperators hereto agree that they shall be liable for the negligent or wrongful acts or omissions of their employees, agents, and assigns only to the extent liable under applicable law. Nothing in this CMOA shall be interpreted or construed as constituting a waiver by any party of sovereign immunity or statutory limitation on liability.

9.2 Each provision of this CMOA shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the CMOA shall be prohibited or invalid under application law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this CMOA.

9.3 No provision of this CMOA shall be interpreted as or constitute a commitment or requirement that either party take actions in contravention of applicable laws, either substantive or procedural.

9.4 Nothing in the CMOA shall be interpreted as or constitute a commitment or requirement that the Service obligate or pay funds in contravention of the Anti-Deficiency Act, 31 U.S.C. §1341, or any other law or regulation.

9.5 Third Parties Not to Benefit: This CMOA does not grant rights or benefits of any nature to any party not named or identified in this CMOA.

9.6 Merger: This CMOA contains the sole and entire CMOA of the parties. No oral representations of any nature form the basis of or may amend this CMOA. This CMOA may be extended, renewed, or amended only when agreed to in writing by the parties.

9.7 Waiver: Failure to enforce any provision of this agreement by either party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this agreement. The waiver of any provision must be express and evidenced in writing.

9.8 Assignment: No part of this agreement shall be assigned to any other party.

#### Section 10: NOTICES AND AUTHORIZED REPRESENTATIVES

Notices shall be made in writing to the persons at the addresses listed below and may be given by personal delivery, mail or by telecopy (FAX) to the duly authorized representatives listed below. If there are changes in a party's representative, each party shall notify the other party, in writing, within thirty (30) days of the change in their representative.

U.S. Fish and Wildlife Service  
Virgil Lee Andrews, Jr.  
Field Office Supervisor  
330 West Broadway, Room 265  
Frankfort, Kentucky 40601  
502/695-0468 (telephone)  
502/695-1024 (fax)

Hardin County Water District No. 1  
Attn: Mr. Jim Bruce  
1400 Rogersville Road  
Radcliff, KY 40160  
contact: James A. Evans  
Stantec Consulting Services Inc.  
james.evans@stantec.com

Each party hereby indicates its acceptance of the terms and conditions of the CMOA as outlined herein by its signature below. The parties hereto have executed this CMOA as of the last written date below:

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

BY: [Signature]  
TITLE: Assistant Regional Director

DATE: 10/8/15

HARDIN COUNTY WATER DISTRICT NO. 1

BY: [Signature]  
TITLE: GENERAL MANAGER

DATE: 10/26/15

## PRELIMINARY JURISDICTIONAL DETERMINATION FORM

### BACKGROUND INFORMATION

**A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):** October 15, 2015

**B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**

Hardin County Water District No. 1  
c/o Daniel Clifford  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Represented by:  
Kevin J. Brian  
HDR Engineering  
401 West Main Street, Suite 500  
Louisville, Kentucky 40202

**C. DISTRICT OFFICE, FILE NAME, AND NUMBER:** Louisville District (CELRL-OPF-S), LWC Interconnect – Transmission Main and Pump Station Improvements, LRL-2014-924

**D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:**

The interconnect project will allow Hardin County Water District No. 1 (HCWDQ) to purchase potable water from Louisville Water Company (LWC) and convey to HCWD1's customers in Hardin and Meade Counties. The interconnect project will provide a back-up finished water supply and allow HCWD1 to provide potable water during peak demand periods and when HCWD1's Pirtle WTP is shutdown for maintenance. The interconnect project will allow HCWD1 to meet future needs of Meade County Water District and other wholesale customers.

The scope of improvement include the following:

- Install approximately 19,950 linear feet of 16-inch and 24-inch water mains and appurtenances along Dixie Highway and existing utility corridors
- Install one (1) below ground master meter vault
- Install one (1) above ground package booster pump station, approximately 44' Long x 15' wide x 10' tall, rated at 3.5 to 10 MGD pumping capacity (3-250 to 300 HP pumps)
- Convert approximately 41,700 lf of existing 14-inch DI main from raw water to finished water and install appurtenances along line (gate valves, air release valves, and drain assemblies)
- Install approximately 4,300 lineal feet of 16-inch water main to the existing Pritchard tank

See attached USGS Map for project location.

**(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)**

State: Kentucky County/parish/borough: Jefferson/Hardin City:  
Center coordinates of site (lat/long in degree decimal format): Lat. 38.001036° N,  
Long. 85.942426° W.

Universal Transverse Mercator:

Name of nearest waterbody: Salt River

Identify (estimate) amount of waters in the review area:

Non-wetland waters: linear feet: 200 width (ft) and/or          acres.

Cowardin Class: Riverine

Stream Flow: Perennial, Intermittent

Wetlands: acres.

Cowardin Class:

Name of any water bodies on the site that have been identified as Section 10 waters:

Tidal:

Non-Tidal: Salt River

**E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

☒ Office (Desk) Determination. Date: October 15, 2015

☐ Field Determination. Date(s):

1. The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

2. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant

to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. 331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

This preliminary JD finds that there "may be" waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

**SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply -**

checked items should be included in case file and, where checked and requested, appropriately reference sources below):

- ☒ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant:
- ☐ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps:
- ☐ Corps navigable waters' study:
- ☐ U.S. Geological Survey Hydrologic Atlas:
  - ☐ USGS NHD data.
  - ☐ USGS 8 and 12 digit HUC maps.
- ☒ U.S. Geological Survey map(s). Cite scale & quad name:
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation:
- ☐ National wetlands inventory map(s). Cite name:
- ☐ State/Local wetland inventory map(s):.
- ☐ FEMA/FIRM maps:
- ☐ 100-year Floodplain Elevation is: (National Geodetic Vertical Datum of 1929)
- ☒ Photographs: ☒ Aerial (Name & Date):  
or ☐ Other (Name & Date):
- ☐ Previous determination(s). File no. and date of response letter:
- ☐ Other information (please specify):

**IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.**

Jane Archer 10/19/15  
Signature and date of  
Regulatory Project Manager  
(REQUIRED)

[Signature] 10/15/15  
Signature and date of  
person requesting preliminary JD  
(REQUIRED, unless obtaining the  
signature is impracticable)

Site number	Latitude	Longitude	Cowardin Class	Estimated amount of aquatic resource in review area	Class of aquatic resource
A Salt River	38° 00' 03" N	85° 56' 31" W	Riverine	50 Linear Feet	Non Section 10 – non-wetland
B Bees Branch	37° 59' 43" N	85° 56' 53" W	Riverine	30 Linear Feet	Non Section 10 – non-wetland
C Bees Branch	37° 59' 42" N	85° 56' 54" W	Riverine	30 Linear Feet	Non Section 10 – non-wetland
D Bees Branch	37° 59' 39" N	85° 56' 57" W	Riverine	30 Linear Feet	Non Section 10 – non-wetland
E Unnamed Tributary Bees Branch	37° 59' 31" N	85° 57' 05" W	Riverine	30 Linear Feet	Non Section 10 – non-wetland
F Bees Branch	37° 58' 54" N	85° 57' 37" W	Riverine	30 Linear Feet	Non Section 10 – non-wetland



# NOTIFICATION OF ADMINISTRATIVE APPEAL OPTIONS AND DECISION AND REQUEST FOR APPEAL

Applicant: Hardin County Water District #1	File Number: LRL-2014-924	Date: 12/01/2015
Attached is:		See Section below
<input type="checkbox"/>	INITIAL PROFFERED PERMIT (Standard Permit or Letter of permission)	A
<input type="checkbox"/>	PROFFERED PERMIT (Standard Permit or Letter of permission)	B
<input type="checkbox"/>	PERMIT DENIAL	C
<input type="checkbox"/>	APPROVED JURISDICTIONAL DETERMINATION	D
<input checked="" type="checkbox"/>	PRELIMINARY JURISDICTIONAL DETERMINATION	E

**SECTION I.** The following identifies your rights and options regarding an administrative appeal of the above decision. Additional information may be found at <http://www.asht.com/CECW/Pages/CECW%20-%20Initial%20Appeal%20-%20Corps%20relations.aspx> or Corps regulations at 33 CFR Part 331.

## A: INITIAL PROFFERED PERMIT: You may accept or object to the permit.

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **OBJECT:** If you object to the permit (Standard or LOP) because of certain terms and conditions therein, you may request that the permit be modified accordingly. You must complete Section II of this form and return the form to the district engineer. Your objections must be received by the district engineer within 60 days of the date of this notice, or you will forfeit your right to appeal the permit in the future. Upon receipt of your letter, the district engineer will evaluate your objections and may: (a) modify the permit to address all of your concerns, (b) modify the permit to address some of your objections, or (c) not modify the permit having determined that the permit should be issued as previously written. After evaluating your objections, the district engineer will send you a proffered permit for your reconsideration, as indicated in Section B below.

## B: PROFFERED PERMIT: You may accept or appeal the permit

- **ACCEPT:** If you received a Standard Permit, you may sign the permit document and return it to the district engineer for final authorization. If you received a Letter of Permission (LOP), you may accept the LOP and your work is authorized. Your signature on the Standard Permit or acceptance of the LOP means that you accept the permit in its entirety, and waive all rights to appeal the permit, including its terms and conditions, and approved jurisdictional determinations associated with the permit.
- **APPEAL:** If you choose to decline the proffered permit (Standard or LOP) because of certain terms and conditions therein, you may appeal the declined permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

## C: PERMIT DENIAL: You may appeal the denial of a permit under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

## D: APPROVED JURISDICTIONAL DETERMINATION: You may accept or appeal the approved JD or provide new information.

- **ACCEPT:** You do not need to notify the Corps to accept an approved JD. Failure to notify the Corps within 60 days of the date of this notice, means that you accept the approved JD in its entirety, and waive all rights to appeal the approved JD.
- **APPEAL:** If you disagree with the approved JD, you may appeal the approved JD under the Corps of Engineers Administrative Appeal Process by completing Section II of this form and sending the form to the division engineer. This form must be received by the division engineer within 60 days of the date of this notice.

## E: PRELIMINARY JURISDICTIONAL DETERMINATION: You do not need to respond to the Corps regarding the preliminary JD. The Preliminary JD is not appealable. If you wish, you may request an approved JD (which may be appealed), by contacting the Corps district for further instruction. Also you may provide new information for further consideration by the Corps to reevaluate the JD.



**SECTION II REQUEST FOR APPEAL & OBJECTIONS TO AN INITIAL PROFFERED PERMIT**

**REASONS FOR APPEAL OR OBJECTIONS:** (Describe your reasons for appealing the decision or your objections to an initial proffered permit in clear concise statements. You may attach additional information to this form to clarify where your reasons or objections are addressed in the administrative record.)

**ADDITIONAL INFORMATION:** The appeal is limited to a review of the administrative record, the Corps memorandum for the record of the appeal conference or meeting, and any supplemental information that the review officer has determined is needed to clarify the administrative record. Neither the appellant nor the Corps may add new information or analyses to the record. However, you may provide additional information to clarify the location of information that is already in the administrative record.

**POINT OF CONTACT FOR QUESTIONS OR INFORMATION**

If you have questions regarding this decision and/or the appeal process you may contact:

Ms. Jane Archer  
U.S. Army Corps of Engineers  
P.O. Box 59, Rm 752  
Attn: CELRL-OPF-S  
Louisville, Kentucky 40201-0059  
(502) 315-6682

If you only have questions regarding the appeal process you may also contact:

U.S. Army Corps of Engineers  
ATTN: Jacob Siegrist  
Appeal Review Officer CELRD-PD-REG  
550 Main Street, Room 10524  
Cincinnati, OH 45202-3222  
TEL (513) 684-2699; FAX (513) 684-2460

**RIGHT OF ENTRY:** Your signature below grants the right of entry to Corps of Engineers personnel, and any government consultants, to conduct investigations of the project site during the course of the appeal process. You will be provided a 15 day notice of any site investigation, and will have the opportunity to participate in all site investigations.

\_\_\_\_\_  
Signature of appellant or agent.

Date:

Telephone number:

**RECORD OF ENVIRONMENTAL CONSIDERATION  
HCWD #1 EASEMENT FOR TREATMENT OF OFF POST WASTEWATER  
Fort Knox, Kentucky 40121**

**Date: 25 January 2013**

**PROJECT TITLE: HCWD #1 Easement for Treatment of Off Post Wastewater**

**DESCRIPTION:** The proposed easement would allow HCWD #1 to install a 14 inch transmission main that will serve HCWD #1's water system not associated with Fort Knox. Request for an easement that is 40 ft wide and 7,430 ft long with an additional area of approximately 1 acre to construct a pump station and access road. HCWD#1 already maintains an existing 30 ft wide easement in this area. An aerial photograph is attached as an enclosure.

**This action is covered under 32 CFR Part 651, Environmental Analysis of Army Actions: Final Rule, (March 29, 2002), Appendix B – Categorical Exclusions, Section II: Paragraph (f) Real Estate Activities: (1) Grants or acquisitions of leases, licenses, easements, and permits for use of real property or facilities in which there is no significant change in land or facility use. Examples include, but are not limited to, Army controlled property and Army leases of civilian property to include leases of training, administrative, general use, special purpose, or warehouse space.**

**ANTICIPATED START DATE OF THE PROPOSED ACTION: March 2013**

1. This action is not a major federal action significantly affecting the quality of the human environment. This action has not been segmented.
2. There are no exceptional circumstances that exist at the proposed construction site.
3. There are no environmentally controversial changes to existing environmental conditions for the proposed demolitions areas.
4. There are no extraordinary conditions associated with this project.
5. This project does not involve the use of unproven technology.
6. There is no reasonable likelihood of significant effects on public health, safety, or the environment.
7. There is no reasonable likelihood of significant environmental effects (direct, indirect, and cumulative).
8. There is no imposition of uncertain or unique environmental risks.
9. The scope or size of this project is no greater than normal for this category of action.

**RECORD OF ENVIRONMENTAL CONSIDERATION – HCWD #1 EASEMENT FOR TREATMENT OF OFF POST WASTEWATER, Fort Knox, Kentucky 40121 (Continued)**

10. The proposed action would not normally result in releases of petroleum, oils and lubricants (POL) except from a properly functioning engine or vehicle. Accidental release of POL products would be reported and cleaned up in accordance with EPA and Kentucky laws and regulations.

11. The use of pesticides or herbicides is prohibited without the approval of the Fort Knox Forestry Section, Environmental Management Division, Directorate of Public Works.

12. There is no reasonable likelihood of violating any federal, state or local laws or requirements imposed for the protection of the environment.

13. There is no potential of an already poor environment being further degraded.

14. This action does not establish a precedent for future or subsequent actions that is likely to have a future significant effect.

15. Potential Effect on Sensitive Resources:

a. Fort Knox has two federally listed endangered species that have been observed on the installation: Endangered - The Gray Bat (*Myotis grisescens*) and the Indiana Bat (*Myotis sodalis*); Fort Knox is located within the core boundary area for management of the federally endangered Indiana Bat. Trees 5 inches or above at breast height (dbh) can only be removed during the period 15 November – 31 March.

b. Cultural Resources: Section 106 of the National Historic Preservation Act requires federal agencies to take into account the effects of undertakings on historic properties. Historic properties include buildings, structures, sites, objects and districts that are eligible for the National Register of Historic Places (NRHP). Projects that could result in adverse effects on historic properties must be reviewed in consultation with the Kentucky State Historic Preservation Office (SHPO).

The proposed Hardin County Water District #1 Easement for Treatment of Off-Post Wastewater does not have the potential to affect cultural resources. The project area has been surveyed for historic properties (1: *Christopher M. Sims and James C. Pritchard 2011. Phase I Archaeological Survey of 974 Acres and Phase I Intensive Archaeological Survey of Four Known Sites at Fort Knox, Bullitt, Hardin and Meade Counties, Kentucky. Brockington and Associates, Inc.*, 2: *Nancy O'Malley et al. 1980. Stage I Archaeological Investigations at Fort Knox, Kentucky. University of Kentucky*). No historic properties were discovered within the proposed project area. The Kentucky SHPO concurred with the results and recommendations of the surveys.

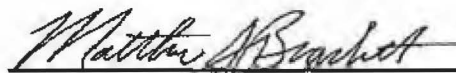
**RECORD OF ENVIRONMENTAL CONSIDERATION – HCWD #1 EASEMENT FOR  
TREATMENT OF OFF POST WASTEWATER, Fort Knox, Kentucky 40121 (Continued)**

In summary, the Hardin County Water District #1 Easement for Treatment of Off-Post Wastewater does not have the potential to result in adverse effects to historic properties. No additional review is necessary and the requirements of Section 106 have been fulfilled.

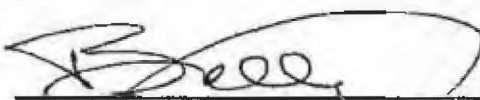
**CONCLUSIONS:** The proposed action as currently described would have no long-term cumulative effects on the environment. If the scope of the project changes, this REC would be reviewed to determine if the document fully complies with the intent of the National Environmental Policy Act.

**THIS DOCUMENT DOES NOT RELIEVE THE PROPONENT OF COMPLIANCE  
WITH APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS.**


**PROPONENT:**

 Date 29 JAN 2013  
**MATT BRACKETT**  
Chief, Master Planning Division  
Directorate of Public Works

**CONCURRENCE BY OFFICE OF STAFF JUDGE ADVOCATE:**

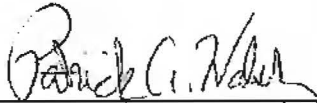
 Date 11 FEB 2013  
**CPT BRETT C. SHEPARD**  
Administrative Law  
Office of the Staff Judge Advocate

**APPROVED BY INSTALLATION ENVIRONMENTAL COORDINATOR:**

 Date 13 Feb 2013  
**DANIEL S. MUSEL**  
Chief, Environmental Management Division  
Directorate of Public Works

**RECORD OF ENVIRONMENTAL CONSIDERATION – HCWD #1 EASEMENT FOR  
TREATMENT OF OFF POST WASTEWATER, Fort Knox, Kentucky 40121 (Continued)**

**CONCURRENCE BY DIRECTOR OF PUBLIC WORKS:**



Date 2/14/13

**PATRICK A. WALSH**  
**Director of Public Works**

**Enclosures**

- Aerial photograph

# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of, July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$63.96, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-03-006, US 31W & 4th St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 895, Page 100 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

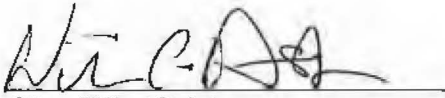
26. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
27. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
28. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
29. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

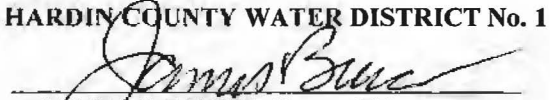
Doc ID: 009521500003 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 08/01/2014 at 02:46:06 PM  
Receipt#: 2014-00009662  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 PG 535-537

30. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
City of West Point

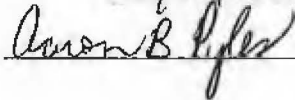
HARDIN COUNTY WATER DISTRICT No. 1  
  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor, William Ash

My commission expires: MAY 13 2017

Notary Public: 

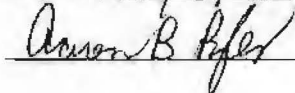


STATE OF KENTUCKY:

COUNTY OF HARDIN:

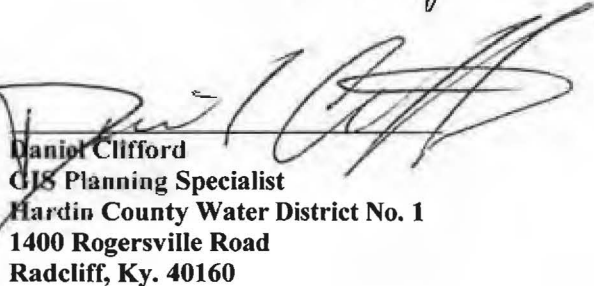
The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: MAY 13, 2017

Notary Public: 



Prepared by:

  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

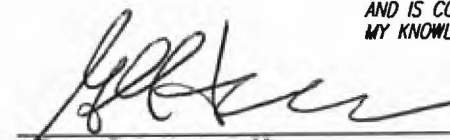
 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 2,562.38 SQ. FT.

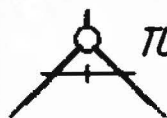
127.93L.F. LENGTH OF WATERLINE CENTERLINE



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

 5/6/14  
GLENN S. TURNER, PLS 2153 DATE



**TURNER ENGINEERING, INC.**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

I, Kenneth L. Tabb, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

  
By: JANET M FIGHTS, dc

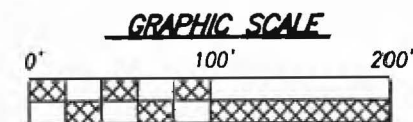
158-10-03-014  
LAAGER, INC.  
DIXIE HWY  
DB. 1330, Pg. 347

15' TEMPORARY  
CONSTRUCTION  
EASEMENT

158-10-03-006  
CITY OF WEST POINT  
DIXIE HWY  
DB. 895, Pg. 100

158-10-03-007  
WEST POINT USED CAR TRAILERS  
& LAWNMOWER SALES, LLC  
DIXIE HWY  
DB. 1239, Pg. 262

C/L 20' WATER  
LINE ESMT  
"BEING GRANTED"



## WATER LINE EASEMENT

PROPERTY OF:

CITY OF WEST POINT  
DB. 895, Pg. 100  
509 W ELM ST  
WEST POINT, KY 40177  
TAX MAP 158-10-03-006

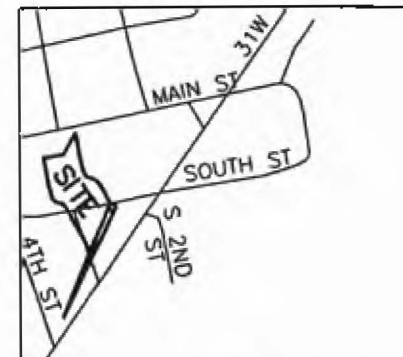
PROPERTY ADDRESS:

US31W & 4TH ST  
WEST POINT, KY 40177

DATE: 3/25/2014



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



**VICINITY MAP**  
NOT TO SCALE

# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of, July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$25.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-04-018, 99 South St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 887, Page 566 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

21. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
22. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
23. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
24. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

Doc ID: 009521510003 Type: DEED  
Kind: EASEMENT - DEED  
Recorded: 08/01/2014 at 02:46:21 PM  
Receipt#: 2014-00009652  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 PG 538-540



25. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
\_\_\_\_\_  
City of West Point

HARDIN COUNTY WATER DISTRICT No. 1

  
\_\_\_\_\_  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor, William Ash

My commission expires: MAY 13, 2017

Notary Public: 



STATE OF KENTUCKY:

COUNTY OF HARDIN:


The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: MAY 13, 2017

Notary Public: 



Prepared by:

  
\_\_\_\_\_  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160

# **NOTES**

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT


 DENOTES WATER LINE EASEMENT "BEING GRANTED" = 1,000.00 SQ. FT.

50.00L.F. LENGTH OF WATERLINE CENTERLINE



## **LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
 GLENN S. TURNER, PLS 2153  
 DATE 5/6/14



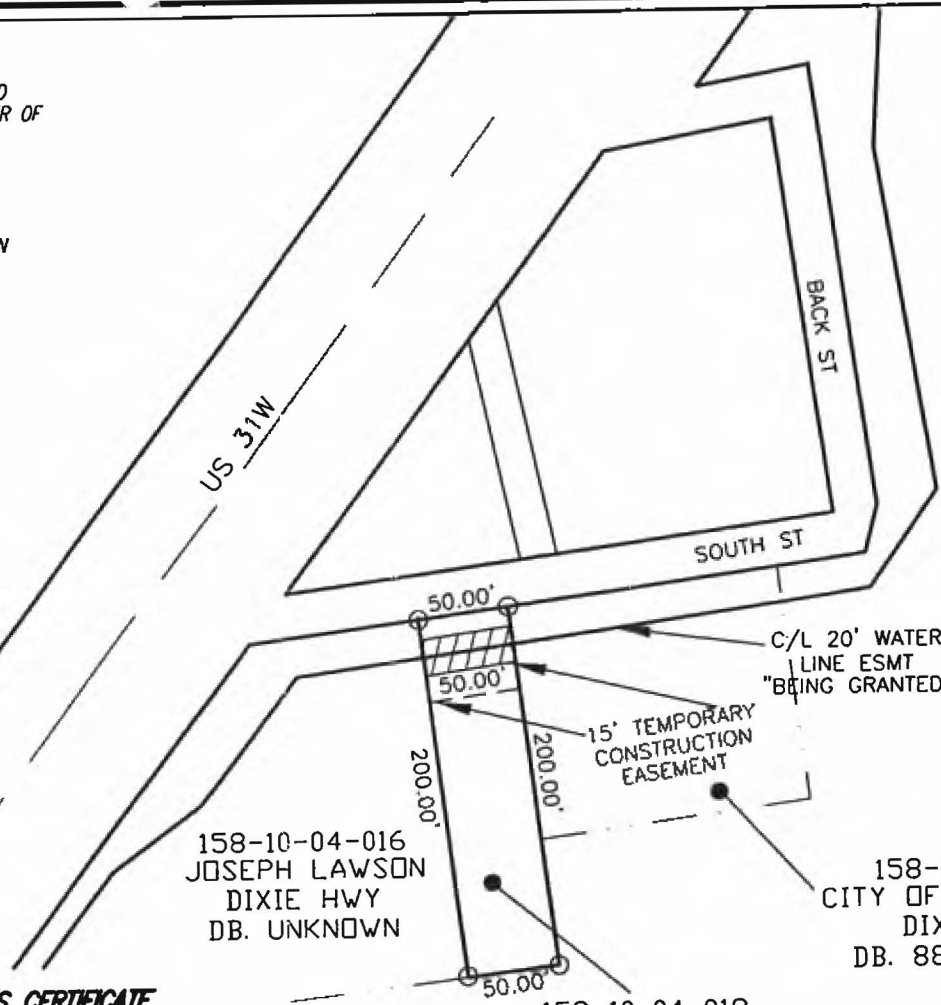
**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497



158-10-04-016  
 JOSEPH LAWSON  
 DIXIE HWY  
 DB. UNKNOWN

158-10-04-019  
 CITY OF WEST POINT  
 DIXIE HWY  
 DB. 887, Pg. 632

158-10-04-018  
 CITY OF WEST POINT  
 DIXIE HWY  
 DB. 887, Pg. 566

158-10-04-017  
 ALBRO CHARLES W & MARY R  
 DIXIE HWY  
 DB. 169, Pg. 78

## **WATER LINE EASEMENT**

PROPERTY OF:

CITY OF WEST POINT  
 D.B. 887, PG. 566  
 509 W ELM ST  
 WEST POINT, KY 40177  
 TAX MAP 158-10-04-018

PROPERTY ADDRESS:

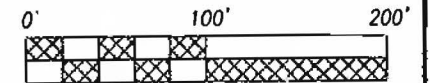
99 SOUTH ST  
 WEST POINT, KY 40177

DATE: 3/25/2014

BY: JANET M FIGHTS, dc

I, Kenneth L. Tabb, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.

## **GRAPHIC SCALE**



NORTH AND ALL BEARINGS ARE BASED ON STATE PLANE COORDINATES KENTUCKY NORTH ZONE



## **VICINITY MAP**

NOT TO SCALE



# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$75.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-04-019, South St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 887, Page 632 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

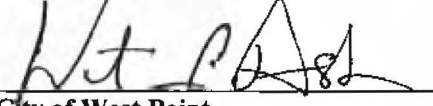
Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

16. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
17. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
18. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
19. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).
20. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

Doc ID: 009521520003 Type: DEED  
Kind: EASEMENT DEED  
Recorded: 08/01/2014 at 02:46:34 PM  
Receipt#: 2014-00009652  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 pg 541-543

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
City of West Point

HARDIN COUNTY WATER DISTRICT No. 1

  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor, William Ash

My commission expires: MAY 13, 2017

Notary Public: Aaron B Pyles



STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: MAY 13, 2017

Notary Public: Aaron B Pyles



Prepared by:

  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

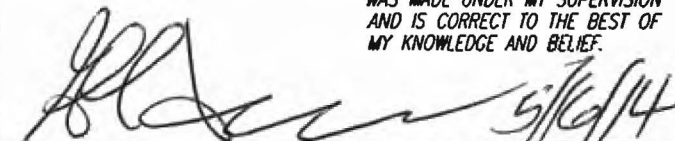
 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 3,000.00 SQ. FT.

150.00L.F. LENGTH OF WATERLINE CENTERLINE



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

  
GLENN S. TURNER, PLS 2153  
DATE 5/16/14

 **TURNER ENGINEERING, INC**  
DIVISION OF NEW BANKS, INC.  
5735 NORTH DIXIE HIGHWAY  
ELIZABETHTOWN, KY 42701  
PH. (270) 737-3232 FAX (270) 769-5497

158-10-04-018  
CITY OF WEST POINT  
DIXIE HWY  
DB. 887, Pg. 566

158-10-04-019  
CITY OF WEST POINT  
DIXIE HWY  
DB. 887, Pg. 632

158-10-04-017  
ALBRO CHARLES W & MARY R  
DIXIE HWY  
DB. 169, Pg. 78

## WATER LINE EASEMENT

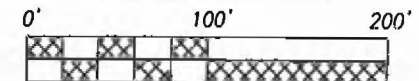
PROPERTY OF:  
CITY OF WEST POINT  
D.B. 887, PG. 632  
509 W ELM ST  
WEST POINT, KY 40177  
TAX MAP 158-10-04-019  
PROPERTY ADDRESS:  
SOUTH ST  
WEST POINT, KY 40177

DATE: 3/25/2014

By: JANET M FIGHTS, dc

I, Kenneth L. Tabb, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

## GRAPHIC SCALE



## VICINITY MAP

NOT TO SCALE

NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of, July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$25.00, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-04-020, South St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 887, Page 562 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

11. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
12. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
13. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
14. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

Doc ID: 009521530003 Type: DEED  
Kind: EASEMENT - DEED  
Recorded: 08/01/2014 at 02:46:44 PM  
Receipt#: 2014-00009652  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 pg 544-546

15. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
City of West Point

HARDIN COUNTY WATER DISTRICT No. 1

  
JAMES S. BRUCE, General Manager

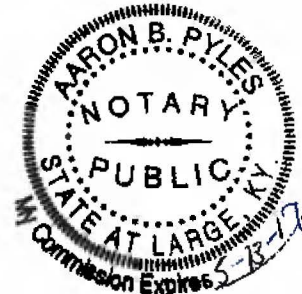
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor William Ash

My commission expires: May 13, 2017

Notary Public: Aaron B. Pyles



STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: May 13, 2017

Notary Public: Aaron B. Pyles



Prepared by:

  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

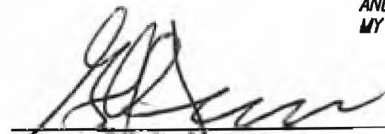
 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 1,000.00 SQ. FT.

50.00L.F. LENGTH OF WATERLINE CENTERLINE

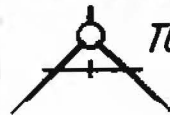


## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

  
GLENN S. TURNER, PLS 2153

5/16/14  
DATE



**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

158-10-04-017  
ALBRO CHARLES W & MARY R  
DIXIE HWY  
DB. 169, Pg. 78

## WATER LINE EASEMENT

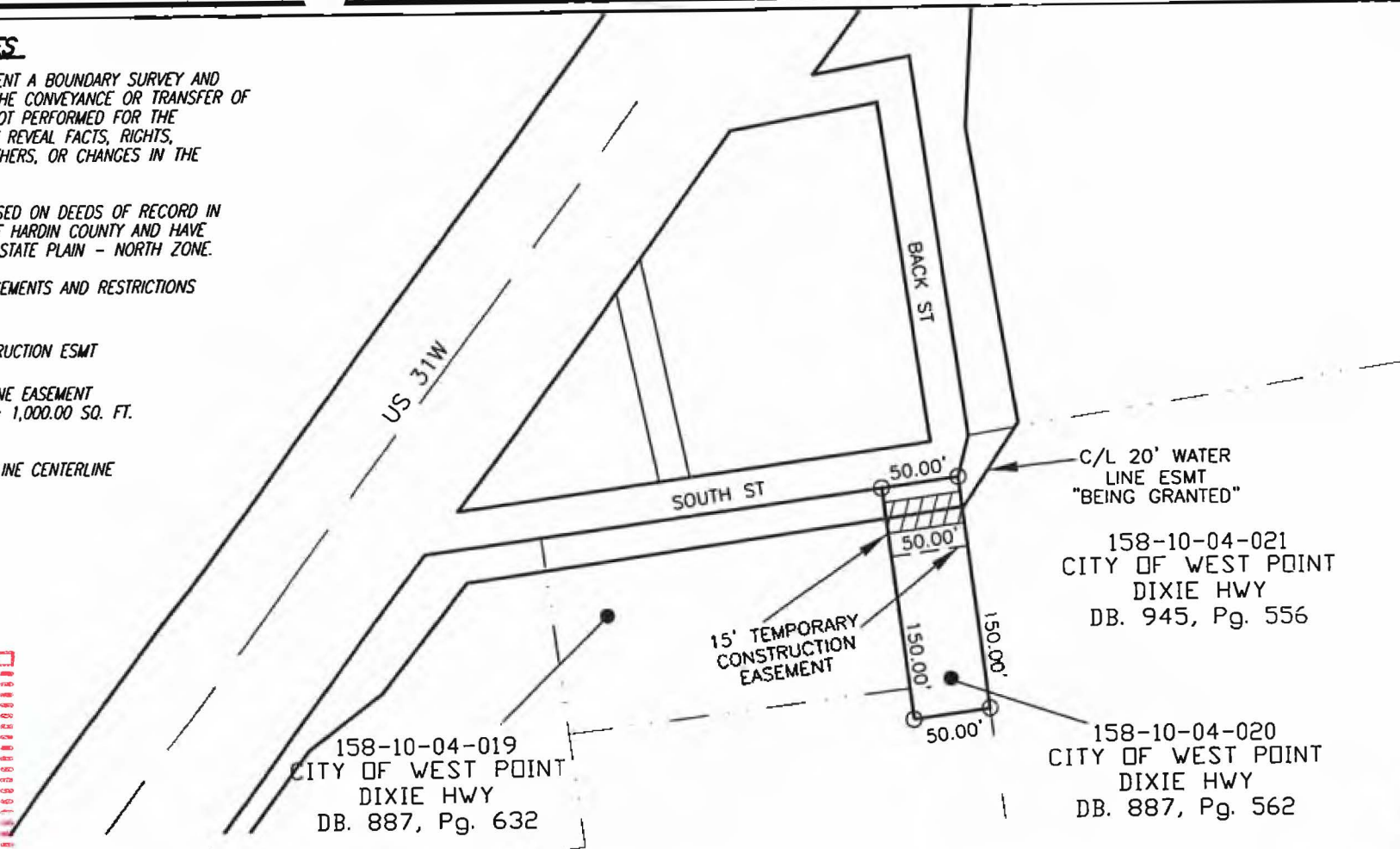
PROPERTY OF:

CITY OF WEST POINT  
D.B. 887, PG. 562  
509 W ELM ST  
WEST POINT, KY 40177  
TAX MAP 158-10-04-020

PROPERTY ADDRESS:

SOUTH ST  
WEST POINT, KY 40177

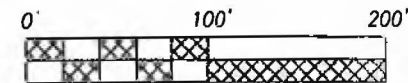
DATE: 3/25/2014



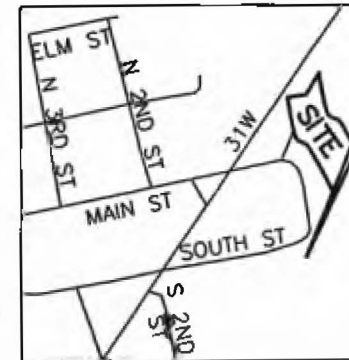
By: JANET M FIGHTS, dc

I, Kenneth L. Tabb, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.

## GRAPHIC SCALE



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



## VICINITY MAP

NOT TO SCALE

# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of, July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$30.87, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-04-021, Int. of South St. & Back St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 945, Page 556 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

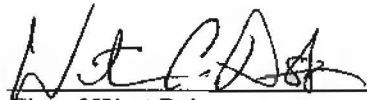
6. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
7. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
8. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
9. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).
10. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

Doc ID: 009521540003 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 08/01/2014 at 02:46:53 PM  
Receipt#: 2014-00009652  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 PG 547-549



PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
City of West Point

HARDIN COUNTY WATER DISTRICT No. 1

  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor, William Ash

My commission expires: May 13, 2017

Notary Public: Aaron B Pyles



STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: May 13, 2017

Notary Public: Aaron B Pyles



Prepared by:

  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160

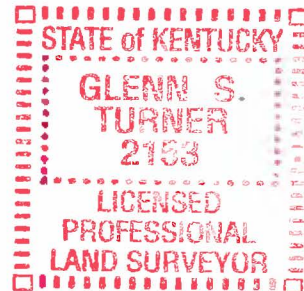
# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

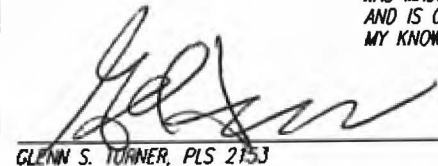
 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 1,227.48 SQ. FT.

61.74L.F. LENGTH OF WATERLINE CENTERLINE



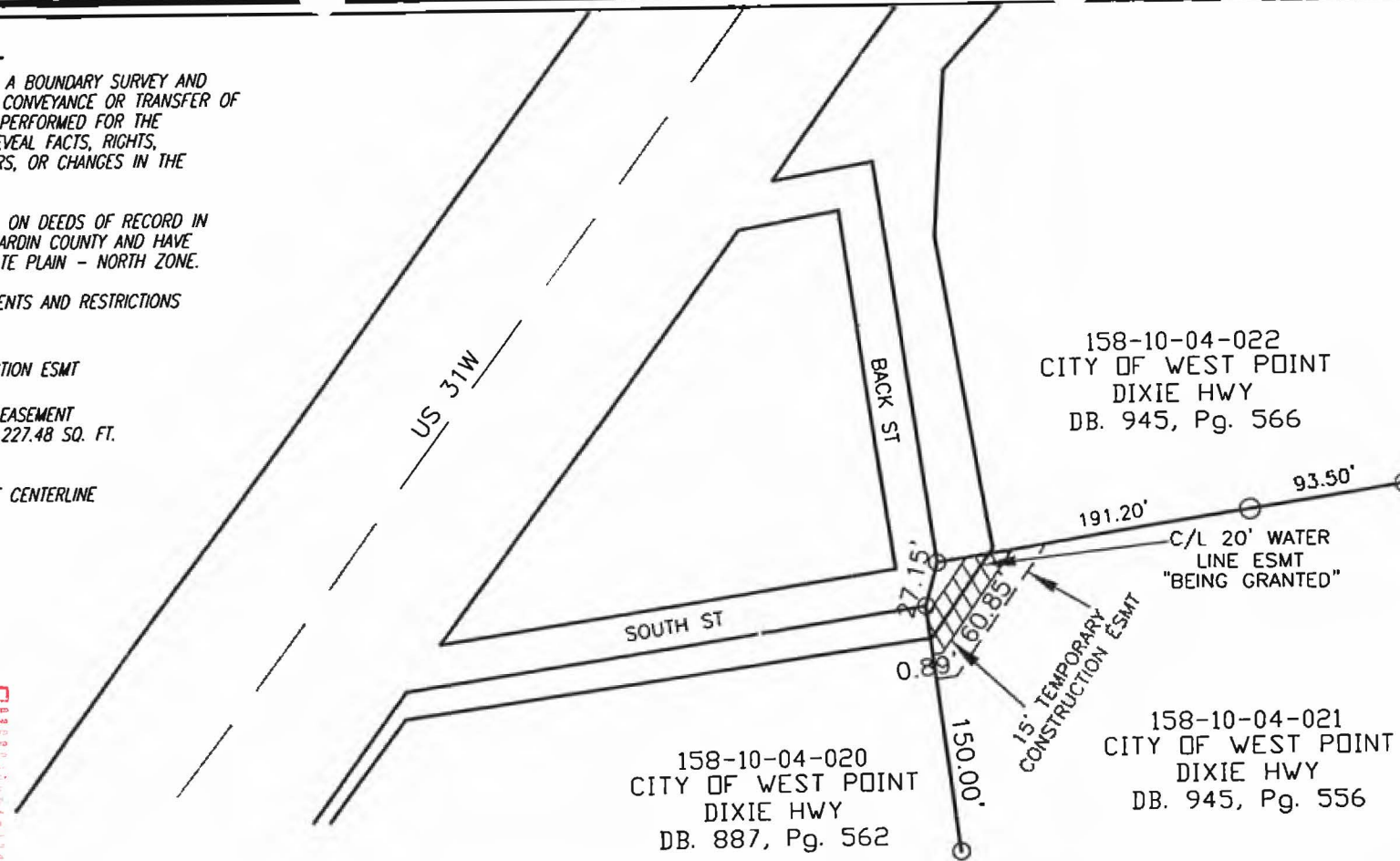
## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

  
GLENN S. TURNER, PLS 2153

5/16/14  
DATE

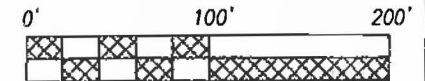
 **TURNER ENGINEERING, INC**  
DIVISION OF NEW BANKS, INC.  
5735 NORTH DIXIE HIGHWAY  
ELIZABETHTOWN, KY 42701  
PH. (270) 737-3232 FAX (270) 769-5497



By: JANET M. FIGHTS, dc

I, Kenneth L. Tabb, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

## GRAPHIC SCALE



## WATER LINE EASEMENT

### PROPERTY OF:

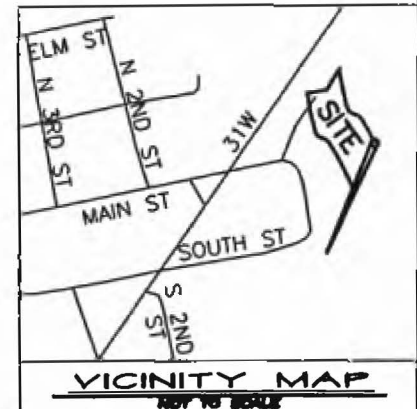
CITY OF WEST POINT  
D.B. 945, PG. 556  
509 W ELM ST  
WEST POINT, KY 40177  
TAX MAP 158-10-04-021

### PROPERTY ADDRESS:

INT SOUTH ST & BACK ST  
WEST POINT, KY 40177

DATE: 3/25/2014

NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE





# WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29 day of, July 2014, by and between, City of West Point, of 509 W Elm St., West Point, Kentucky, 40177, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$299.36, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 158-10-04-022, US 31W at Salt River, West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 70' wide temporary construction easement and a variable temporary construction easement (as shown on the attached drawing). Temporary easements to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 945, Page 566 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

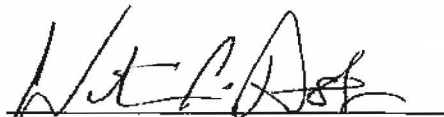
1. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
2. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
3. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
4. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

Doc ID: 009521550003 Type: DEED  
Kind: EASEMENT - DEED  
Recorded: 08/01/2014 at 02:47:02 PM  
Receipt#: 2014-00009652  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Kenneth L. Tabb Clerk  
BK 1398 pg 550-552


5. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
City of West Point

HARDIN COUNTY WATER DISTRICT No. 1

  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by City of West Point Mayor, William Ash

My commission expires: May 13, 2017

Notary Public: Aaron B Pyles



STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of July, 2014 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: May 13, 2017

Notary Public: Aaron B Pyles




Prepared by

  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT  
 DENOTES WATER LINE EASEMENT  
 "BEING GRANTED" = 11974.83 SQ. FT.

598.71L.F. LENGTH OF WATERLINE CENTERLINE



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT WAS MADE UNDER MY SUPERVISION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*[Signature]*  
 GLENN S. TURNER, PLS 2153

9/16/14  
 DATE



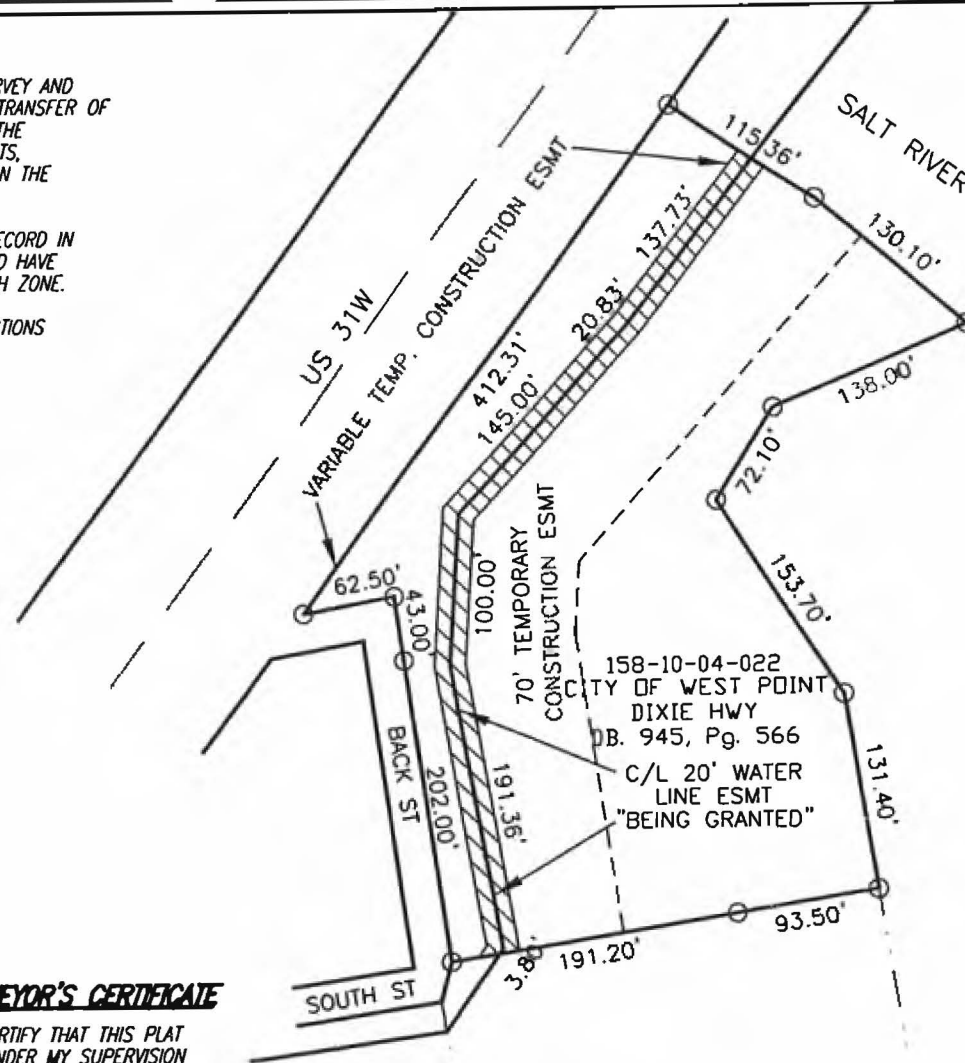
**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497



158-10-04-021  
 CITY OF WEST POINT  
 DIXIE HWY  
 DB. 945, Pg. 556

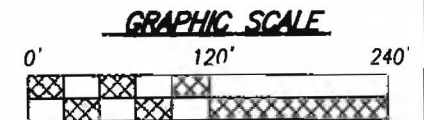
## WATER LINE EASEMENT

PROPERTY OF:  
 CITY OF WEST POINT  
 D.B. 945, PG. 566  
 509 W ELM ST  
 WEST POINT, KY 40177  
 TAX MAP 158-10-04-022

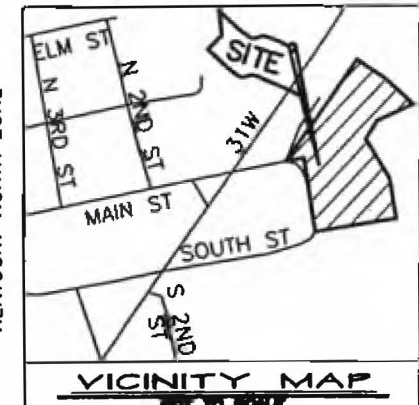
PROPERTY ADDRESS:  
 US 31W AT SALT RIVER  
 WEST POINT, KY 40177

DATE: 3/25/2014

I, Kenneth L. Tabb, County Clerk of Hardin County, Kentucky, hereby certify that the foregoing instrument has been duly recorded in my office.  
 BY: JANET M FIGHTS, dc



NORTH AND ALL BEARINGS ARE  
 BASED ON STATE PLANE COORDINATES  
 KENTUCKY NORTH ZONE



## WATER LINE EASEMENT

THIS EASEMENT made and entered into this 29<sup>th</sup> day of, April 2015, by and between, Thomas Hoepfner, of 8201 Hunstman Trail, Louisville, Kentucky, 40291, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$33.01, plus \$100 for time and effort reviewing the documents, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 136-00-00-027, Honeysuckle Ln., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement and a variable temporary construction easement (as shown on the attached drawing). Temporary easements to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 1196, Page 276 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

1. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
2. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
3. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
4. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

Doc ID: OC 580003 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 06/30/2015 at 12:13:44 PM  
Receipt#: 2015-00007620  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Debbie Donnelly Clerk  
BK 1411 PG 100-102

5. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

Thomas H. Hoepfner  
Thomas Hoepfner

HARDIN COUNTY WATER DISTRICT No. 1

James S. Bruce  
JAMES S. BRUCE, General Manager

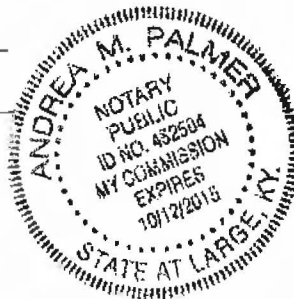
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 29 day of April, 2015 by Thomas Hoepfner

My commission expires: 10-12-15

Notary Public: [Signature]



STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 5th day of May, 2015 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: 10-12-15

Notary Public: [Signature]



Prepared by:

[Signature]  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 4,839.24 SQ. FT.

66.01L.F. LENGTH OF WATERLINE CENTERLINE



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

 3/25/14  
GLENN S. TURNER, PLS 2153 DATE



**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

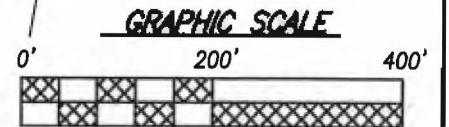
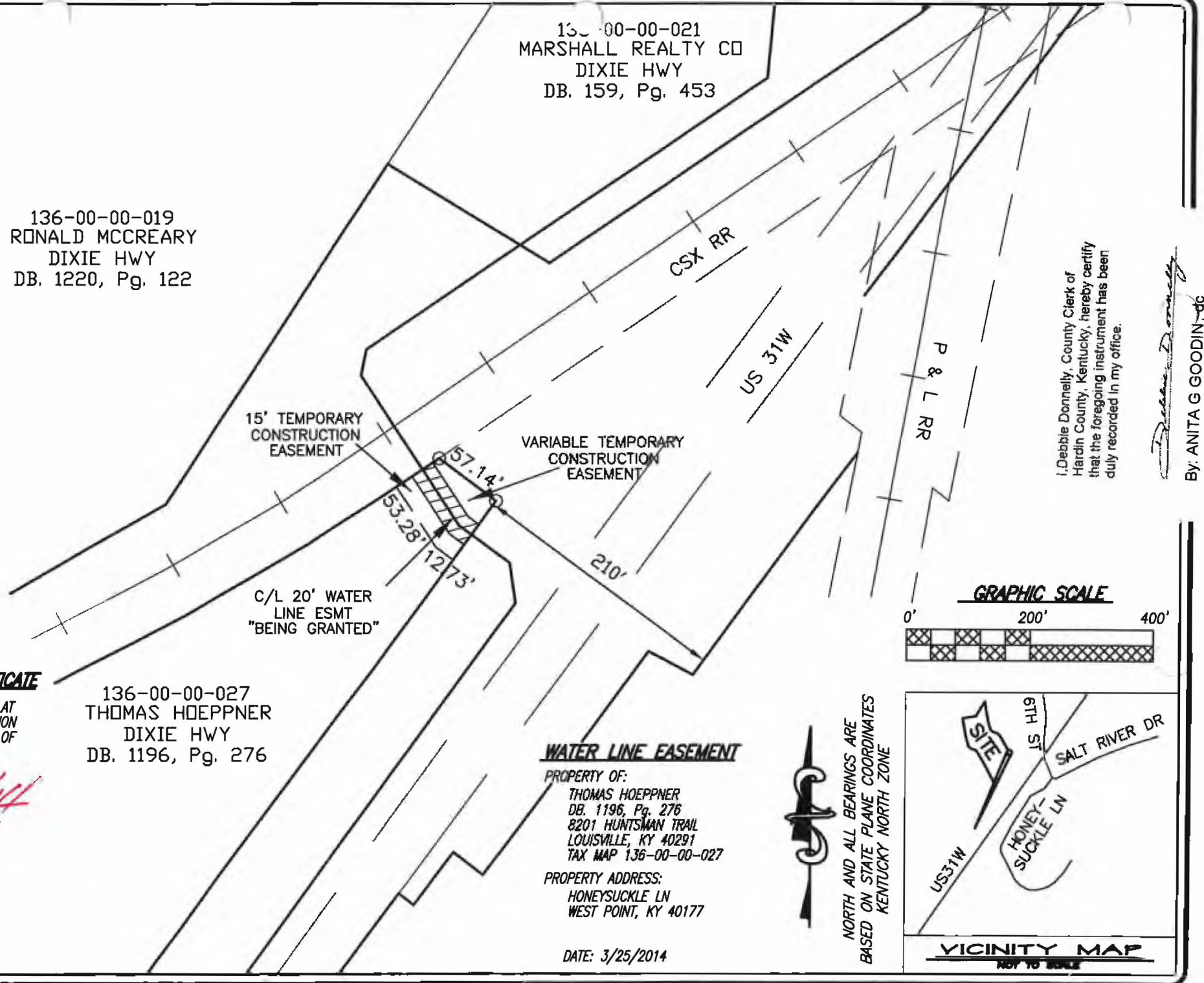
ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

136-00-00-019  
RONALD MCCREARY  
DIXIE HWY  
DB. 1220, Pg. 122

136-00-00-027  
THOMAS HOEPPNER  
DIXIE HWY  
DB. 1196, Pg. 276

136-00-00-021  
MARSHALL REALTY CO  
DIXIE HWY  
DB. 159, Pg. 453



## WATER LINE EASEMENT

PROPERTY OF:

THOMAS HOEPPNER  
DB. 1196, Pg. 276  
8201 HUNTSMAN TRAIL  
LOUISVILLE, KY 40291  
TAX MAP 136-00-00-027

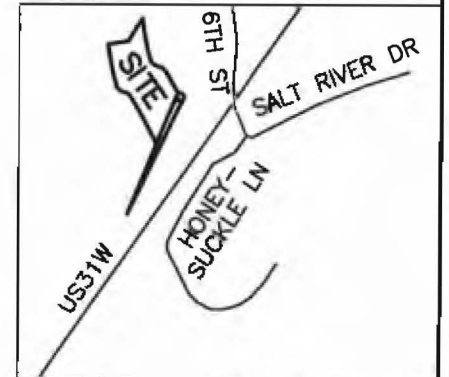
PROPERTY ADDRESS:

HONEYSUCKLE LN  
WEST POINT, KY 40177

DATE: 3/25/2014



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



**VICINITY MAP**  
NOT TO SCALE

I, Debbie Donnelly, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

  
BY: ANITA G GOODIN, dc



## WATER LINE EASEMENT

THIS EASEMENT made and entered into this 5<sup>th</sup> day of, May 2015, by and between, Marshall Realty Company, of 4053 Shelbyville Rd, Louisville, Kentucky, 40207, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$445.68, plus \$1,270.80 as compensation to the First Party to review and respond to the drawings and documents related to this easement, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 136-00-00-021, Honeysuckle Ln., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement and a variable temporary construction easement (as shown on the attached drawing). Temporary easements to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 159, Page 453 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

6. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
7. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
8. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
9. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and

Doc ID: 005-000004 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 05/27/2015 at 12:28:44 PM  
Receipt#: 2015-00005760  
Page 1 of 4  
Fees: \$16.00  
Hardin County Clerk  
Debbie Donnelly Clerk  
BK 1409 PG 896-899

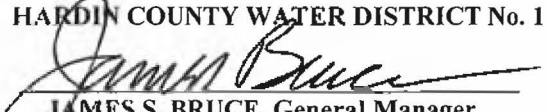
restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

10. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

  
Ray J. Marshall  
Marshall Realty Company

HARDIN COUNTY WATER DISTRICT No. 1  
  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF ~~HARDIN~~  
JEFFERSON!

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 5<sup>th</sup> day of May, 2015 by Marshall Realty Company

My commission expires: 7-14-17

Notary Public: Denise Borne

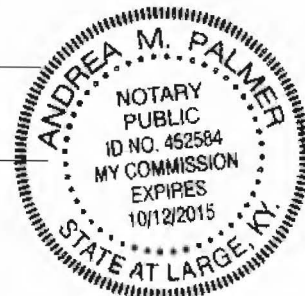
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 5<sup>th</sup> day of May, 2015 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: 10-12-2015

Notary Public: 



Prepared by:   
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



# NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 12,107.60 SQ. FT.

567.03L.F. LENGTH OF WATERLINE CENTERLINE

FORT KNOX  
DEPT OF ARMY



## LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

GLENN S. TURNER, PLS 2153

DATE



**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

15' TEMPORARY  
CONSTRUCTION  
EASEMENT

C/L 40' WATER  
LINE ESMT  
"EXISTING"

C/L 20' WATER  
LINE ESMT  
"BEING GRANTED"

136-00-00-025  
MARSHALL REALTY COMPANY  
DIXIE HWY  
DB. 157, Pg. 58

136-00-00-026  
MARSHALL REALTY COMPANY  
DIXIE HWY  
DB. 157, Pg. 56

I, Debbie Donnelly, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

By: ANITA G GOODIN, dc

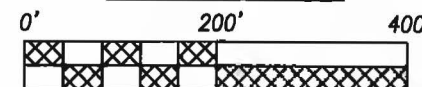
## WATER LINE EASEMENT

PROPERTY OF:  
MARSHALL REALTY COMPANY  
DB. 157, Pg. 56  
4053 SHELBYVILLE RD  
LOUISVILLE, KY 40207  
TAX MAP 136-00-00-026

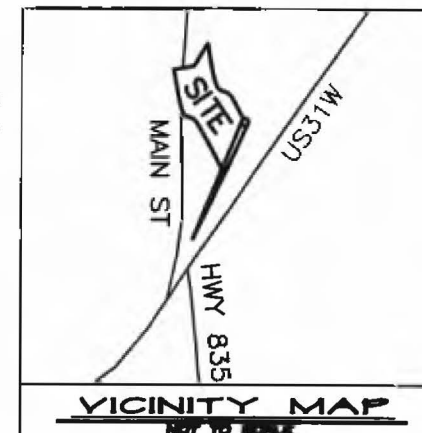
PROPERTY ADDRESS:  
US31W & MAIN ST  
WEST POINT, KY 40177

DATE: 05/22/2014  
REVISED: 08/06/2014

## GRAPHIC SCALE



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE





**NOT**

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 17,827.07 SQ. FT.

891.35L.F. LENGTH OF WATERLINE CENTERLINE



**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

GLENN S. TURNER, PLS 2153

DATE

3/25/14



**TURNER ENGINEERING, INC**

DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

136-00-00-019  
RONALD MCCREARY  
DIXIE HWY  
DB. 1220, Pg. 122

136-00-00-021  
MARSHALL REALTY CO  
DIXIE HWY  
DB. 159, Pg. 453

15' TEMPORARY  
CONSTRUCTION  
EASEMENT

VARIABLE TEMPORARY  
CONSTRUCTION  
EASEMENT

**WATER LINE EASEMENT**

PROPERTY OF:

MARSHALL REALTY COMPANY  
DB. 159, Pg. 453  
4053 SHELBYVILLE RD  
LOUISVILLE, KY 40207  
TAX MAP 136-00-00-021

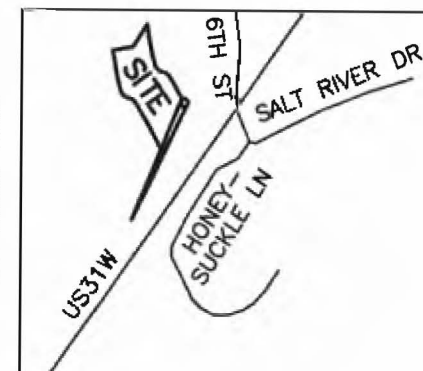
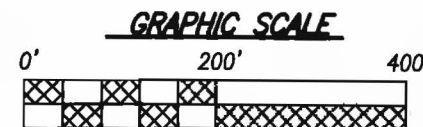
PROPERTY ADDRESS:

HONEYSUCKLE LN  
WEST POINT, KY 40177

DATE: 3/25/2014



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



**VICINITY MAP**  
NOT TO SCALE

## WATER LINE EASEMENT

THIS EASEMENT made and entered into this 5th day of, May 2015, by and between, Marshall Realty Company, of 4053 Shelbyville Rd, Louisville, Kentucky, 40207, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT No. 1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2014 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$283.52 and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel No. 136-00-00-026, US31W & Main St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement (as shown on the attached drawing).  
Temporary easement to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 157, Page 56 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

1. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
2. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
3. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
4. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).

Doc ID: 009791920003 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 08/09/2015 at 12:56:22 PM  
Receipt#: 2015-00006519  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Debbie Donnelly Clerk  
BK 1410 PG 282-284



5. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

Angie L. Marshall  
Marshall Realty Company

HARDIN COUNTY WATER DISTRICT No. 1

James S. Bruce  
JAMES S. BRUCE, General Manager

STATE OF KENTUCKY:

COUNTY OF ~~HARDIN~~:  
JEFFERSON:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 5<sup>th</sup> day of May, 2015 by Marshall Realty Company

My commission expires: 7-14-17

Notary Public: Denise Bohn

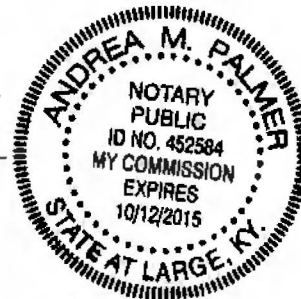
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 5<sup>th</sup> day of May, 2015 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: 10-12-15

Notary Public: [Signature]



Prepared by: [Signature]  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Ky. 40160



### NOTES

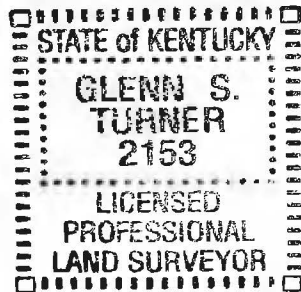
1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 12,107.60 SQ. FT.

567.03L.F. LENGTH OF WATERLINE CENTERLINE

FORT KNOX  
DEPT OF ARMY



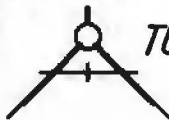
### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

GLENN S. TURNER, PLS 2153

DATE

5/27/14  
5/29/14 R



**TURNER ENGINEERING, INC**  
DIVISION OF NEW BANKS, INC.  
5735 NORTH DIXIE HIGHWAY  
ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

15' TEMPORARY  
CONSTRUCTION  
EASEMENT

C/L 40' WATER  
LINE ESMT  
"EXISTING"

C/L 20' WATER  
LINE ESMT  
"BEING GRANTED"

136-00-00-025  
MARSHALL REALTY COMPANY  
DIXIE HWY  
DB. 157, Pg. 58

136-00-00-026  
MARSHALL REALTY COMPANY  
DIXIE HWY  
DB. 157, Pg. 56

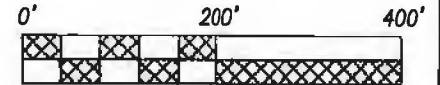
### WATER LINE EASEMENT

PROPERTY OF:  
MARSHALL REALTY COMPANY  
DB. 157, Pg. 56  
4053 SHELBYVILLE RD  
LOUISVILLE, KY 40207  
TAX MAP 136-00-00-026

PROPERTY ADDRESS:  
US31W & MAIN ST  
WEST POINT, KY 40177

DATE: 05/22/2014  
REVISED: 08/06/2014

### GRAPHIC SCALE



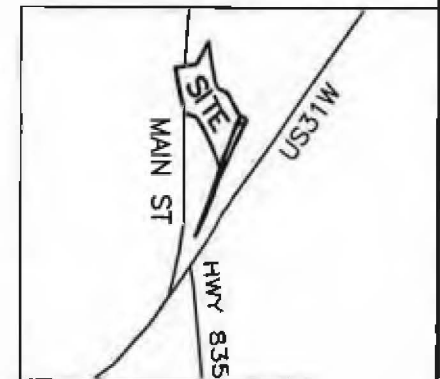
BY: DIANE J NALL, dc



I, Debbie Donnelly, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



VICINITY MAP

**WATER LINE EASEMENT**

THIS EASEMENT made and entered into this 27<sup>th</sup> day of, February 2015, by and between, James Clark, of 6311 Riverdale Rd., Louisville, Kentucky, 40272, herein referred to as First Party; and HARDIN COUNTY WATER DISTRICT #1 of 1400 Rogersville Road, Radcliff, Kentucky 40160, herein referred to as Second Party; and the in-care-of address to which the property tax bill for the year 2015 in which the property is transferred may be sent to is the same as Second Party:

WITNESSETH, that for and in consideration of \$64.30, and other good and valuable consideration, the receipt of which is hereby acknowledged, First Party has BARGAINED and SOLD and does hereby GRANT AND CONVEY unto Second Party, its successors and assigns, an easement for the purpose of the installation, maintenance, and repair of a water line on the property described as follows:

PVA Parcel # 158-10-03-007, US31W & 3rd St., West Point, KY, 40177

A 20' wide permanent water line easement (as shown on the attached drawing).

A 15' wide temporary construction easement and a 30' wide temporary construction easement (as shown on the attached drawing). Temporary easements to be released 90 days from project completion.

Being a part of the property derived by Deed of record in Deed Book 1239, Page 262 in the office of the Hardin County Clerk.

First Party will incur no expense in the repair of the water line (as shown on the attached drawing)

Second Party agrees to return said property over which these easements are granted in as good condition as it was when the Second Party began construction, reconstruction and repair of said water line, ordinary wear and tear expected.

Further, Parties covenant and agree that the easement shall be governed by the following terms and conditions:

1. The easement(s) shall insure to the benefit of the Second Party and successors and assigns, its contractors, engineers, representatives, and agents; and shall be fully assignable, in whole or in part by Second Party.
2. Second Party shall have the right to remove trees, shrubs, rocks and other obstructions which in its judgment would interfere with the intended use of the easement(s).
3. Second Party shall restore and repair all areas that are disturbed during construction and perpetual maintenance; further, Second Party shall replace or repair any fences, blacktop, or concrete areas disturbed during construction and perpetual maintenance.
4. First Party, its successors and assigns, shall retain the right to use and enjoy fully the areas subject to the aforesaid easement(s), after initial construction and restoration has been completed, provided that no permanent structure(s) be placed over any part of the permanent easement(s).
5. First Party is the owner of the above described real estate and has full power and authority to grant and convey the foregoing easement(s).

PROVIDED, HOWEVER, that this conveyance is made subject to all easements, restrictions and conditions of record in said Clerk's Office. This conveyance is subject to all applicable zoning and subdivision regulations.



Doc ID: 009714420003 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 04/07/2015 at 02:54:34 PM  
Receipt#: 2015-00003561  
Page 1 of 3  
Fees: \$13.00  
Hardin County Clerk  
Debbie Donnelly Clerk

BK **1407** PG **1319-1321**

IN TESTIMONY WHEREOF, witness the signature of the parties the day and year first above written.

James Clark  
James Clark

JAMES S. BRUCE  
HARDIN COUNTY WATER DISTRICT No. 1  
JAMES S. BRUCE, General Manager

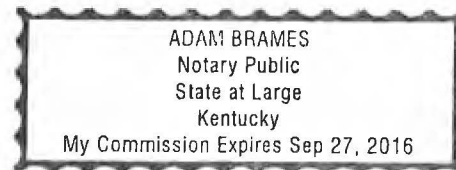
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 25<sup>th</sup> day of Feb., 2015 by James Clark.

My commission expires: Sept. 27, 2016

Notary Public: [Signature]



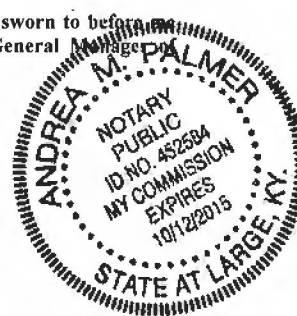
STATE OF KENTUCKY:

COUNTY OF HARDIN:

The foregoing instrument was executed, acknowledged, subscribed and sworn to before me this 27<sup>th</sup> day of February, 2015 by JAMES S. BRUCE as General Manager of HARDIN COUNTY WATER DISTRICT No. 1.

My commission expires: 10/12/2015

Notary Public: [Signature]



Prepared by:

[Signature]  
Daniel Clifford  
GIS Planning Specialist  
Hardin County Water District #1  
1400 Rogersville Road  
Radcliff, Ky. 40160



NC

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
2. ALL BOUNDARY LINES ARE BASED ON DEEDS OF RECORD IN THE OFFICE OF THE CLERK OF HARDIN COUNTY AND HAVE BEEN ROTATED TO KENTUCKY STATE PLAIN - NORTH ZONE.
3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

— — — TEMPORARY CONSTRUCTION ESMT

 DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 2,561.78 SQ. FT.

128.60L.F. LENGTH OF WATERLINE CENTERLINE



**LAND SURVEYOR'S CERTIFICATE**

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

  
GLENN S. TURNER, PLS 2153

DATE 2/13/15



**TURNER ENGINEERING, INC**

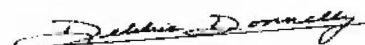
DIVISION OF NEW BANKS, INC.

5735 NORTH DIXIE HIGHWAY

ELIZABETHTOWN, KY 42701

PH. (270) 737-3232 FAX (270) 769-5497

ebbie Donnelly, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

  
By: JANET M FIGHTS, dc

158-10-03-013  
LAAGER, INC.  
DIXIE HWY  
DB. 1330, Pg. 347

158-10-03-014  
LAAGER, INC.  
DIXIE HWY  
DB. 1330, Pg. 347

158-10-03-006  
CITY OF WEST POINT  
DIXIE HWY  
DB. 895, Pg. 100

158-10-03-010  
SUSAN MORGAN  
DIXIE HWY  
DB. 988, Pg. 436

158-10-03-007  
JAMES CLARK  
DB. 1398, Pg. 1019  
DIXIE HWY

15' TEMPORARY  
CONSTRUCTION  
EASEMENT

30' TEMPORARY  
CONSTRUCTION  
EASEMENT

C/L 20' WATER  
LINE ESMT  
"BEING GRANTED"

**WATER LINE EASEMENT**

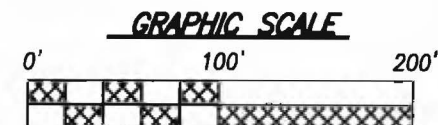
PROPERTY OF:

JAMES CLARK  
DB. 1398, Pg. 1019  
6311 RIVERDALE ROAD  
LOUISVILLE, KY 40272  
TAX MAP 158-10-03-007

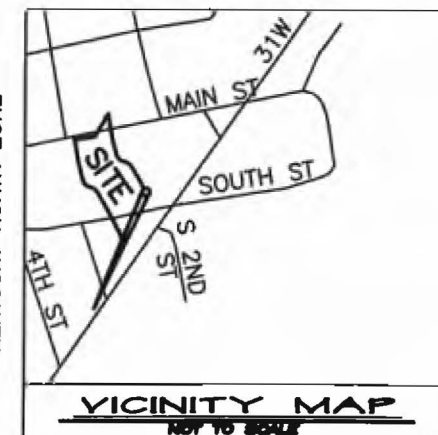
PROPERTY ADDRESS:

21320 DIXIE HWY  
WEST POINT, KY 40177

DATE: 02/13/15



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE



## MASTER COMMISSIONER DEED OF EASEMENT

On February 27, 2015, the Hardin Circuit Court, Division III, in the Commonwealth of Kentucky, an Interlocutory Order and Judgment was entered regarding a condemnation action pending in said court styled *Hardin County Water District #1 vs. Isadore Trueman; Joseph Lawson; Mary Jackson; Unknown Spouse, If Any, of Isadore Trueman; Unknown Spouse, If Any, of Joseph Lawson; Unknown Spouse, If Any, of Mary Jackson; Unknown Heirs, If Any, of Isadore Trueman; Unknown Heirs, If Any, of Joseph Lawson, and Unknown Heirs, If Any, of Mary Jackson*, Civil Action No. 14-CI-01800, directing the Master Commissioner of the Hardin Circuit Court to execute an easement conveying to the Petitioner a temporary and permanent easement over and across property in Hardin County, Kentucky, for the purpose of installation, maintenance and repair of a waterline;

NOW, THEREFORE, in consideration of these premises and the payment of \$2,000.00 to the Hardin Circuit Court, the receipt of which is hereby acknowledged, Barry Birdwhistell, Master Commissioner of said Hardin Circuit Court, 120 E. Dixie, Elizabethtown, Kentucky 42701, does hereby grant and convey unto Hardin County Water District #1, its successors and assigns, whose in-care-of address to which the 2015 property tax bill may be mailed is 1400 Rogersville Road, Radcliff, Kentucky 40160, a permanent easement for the purpose of installation, maintenance, and repair of a waterline in West Point, Hardin County, Kentucky, on the property described as follows:

SUBJECT property being located approx. 160 ft. southeast of the intersection of US 31W and South Street in West Point, Hardin County, Kentucky. Subject easement being more particularly bounded as described as follows:

Said waterline easement being 20' wide (10' on both sides of the waterline) and said waterline center line being approx. 21' south and parallel to the south right-of-way of South Street. Easement to

Doc ID: 00971806 Type: DEE  
Kind: EASEMENT - DEED  
Recorded: 04/10/2015 at 12:12:42 PM  
Receipt#: 2015-00003699  
Page 1 of 6  
Fees: \$26.00  
Hardin County Clerk  
Debbie Donnelly Clerk  
BK 1407 PG 1516-1521



run the total width of the property from the property owned by the City of West Point (DB 887, Page 566) to the property owned by Mary Albro (DB 712, Pg. 592).

Additionally, there is a 15' temporary construction easement that lies on the south side of the 20' waterline easement. Temporary easement to be released 90 days from project completion.

SUBJECT tract easement directed by Jeremy L. Lynch PLS #3953 with Turner Engineering on 03/25/14 and being subject to all easements and right-of-ways of record in the office of the Hardin County Court Clerk and subject to legal review as to conformance with all state and local regulations concerning land divisions and subdivisions.

The description of the property is identified on attached Exhibits "A" and "B".


TO HAVE AND TO HOLD the same, with all privileges and appurtenances, unto to Hardin County Water District #1, its successors and assigns forever, against the claims of the parties to the action hereinbefore named.

This conveyance is made by the said Commissioner only in his official capacity and does not imply any personal liability therefore.

WITNESS the signature of said Master Commissioner this 26 day of March, 2015.

  
\_\_\_\_\_  
BARRY BIRDWHISTELL  
MASTER COMMISSIONER  
HARDIN CIRCUIT COURT

**EXAMINED AND APPROVED:**

  
\_\_\_\_\_  
HON. KELLY MARK EASTON  
JUDGE, HARDIN CIRCUIT COURT  
DIVISION III

I, Loretta Crady, Hardin Circuit Court Clerk, do hereby certify that this deed from Barry Birdwhistell, Master Commissioner, to Hardin County Water District #1, its successors and assigns, was this day acknowledged in Open Court by said Master Commissioner, examined and approved by the Court and ordered to be certified to the proper office for record.

WITNESS my hand this 30 day of March, 2015.

Loretta Crady, clerk  
LORETTA CRADY

By: Denene, D.C.

CERTIFICATE OF CONSIDERATION

We, Barry Birdwhistell, Master Commissioner, Hardin Circuit Court, and Hardin County Water District #1, state that the above-stated consideration in the amount of \$2,000.00 is the true, correct and full consideration paid for the property herein conveyed. We further certify our understanding that falsification of the stated consideration or sale price of the property is a Class D felony, subject to one to five years imprisonment and fines up to \$10,000.00.

Barry Birdwhistell  
BARRY BIRDWHISTELL  
MASTER COMMISSIONER  
HARDIN CIRCUIT COURT

HARDIN COUNTY WATER DISTRICT #1

By: Jim Bruce  
Jim Bruce, General Manager

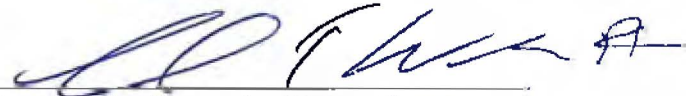
COMMONWEALTH OF KENTUCKY  
COUNTY OF HARDIN

Subscribed, sworn to and acknowledged before me, a Notary Public, by Barry Birdwhistell, Master Commissioner, Hardin Circuit Court, this 26 day of March 2015.

Alie Okm  
Notary Public, Kentucky State at Large  
My commission expires: 8-31-15  
Notary ID: 480329

COMMONWEALTH OF KENTUCKY  
COUNTY OF HARDIN

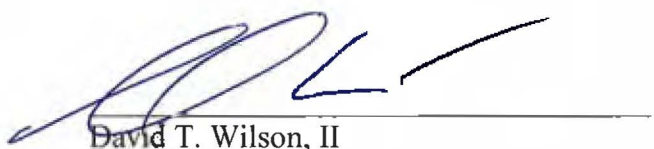
Subscribed, sworn to and acknowledged before me, a Notary Public, by Hardin County Water District #1, by and through Jim Bruce, its duly authorized General Manager, this 3 day of March 2015.

  
Notary Public, Kentucky State at Large

My commission expires: 6-19-18

Notary ID: 513669

THIS INSTRUMENT PREPARED BY:

  
David T. Wilson, II  
Skeeters, Bennett, Wilson & Pike  
550 W. Lincoln Trail Boulevard  
Radcliff, Kentucky 40160  
(270) 351-4404





### NOTES

1. THIS PLAT DOES NOT REPRESENT A BOUNDARY SURVEY AND SHOULD NOT BE USED FOR THE CONVEYANCE OR TRANSFER OF TITLE. A LAND SURVEY WAS NOT PERFORMED FOR THE SUBJECT PROPERTY THAT MAY REVEAL FACTS, RIGHTS, INTERESTS AND CLAIMS BY OTHERS, OR CHANGES IN THE AFOREMENTIONED PLAT.
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3. THIS PLAT IS SUBJECT TO EASEMENTS AND RESTRICTIONS WHETHER RECORDED OR NOT.

--- TEMPORARY CONSTRUCTION ESMT

▨ DENOTES WATER LINE EASEMENT  
"BEING GRANTED" = 1,000.00 SQ. FT.

50.00L.F. LENGTH OF WATERLINE CENTERLINE

158-10-04-015  
ALBRO CHARLES W & MARY R  
DIXIE HWY  
DB. 712, Pg. 592

### LAND SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT  
WAS MADE UNDER MY SUPERVISION  
AND IS CORRECT TO THE BEST OF  
MY KNOWLEDGE AND BELIEF.

GLENN S. TURNER, PLS 2153

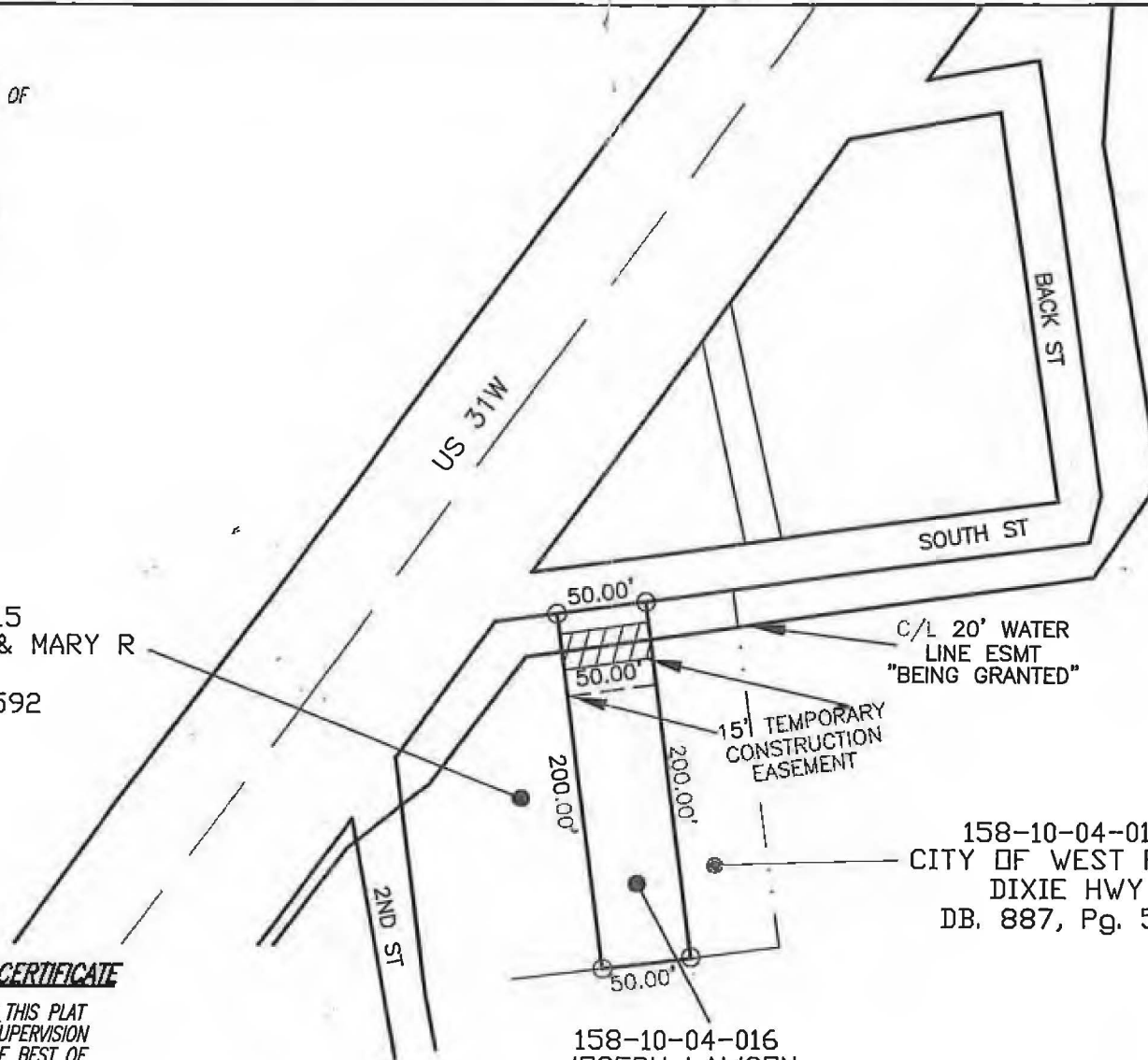
DATE



**TURNER ENGINEERING, INC**  
DIVISION OF NEW BANKS, INC.  
5735 NORTH DIXIE HIGHWAY  
ELIZABETHTOWN, KY 42701

H. (270) 737-3232 FAX (270) 769-5497

55



158-10-04-016  
JOSEPH LAWSON  
DIXIE HWY  
DB. UNKNOWN

158-10-04-017  
ALBRO CHARLES W & MARY R  
DIXIE HWY  
DB. 169, Pg. 78

### WATER LINE EASEMENT

PROPERTY OF:

JOSEPH LAWSON  
D.B. UNKNOWN  
2318 BROAD GREEN DR  
MISSOURI CITY, TX 77489  
TAX MAP 158-10-04-016

PROPERTY ADDRESS:

SOUTH ST  
WEST POINT, KY 40177

DATE: 3/25/2014

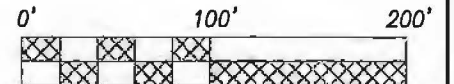
I, Debbie Donnelly, County Clerk of  
Hardin County, Kentucky, hereby certify  
that the foregoing instrument has been  
duly recorded in my office.

By: DIANE J NALL, dc

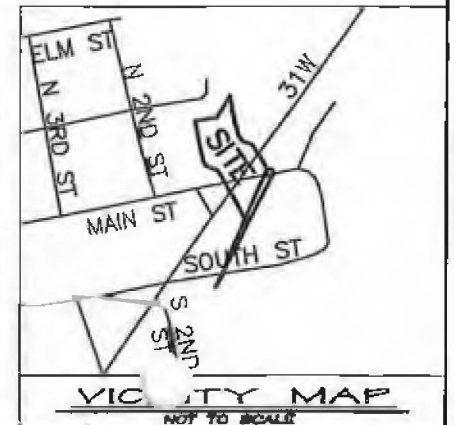
EXHIBIT

1B

### GRAPHIC SCALE



NORTH AND ALL BEARINGS ARE  
BASED ON STATE PLANE COORDINATES  
KENTUCKY NORTH ZONE







Jessica Braig  
Contract Specialist

6737 Southpoint Drive South, Bldg 1  
Jacksonville, FL 32216  
904-279-3881  
Jessica\_Braig@csx.com

November 5, 2015

Mr. Daniel Clifford  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, KY 40160

Agreement No.: CSX788710

Dated: August 12, 2015

Dear Mr. Daniel Clifford,

Attached is the fully-executed Agreement of the above reference file.

In accordance with this Agreement, Agreement Holder is responsible for paying the actual cost of CSXT flagging and/or support services, including all applicable surcharges (collectively "Fees").

**No work is to be performed on CSXT property without Roadmaster's authorization.**

It is your responsibility to schedule any work on CSXT property with CSXT Outside Services. To schedule the work, complete and follow the instructions on the attached Outside Party Number Request Form.

It was a pleasure assisting you with this project and we look forward to working with you in the future.

Should there be any questions, please feel free to give us a call at the above referenced number.

Sincerely,

Jessica Braig

Attachement

**Instructions:**

Please fill out sections 2-4 then submit to the Flagging Coordinator via email or fax.

**Flagging Coordinator**E-Mail: op\_request@csx.comFax: 904.245.3692Telephone: 904.279.3805**Flagging/Inspection (Responsibility of Agreement Holder)****Estimated Average Cost**Flagging: \$1,000 per day (minimum 8 hours)Inspection: \$1,500 per day**1. Important Information**

The estimated flagging and inspection cost is based on average cost for 8 hours regular time on CSX work days. Overtime rates will apply for hours beyond 8 hours per day or beyond 40 hours per week for railroad personnel. Inspection costs will include inspector's project time, travel time, expenses, per diem, project management cost for scheduling, means and methods review, coordinating, and general account administration. Other railroad costs may include signal locates, material, rental equipment, burden and tax. The above references flagging and inspection costs are estimates only and will be billed after the project commencement.

In the event local flagging services are not available at the time of your request, flagging resources from outside the geographical area of your project may be assigned at extra cost to the Agreement Holder/Project Owner. The cost of flagging services vary based on factors including but not limited to, type of project, duration of project, utilization of local or out-of-town flagging personnel, etc.

**2. Project Contact Information**

Contact Name: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City\_State\_Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**3. Billing Contact Information (Agreement Holder/Facility Owner)**

Contact Name: \_\_\_\_\_

Company Name: Hardin County Water District No. 1

Billing Address: \_\_\_\_\_

City\_State\_Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**4. Project Information**Agreement Number: CSX788710 Agreement Date: 8/12/2015City/County/ST/Mile: West Point, Hardin County, Kentucky, Milepost OHR-22.73

Request Start Date: \_\_\_\_\_

Duration in Days: \_\_\_\_\_

Project Description: \_\_\_\_\_

Jack and bore 36" steel casing for 24" water line. and 160 ft parallel occupancy. located at MP OHR-22.73  
val sta 897+34

**5. CSX Use Only:**

Road Master (RM): \_\_\_\_\_

RM Email: \_\_\_\_\_

RM Phone: \_\_\_\_\_

Division: \_\_\_\_\_

Signal Manager: \_\_\_\_\_

Signal Mgr. Email: \_\_\_\_\_

Signal Mgr Phone: \_\_\_\_\_

Subdivision: \_\_\_\_\_

Additional Documents Needed \_\_\_\_\_

Special Billing Instructions \_\_\_\_\_

Contractor Must Provide CGL: \_\_\_\_\_

No

CGL Expiration Date: \_\_\_\_\_

9/30/2015

RPL Insurance: \_\_\_\_\_

Contractor Must Provide RPL \_\_\_\_\_

YesInspector Required? Yes

Proj. Cord. Fee Paid? \_\_\_\_\_

No

OP# \_\_\_\_\_

Valid Thru \_\_\_\_\_

*Please send RPL payment to Jessica*

*OB*

## FACILITY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and effective as of August 12, 2015, by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose mailing address is 500 Water Street, Jacksonville, Florida 32202, hereinafter called "Licensor," and HARDIN COUNTY WATER DISTRICT 1, a municipal corporation, political subdivision or state agency, under the laws of the Commonwealth of Kentucky, whose mailing address is 1400 Rogersville Road, Radcliff, Kentucky 40160, hereinafter called "Licensee," WITNESSETH:

WHEREAS, Licensee desires to construct (unless previously constructed and designated as existing herein), use and maintain the below described facility(ies), hereinafter called "Facilities," over, under or across property owned or controlled by Licensor, at the below described location(s):

1. One (1) twenty-four inch (24") diameter pipeline crossing, solely for the conveyance of potable water, located at or near West Point, Hardin County, Kentucky, Louisville Division, L H & Stl Subdivision, Valuation Station 897, Milepost 0HR-22.73, Latitude N37:59:29.65, Longitude W85:57:05.14;
2. One (1) thirty inch (30") diameter pipeline parallel, solely for the conveyance of potable water, located at or near West Point, Hardin County, Kentucky, Louisville Division, L H & Stl Subdivision, beginning at Valuation Station 897, Milepost 0HR-22.73, Latitude N37:59:29.65, Longitude W85:57:05.14, and ending at Milepost 0HR-22.70;

hereinafter, called the "Encroachment," as shown on print(s) labeled Exhibit "A," attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the mutual covenants, conditions, terms and agreements herein contained, the parties hereto agree and covenant as follows:

### 1. LICENSE:

1.1 Subject to Article 17, Licensor, insofar as it has the legal right, power and authority to do so, and its present title permits, and subject to:

(A) Licensor's present and future right to occupy, possess and use its property within the area of the Encroachment for any and all purposes;

(B) All encumbrances, conditions, covenants, easements, and limitations applicable to Licensor's title to or rights in the subject property; and

(C) Compliance by Licensee with the terms and conditions herein contained;

does hereby license and permit Licensee to construct, maintain, repair, renew, operate, use, alter or change the Facilities at the Encroachment above for the term herein stated, and to remove same upon termination.

1.2 The term Facilities, as used herein, shall include only those structures and ancillary facilities devoted exclusively to the transmission usage above within the Encroachment, and as shown on attached Exhibit A.

1.3 No additional structures or other facilities shall be placed, allowed, or maintained by Licensee in, upon or on the Encroachment except upon prior separate written consent of Licensors.

## **2. ENCROACHMENT FEE; TERM:**

2.1 Licensee shall pay Licensors a one-time nonrefundable Encroachment Fee of EIGHT THOUSAND AND 00/100 U.S. DOLLARS (\$8,000.00) upon execution of this Agreement. Licensee agrees that the Encroachment Fee applies only to the original Licensee under this Agreement. In the event of a successor (by merger, consolidation, reorganization and/or assignment) or if the original Licensee changes its name, then Licensee shall be subject to payment of Licensors' current administrative and document preparation fees for the cost incurred by Licensors in preparing and maintaining this Agreement on a current basis.

2.2 However, Licensee assumes sole responsibility for, and shall pay directly (or reimburse Licensors), any additional annual taxes and/or periodic assessments levied against Licensors or Licensors' property solely on account of said Facilities or Encroachment.

2.3 This Agreement shall terminate as herein provided, but shall also terminate upon: (a) Licensee's cessation of use of the Facilities or Encroachment for the purpose(s) above; (b) removal of the Facilities; (c) subsequent mutual consent; and/or (d) failure of Licensee to complete installation within five (5) years from the effective date of this Agreement.

2.4 In further consideration for the license or right hereby granted, Licensee hereby agrees that Licensors shall not be charged or assessed, directly or indirectly, with any part of the cost of the installation of said Facilities and appurtenances, and/or maintenance thereof, or for any public works project of which said Facilities is a part.

## **3. CONSTRUCTION, MAINTENANCE AND REPAIRS:**

3.1 Licensee shall construct, maintain, relocate, repair, renew, alter, and/or remove the Facilities, in a prudent, workmanlike manner, using quality materials and complying with any applicable standard(s) or regulation(s) of Licensors (CSXT Specifications), or Licensee's particular industry, National Electrical Safety Code, or any governmental or regulatory body having jurisdiction over the Encroachment.

3.2 Location and construction of Facilities shall be made strictly in accordance with design(s) and specifications furnished to and approved by Licensor and of material(s) and size(s) appropriate for the purpose(s) above recited.

3.3 All of Licensee's work, and exercise of rights hereunder, shall be undertaken at time(s) satisfactory to Licensor, and so as to eliminate or minimize any impact on or interference with the safe use and operation of Licensor's property and appurtenances thereto.

3.4 In the installation, maintenance, repair and/or removal of said Facilities, Licensee shall not use explosives of any type or perform or cause any blasting without the separate express written consent of Licensor. As a condition to such consent, a representative will be assigned by Licensor to monitor blasting, and Licensee shall reimburse Licensor for the entire cost and/or expense of furnishing said monitor.

3.5 Any repairs or maintenance to the Facilities, whether resulting from acts of Licensee, or natural or weather events, which are necessary to protect or facilitate Licensor's use of its property, shall be made by Licensee promptly, but in no event later than thirty (30) days after Licensee has notice as to the need for such repairs or maintenance.

3.6 Licensor, in order to protect or safeguard its property, rail operations, equipment and/or employees from damage or injury, may request immediate repair or renewal of the Facilities, and if the same is not performed, may make or contract to make such repairs or renewals, at the sole risk, cost and expense of Licensee.

3.7 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

3.8 All work on the Encroachment shall be conducted in accordance with Licensor's safety rules and regulations.

3.9 Licensee hereby agrees to reimburse Licensor any loss, cost or expense (including losses resulting from train delays and/or inability to meet train schedules) arising from any failure of Licensee to make repairs or conduct maintenance as required by Section 3.5 above or from improper or incomplete repairs or maintenance to the Facilities or Encroachment.

#### **4. PERMITS, LICENSES:**

4.1 Before any work hereunder is performed, or before use of the Encroachment for the contracted purpose, Licensee, at its sole cost and expense, shall obtain all necessary permit(s) (including but not limited to zoning, building, construction, health, safety or environmental matters), letter(s) or certificate(s) of approval. Licensee expressly agrees and warrants that it shall conform and limit its activities to the terms of such permit(s), approval(s) and authorization(s), and shall comply with all applicable ordinances, rules, regulations,



requirements and laws of any governmental authority (State, Federal or Local) having jurisdiction over Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act (OSHA) (29 CFR 1926.651(b)), et al., and State "One Call" - "Call Before You Dig" requirements.

4.2 Licensee assumes sole responsibility for failure to obtain such permit(s) or approval(s), for any violations thereof, or for costs or expenses of compliance or remedy.

**5. MARKING AND SUPPORT:**

5.1 With respect to any subsurface installation or maintenance upon Licensor's property, Licensee, at its sole cost and expense, shall:

(A) support track(s) and roadbed in a manner satisfactory to Licensor;

~~(B) backfill with satisfactory material and thoroughly tamp all trenches to~~  
prevent settling of surface of land and roadbed of Licensor; and

(C) either remove any surplus earth or material from Licensor's property or cause said surplus earth or material to be placed and distributed at location(s) and in such manner Licensor may approve.

5.2 After construction or maintenance of the Facilities, Licensee shall:

(A) Restore any track(s), roadbed and other disturbed property; and

(B) Erect, maintain and periodically verify the accuracy of aboveground markers, in a form approved by Licensor, indicating the location, depth and ownership of any underground Facilities or related facilities.

5.3 Licensee shall be solely responsible for any subsidence or failure of lateral or subjacent support in the Encroachment area for a period of three (3) years after completion of installation.

**6. TRACK CHANGES:**

6.1 In the event that rail operations and/or track maintenance result in changes in grade or alignment of, additions to, or relocation of track(s) or other facilities, or in the event future use of Licensor's rail corridor or property necessitate any change of location, height or depth in the Facilities or Encroachment, Licensee, at its sole cost and expense and within thirty (30) days after notice in writing from Licensor, shall make changes in the Facilities or Encroachment to accommodate such track(s) or operations.

6.2 If Licensee fails to do so, Licensor may make or contract to make such changes at Licensee's cost.

**7. FACILITY CHANGES:**

7.1 Licensee shall periodically monitor and verify the depth or height of the Facilities or Encroachment in relation to the existing tracks and facilities, and shall relocate the Facilities or change the Encroachment, at Licensee's expense, should such relocation or change be necessary to comply with the minimum clearance requirements of Licensor.

7.2 If Licensee undertakes to revise, renew, relocate or change in any manner whatsoever all or any part of the Facilities (including any change in voltage or gauge of wire or any change in circumference, diameter or radius of pipe or change in materials transmitted in and through said pipe), or is required by any public agency or court order to do so, plans therefor shall be submitted to Licensor for approval before such change. After approval, the terms and conditions of this Agreement shall apply thereto.

**8. INTERFERENCE WITH RAIL FACILITIES:**

8.1 Although the Facilities/Encroachment herein permitted may not presently interfere with Licensor's railroad or facilities, in the event that the operation, existence or maintenance of said Facilities, in the sole judgment of Licensor, causes: (a) interference (including, but not limited to, physical or interference from an electromagnetic induction, or interference from stray or other currents) with Licensor's power lines, communication, signal or other wires, train control system, or electrical or electronic apparatus; or (b) interference in any manner, with the operation, maintenance or use of the rail corridor, track(s), structures, pole line(s), devices, other property, or any appurtenances thereto; then and in either event, Licensee, upon receipt of written notice from Licensor of any such interference, and at Licensee's sole risk, cost and expense, shall promptly make such changes in its Facilities or installation, as may be required in the reasonable judgment of the Licensor to eliminate all such interference. Upon Licensee's failure to remedy or change, Licensor may do so or contract to do so at Licensee's sole cost.

8.2 Without assuming any duty hereunder to inspect the Facilities, Licensor hereby reserves the right to inspect same and to require Licensee to undertake repairs, maintenance or adjustments to the Facilities, which Licensee hereby agrees to make promptly, at Licensee's sole cost and expense.

**9. RISK, LIABILITY, INDEMNITY:**

With respect to the relative risk and liabilities of the parties, it is hereby agreed that:

9.1 To the fullest extent permitted by State law (constitutional or statutory, as amended), Licensee hereby agrees to, defend, indemnify, and hold Licensor harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which Licensor may suffer, sustain, incur or in any way be subjected to, on account of death of or injury to any person whomsoever (including officers, agents, employees or invitees of Licensor), and for damage to or loss of or destruction of any property whatsoever, arising out of, resulting from, or in any way connected with the construction, repair, maintenance, replacement, presence, existence,

operations, use or removal of the Facilities or any structure in connection therewith, or restoration of premises of Licensor to good order or condition after removal, EXCEPT when proven to have been caused solely by the willful misconduct or gross negligence of Licensor. HOWEVER, to the fullest extent permitted by State law, during any period of actual construction, repair, maintenance, replacement or removal of the Facilities, wherein agents, equipment or personnel of Licensee are on the railroad rail corridor, Licensee's liability hereunder shall be absolute, irrespective of any joint, sole or contributory fault or negligence of Licensor.

9.2 Use of Licensor's rail corridor involves certain risks of loss or damage as a result of the rail operations. Notwithstanding Section 9.1, Licensee expressly assumes all risk of loss and damage to Licensee's Property or the Facilities in, on, over or under the Encroachment, including loss of or any interference with use or service thereof, regardless of cause, including electrical field creation, fire or derailment resulting from rail operations. For this Section, the term "Licensee's Property" shall include property of third parties situated or placed upon Licensor's rail corridor by Licensee or by such third parties at request of or for benefit of Licensee.

9.3 To the fullest extent permitted by State law, as above, Licensee assumes all responsibility for, and agrees to defend, indemnify and hold Licensor harmless from: (a) all claims, costs and expenses, including reasonable attorneys' fees, as a consequence of any sudden or nonsudden pollution of air, water, land and/or ground water on or off the Encroachment area, arising from or in connection with the use of this Encroachment or resulting from leaking, bursting, spilling, or any escape of the material transmitted in or through the Facilities; (b) any claim or liability arising under federal or state law dealing with either such sudden or nonsudden pollution of air, water, land and/or ground water arising therefrom or the remedy thereof; and (c) any subsidence or failure of lateral or subjacent support of the tracks arising from such Facilities leakage.

9.4 Notwithstanding Section 9.1, Licensee also expressly assumes all risk of loss which in any way may result from Licensee's failure to maintain either required clearances for any overhead Facilities or the required depth and encasement for any underground Facilities, whether or not such loss(es) result(s) in whole or part from Licensor's contributory negligence or joint fault.

9.5 Obligations of Licensee hereunder to release, indemnify and hold Licensor harmless shall also extend to companies and other legal entities that control, are controlled by, subsidiaries of, or are affiliated with Licensor, as well as any railroad that operates over the rail corridor on which the Encroachment is located, and the officers, employees and agents of each.

9.6 If a claim is made or action is brought against Licensor, and/or its operating lessee, for which Licensee may be responsible hereunder, in whole or in part, Licensee shall be notified to assume the handling or defense of such claim or action; but Licensor may participate in such handling or defense.

9.7 Notwithstanding anything contained in this Agreement, the limitation of liability contained in the state statutes, as amended from time to time, shall not limit Licensor's ability to collect under the insurance policies required to be maintained under this Agreement.

## 10. INSURANCE:

10.1 Prior to commencement of surveys, installation or occupation of premises pursuant to this Agreement, Licensee shall procure and shall maintain during the continuance of this Agreement, at its sole cost and expense, a policy of

(i) Statutory Worker's Compensation and Employers Liability Insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00), which must contain a waiver of subrogation against CSXT and its Affiliates;

(ii) Commercial General Liability coverage (inclusive of contractual liability) with available limits of not less than FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00), naming Licensor, and/or its designee, as additional insured and in combined single limits for bodily injury and property damage and covering the contractual liabilities assumed under this Agreement. The evidence of insurance coverage shall be endorsed to provide for thirty (30) days' notice to Licensor, or its designee, prior to cancellation or modification of any policy. Mail CGL certificate, along with agreement, to CSX Transportation, Inc., Speed Code J180, 500 Water Street, Jacksonville, FL 32202. On each successive year, send certificate to [RenewalCOI@csx.com](mailto:RenewalCOI@csx.com).

(iii) Business automobile liability insurance with available limits of not less than ONE MILLION AND 00/100 U.S. DOLLARS (\$1,000,000.00) combined single limit for bodily injury and/or property damage per occurrence;

(iv) Such other insurance as Licensor may reasonably require.

10.2 If Licensee's existing CGL policy(ies) do(es) not automatically cover Licensee's contractual liability during periods of survey, installation, maintenance and continued occupation, a specific endorsement adding such coverage shall be purchased by Licensee. If said CGL policy is written on a "claims made" basis instead of a "per occurrence" basis, Licensee shall arrange for adequate time for reporting losses. Failure to do so shall be at Licensee's sole risk.

10.3 Licensor, or its designee, may at any time request evidence of insurance purchased by Licensee to comply with this Agreement. Failure of Licensee to comply with Licensor's request shall be considered a default by Licensee.

10.4 Securing such insurance shall not limit Licensee's liability under this Agreement, but shall be security therefor.

10.5 (A) In the event Licensee finds it necessary to perform construction or demolition operations within fifty feet (50') of any operated railroad track(s) or affecting any

railroad bridge, trestle, tunnel, track(s), roadbed, overpass or underpass, Licensee shall: (a) notify Licensors; and (b) require its contractor(s) performing such operations to procure and maintain during the period of construction or demolition operations, at no cost to Licensors, Railroad Protective Liability (RPL) Insurance, naming Licensors, and/or its designee, as Named Insured, written on the current ISO/RIMA Form (ISO Form No. CG 00 35 01 96) with limits of FIVE MILLION AND 00/100 U.S. DOLLARS (\$5,000,000.00) per occurrence for bodily injury and property damage, with at least TEN MILLION AND 00/100 U.S. DOLLARS (\$10,000,000.00) aggregate limit per annual policy period, with Pollution Exclusion Amendment (ISO CG 28 31 11 85) if an older ISO Form CG 00 35 is used. The original of such RPL policy shall be sent to and approved by Licensors prior to commencement of such construction or demolition. Licensors reserves the right to demand higher limits.

(B) At Licensors's option, in lieu of purchasing RPL insurance from an insurance company (but not CGL insurance), Licensee may pay Licensors, at Licensors's current rate at time of request, the cost of adding this Encroachment, or additional construction and/or demolition activities, to Licensors's Railroad Protective Liability (RPL) Policy for the period of actual construction. This coverage is offered at Licensors's discretion and may not be available under all circumstances.

10.6 Notwithstanding the provisions of Sections 10.1 and 10.2, Licensee, pursuant to State Statute(s), may self-insure or self-assume, in any amount(s), any contracted liability arising under this Agreement, under a funded program of self-insurance, which fund will respond to liability of Licensee imposed by and in accordance with the procedures established by law.

## **11. GRADE CROSSINGS; FLAGGING:**

11.1 Nothing herein contained shall be construed to permit Licensee or Licensee's contractor to move any vehicles or equipment over the track(s), except at public road crossing(s), without separate prior written approval of Licensors.

11.2 If Licensors deems it advisable, during any construction, maintenance, repair, renewal, alteration, change or removal of said Facilities, to place watchmen, flagmen, inspectors or supervisors for protection of operations of Licensors or others on Licensors's rail corridor at the Encroachment, and to keep persons, equipment or materials away from the track(s), Licensors shall have the right to do so at the expense of Licensee, but Licensors shall not be liable for failure to do so.

11.3 Subject to Licensors's consent and to Licensors's Railroad Operating Rules and labor agreements, Licensee may provide flagmen, watchmen, inspectors or supervisors during all times of construction, repair, maintenance, replacement or removal, at Licensee's sole risk and expense; and in such event, Licensors shall not be liable for the failure or neglect of such watchmen, flagmen, inspectors or supervisors.



**12. LICENSOR'S COSTS:**

12.1 Any additional or alternative costs or expenses incurred by Licensor to accommodate Licensee's continued use of Licensor's property as a result of track changes or wire changes shall also be paid by Licensee.

12.2 Licensor's expense for wages ("force account" charges) and materials for any work performed at the expense of Licensee pursuant hereto shall be paid by Licensee within thirty (30) days after receipt of Licensor's bill therefor. Licensor may, at its discretion, request an advance deposit for estimated Licensor costs and expenses.

12.3 Such expense shall include, but not be limited to, cost of railroad labor and supervision under "force account" rules, plus current applicable overhead percentages, the actual cost of materials, and insurance, freight and handling charges on all material used. Equipment rentals shall be in accordance with Licensor's applicable fixed rate. Licensor may, at its discretion, require advance deposits for estimated costs of such expenses and costs.

**13. DEFAULT, BREACH, WAIVER:**

13.1 The proper and complete performance of each covenant of this Agreement shall be deemed of the essence thereof, and in the event Licensee fails or refuses to fully and completely perform any of said covenants or remedy any breach within thirty (30) days after receiving written notice from Licensor to do so (or within forty-eight (48) hours in the event of notice of a railroad emergency), Licensor shall have the option of immediately revoking this Agreement and the privileges and powers hereby conferred, regardless of encroachment fee(s) having been paid in advance for any annual or other period. Upon such revocation, Licensee shall make removal in accordance with Article 14.

13.2 No waiver by Licensor of its rights as to any breach of covenant or condition herein contained shall be construed as a permanent waiver of such covenant or condition, or any subsequent breach thereof, unless such covenant or condition is permanently waived in writing by Licensor.

13.3 Neither the failure of Licensor to object to any work done, material used, or method of construction or maintenance of said Encroachment, nor any approval given or supervision exercised by Licensor, shall be construed as an admission of liability or responsibility by Licensor, or as a waiver by Licensor of any of the obligations, liability and/or responsibility of Licensee under this Agreement.

**14. TERMINATION, REMOVAL:**

14.1 All rights which Licensee may have hereunder shall cease upon the date of (a) termination, (b) revocation, or (c) subsequent agreement, or (d) Licensee's removal of the Facility from the Encroachment. However, neither termination nor revocation of this Agreement shall affect any claims and liabilities which have arisen or accrued hereunder, and which at the

time of termination or revocation have not been satisfied; neither party, however, waiving any third party defenses or actions.

14.2 Within thirty (30) days after revocation or termination, Licensee, at its sole risk and expense, shall (a) remove the Facilities from the rail corridor of Licensor, unless the parties hereto agree otherwise, (b) restore the rail corridor of Licensor in a manner satisfactory to Licensor, and (c) reimburse Licensor any loss, cost or expense of Licensor resulting from such removal.

## 15. NOTICE:

15.1 Licensee shall give Licensor at least thirty (30) days written notice before doing any work on Licensor's rail corridor, except that in cases of emergency shorter notice may be given. Licensee shall provide proper notification as follows:

a. For non-emergencies, Licensee shall complete and submit Licensor's Outside Party Number Request Form (Form # OP) by facsimile, to facsimile numbers: (904) 245-3692. Licensee may also scan and email a completed form to email address: OP\_Request@csx.com. A blank form, as well as additional instructions and information, can be obtained from Licensor's web site, via web link:  
[http://www.csx.com/share/wwwcsx\\_mura/assets/File/Customers/Non-freight\\_Services/Property\\_Real\\_Estate/Outside\\_Party\\_Number\\_Request\\_Form.pdf](http://www.csx.com/share/wwwcsx_mura/assets/File/Customers/Non-freight_Services/Property_Real_Estate/Outside_Party_Number_Request_Form.pdf).

b. For emergencies, Licensee shall complete all of the steps outlined in Section 15.1 a. above, and shall also include detailed information of the emergency. Licensee shall also call and report details of the emergency to Licensor's Rail Operations Emergency Telephone Number: 1-800-232-0144. In the event Licensor needs to contact Licensee concerning an emergency involving Licensee's Facility(ies), the emergency phone number for Licensee is: 270-766-9477.

15.2 All other notices and communications concerning this Agreement shall be addressed to Licensee at the address above, and to Licensor at the address shown on Page 1, c/o CSXT Contract Management, J180; or at such other address as either party may designate in writing to the other.

15.3 Unless otherwise expressly stated herein, all such notices shall be in writing and sent via Certified or Registered Mail, Return Receipt Requested, or by courier, and shall be considered delivered upon: (a) actual receipt, or (b) date of refusal of such delivery.

## 16. ASSIGNMENT:

16.1 The rights herein conferred are the privileges of Licensee only, and Licensee shall obtain Licensor's prior written consent to any assignment of Licensee's interest herein; said consent shall not be unreasonably withheld.

16.2 Subject to Sections 2 and 16.1, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

16.3 Licensee shall give Licensor written notice of any legal succession (by merger, consolidation, reorganization, etc.) or other change of legal existence or status of Licensee, with a copy of all documents attesting to such change or legal succession, within thirty (30) days thereof.

16.4 Licensor expressly reserves the right to assign this Agreement, in whole or in part, to any grantee, lessee, or vendee of Licensor's underlying property interests in the Encroachment, upon written notice thereof to Licensee.

16.5 In the event of any unauthorized sale, transfer, assignment, sublicense or encumbrance of this Agreement, or any of the rights and privileges hereunder, Licensor, at its option, may revoke this Agreement by giving Licensee or any such assignee written notice of such revocation; and Licensee shall reimburse Licensor for any loss, cost or expense Licensor may incur as a result of Licensee's failure to obtain said consent.

**17. TITLE:**

17.1 Licensee understands that Licensor occupies, uses and possesses lands, rights-of-way and rail corridors under all forms and qualities of ownership rights or facts, from full fee simple absolute to bare occupation. Accordingly, nothing in this Agreement shall act as or be deemed to act as any warranty, guaranty or representation of the quality of Licensor's title for any particular Encroachment or segment of Rail Corridor occupied, used or enjoyed in any manner by Licensee under any rights created in this Agreement. It is expressly understood that Licensor does not warrant title to any Rail Corridor and Licensee will accept the grants and privileges contained herein, subject to all lawful outstanding existing liens, mortgages and superior rights in and to the Rail Corridor, and all leases, licenses and easements or other interests previously granted to others therein.

17.2 The term "license," as used herein, shall mean with regard to any portion of the Rail Corridor which is owned by Licensor in fee simple absolute, or where the applicable law of the State where the Encroachment is located otherwise permits Licensor to make such grants to Licensee, a "permission to use" the Rail Corridor, with dominion and control over such portion of the Rail Corridor remaining with Licensor, and no interest in or exclusive right to possess being otherwise granted to Licensee. With regard to any other portion of Rail Corridor occupied, used or controlled by Licensor under any other facts or rights, Licensor merely waives its exclusive right to occupy the Rail Corridor and grants no other rights whatsoever under this Agreement, such waiver continuing only so long as Licensor continues its own occupation, use or control. Licensor does not warrant or guarantee that the license granted hereunder provides Licensee with all of the rights necessary to occupy any portion of the Rail Corridor. Licensee further acknowledges that it does not have the right to occupy any portion of the Rail Corridor held by Licensor in less than fee simple absolute without also receiving the consent of the owner(s) of the fee simple absolute estate. Further, Licensee shall not obtain, exercise or claim any interest in the Rail Corridor that would impair Licensor's existing rights therein.

17.3 Licensee agrees it shall not have nor shall it make, and hereby completely and absolutely waives its right to, any claim against Licensor for damages on account of any deficiencies in title to the Rail Corridor in the event of failure or insufficiency of Licensor's title to any portion thereof arising from Licensee's use or occupancy thereof.

17.4 Licensee agrees to fully and completely indemnify and defend all claims or litigation for slander of title, overburden of easement, or similar claims arising out of or based upon the Facilities placement, or the presence of the Facilities in, on or along any Encroachment(s), including claims for punitive or special damages.

17.5 Licensee shall not at any time own or claim any right, title or interest in or to Licensor's property occupied by the Encroachments, nor shall the exercise of this Agreement for any length of time give rise to any right, title or interest in Licensee to said property other than the license herein created.

17.6 Nothing in this Agreement shall be deemed to give, and Licensor hereby expressly waives, any claim of ownership in and to any part of the Facilities.

17.7 Licensee shall not create or permit any mortgage, pledge, security, interest, lien or encumbrances, including without limitation, tax liens and liens or encumbrances with respect to work performed or equipment furnished in connection with the construction, installation, repair, maintenance or operation of the Facilities in or on any portion of the Encroachment (collectively, "Liens or Encumbrances"), to be established or remain against the Encroachment or any portion thereof or any other Licensor property.

17.8 In the event that any property of Licensor becomes subject to such Liens or Encumbrances, Licensee agrees to pay, discharge or remove the same promptly upon Licensee's receipt of notice that such Liens or Encumbrances have been filed or docketed against the Encroachment or any other property of Licensor; however, Licensee reserves the right to challenge, at its sole expense, the validity and/or enforceability of any such Liens or Encumbrances.

## **18. GENERAL PROVISIONS:**

18.1 This Agreement, and the attached specifications, contains the entire understanding between the parties hereto.

18.2 Neither this Agreement, any provision hereof, nor any agreement or provision included herein by reference, shall operate or be construed as being for the benefit of any third person.

18.3 Except as otherwise provided herein, or in any Rider attached hereto, neither the form of this Agreement, nor any language herein, shall be interpreted or construed in favor of or against either party hereto as the sole drafter thereof.

18.4 This Agreement is executed under current interpretation of applicable Federal, State, County, Municipal or other local statute, ordinance or law(s). However, each separate division (paragraph, clause, item, term, condition, covenant or agreement) herein shall have independent and severable status for the determination of legality, so that if any separate division is determined to be void or unenforceable for any reason, such determination shall have no effect upon the validity or enforceability of each other separate division, or any combination thereof.

18.5 This Agreement shall be construed and governed by the laws of the state in which the Facilities and Encroachment are located.

18.6 If any amount due pursuant to the terms of this Agreement is not paid by the due date, it will be subject to Licensor's standard late charge and will also accrue interest at eighteen percent (18%) per annum, unless limited by local law, and then at the highest rate so permitted.

18.7 Licensee agrees to reimburse Licensor for all reasonable costs (including attorney's fees) incurred by Licensor for collecting any amount due under the Agreement.

18.8 The provisions of this License are considered confidential and may not be disclosed to a third party without the consent of the other party(s), except: (a) as required by statute, regulation or court order, (b) to a parent, affiliate or subsidiary company, (c) to an auditing firm or legal counsel that are agreeable to the confidentiality provisions, or (d) to Lessees of Licensor's land and/or track who are affected by the terms and conditions of this Agreement and will maintain the confidentiality of this Agreement.

18.9 Licensor shall refund to Licensee any overpayments collected, plus any taxes paid in advance; PROVIDED, however, such refund shall not be made when the cumulative total involved is less than One Hundred Dollars (\$100.00).

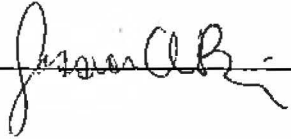
19. **RESERVED:**

20. **RESERVED:**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate  
(each of which shall constitute an original) as of the effective date of this Agreement.

Witness for Licensors:



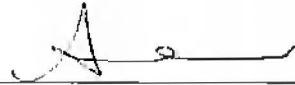
CSX TRANSPORTATION, INC.

By: 

Print/Type Name: David E. Elder  
Director

Print/Type Title: \_\_\_\_\_

Witness for Licensee:



HARDIN COUNTY WATER DISTRICT 1

By: 

Who, by the execution hereof, affirms that he/she has  
the authority to do so and to bind the Licensee to the  
terms and conditions of this Agreement.

Print/Type Name: JAMES BRULE

Print/Type Title: GENERAL MANAGER

Tax ID No.: SD047103

Authority under Ordinance or

Resolution No. N/A

Dated N/A

**PADUCAH & LOUISVILLE RAILWAY, INC.  
INSURANCE REQUIREMENTS  
EXHIBIT C**

**A. RAILROAD PROTECTIVE INSURANCE - DURING INSTALLATION PERIOD**

If the LICENSEE shall use its own forces or shall employ a contractor for the installation of the Pipeline, then, before commencing work, the LICENSEE or LICENSEE'S CONTRACTOR, as the case may be, shall provide and maintain the following insurance, in form and amount and with the companies satisfactory to, and as approved by, the RAILROAD.

(a) Statutory Workers' Compensation and Employer's Liability insurance.

(h) An Occurrence Form Railroad Protective Policy with limits of not less than Two Million (\$2,000,000.00) Dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property, with Six Million (\$6,000,000.00) Dollars aggregate for the term of the policy with respect to Bodily Injury, Liability, Property Damage Liability and Physical Damage to Property. The Policy must name

**PADUCAH & LOUISVILLE RAILWAY, INC.  
200 CLARK STREET  
PADUCAH, KY 42003**

as the Insured, and shall provide for not less than Ten (10) days' prior written notice to Railroad of cancellation of, or any material change, in the policy.

In lieu of purchasing the above noted Railroad Protective Policy, Licensee may choose to pay a fee of Two Thousand Two Hundred Fifty and No/100 Dollars (\$2,250.00) to Railroad in order to procure coverage for Licensee's Pipeline project under Railroad's blanket Railroad Protective Policy.

**B. POST INSTALLATION**

Before commencing work, and until this Agreement shall be terminated or the Pipeline removed (whichever date is later), the LICENSEE shall provide and maintain the following insurance, in form and amount with companies satisfactory to, and as approved by, the RAILROAD:

(a) Statutory Workers' Compensation and Employer's Liability Insurance.

(b) Automobile Liability in an amount not less than One Million (\$1,000,000.00) Dollars combined single limit.

(c) Commercial General Liability in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit. In the event the policy is a Claims Made Policy, coverage shall include an aggregate of Six Million (\$6,000,000.00) Dollars.

The policy must name

**PADUCAH & LOUISVILLE RAILWAY, INC.  
200 CLARK STREET  
PADUCAH, KY 42003**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Curneal & Hignite Insurance, Inc. 2905 Ring Road P.O. Box 807 Elizabethtown KY 42702-0807	CONTACT NAME: Jeffrey Stiles, CIC PHONE (A/C, No, Ext): (270) 737-2828 E-MAIL: jstiles@chiins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A Arch Insurance Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	FAX (A/C, No): (270) 737-4950 NAIC # 11150
INSURED Hardin County Water District No. 1 1400 Rogersville Road Radcliff KY 40160		

## COVERAGES

CERTIFICATE NUMBER: CL1562410291

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	X		GWPRG0143604	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Failure to Supply \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			GWPRG0143604	1/1/2015	1/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 0 <input type="checkbox"/> CLAIMS-MADE			GWFXS0143604	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Umbrella Liability policy follows the form of the Commercial General Liability policy.

## CERTIFICATE HOLDER

## CANCELLATION

PADUCAH & LOUISVILLE RAILWAY, INC.  
200 CLARK STREET  
PADUCAH, KY 42003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

J Stiles, CIC/JBS

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>NORTH HARDIN INSURANCE AGENCY INC</b> 353 W Lincoln Trail Blvd Radcliff, KY 40160	CONTACT NAME: <b>MICK SIMMONS</b>		
	PHONE (A/C, No, Ext): <b>(270) 351-4431</b>	FAX (A/C, No): <b>(270) 351-4493</b>	
	E-MAIL ADDRESS: <b>nhia1959@aol.com</b>		
INSURED <b>HARDIN COUNTY WATER DISTRICT #1</b> 1400 ROGERSVILLE ROAD RADCLIFF, KY 40160 270-351-3222	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A: <b>KEMI</b>		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	MODEL NO	SUBS TYPE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
							PERSONAL & ADV INJURY
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OPAGG
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident)
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB						EACH OCCURRENCE
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	317899	7/1/15	7/1/16	PER STATUTE <input checked="" type="checkbox"/> OTHER <input type="checkbox"/>
	DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## WATERWORKS OPERATION

## CERTIFICATE HOLDER

**PADUCAH & LOUISVILLE RAILWAY INC**  
200 CLARK ST  
PADUCAH KY 42003  
SSCHMUCK@HCWD.COM

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE

**Application for New Pipeline or Supplement to  
Existing Permit No. \_\_\_\_\_**

**Applicant Information**

Legal Name of Company:	Hardin County Water District No. 1		
Municipal Ownership, if any:		State of incorporation:	Kentucky
If not a corporation, name(s) of owners or partners:	Water district organized under KRS Chapter 74, Political Subdivision of Hardin County Fiscal Court		
Contact Name:	Daniel Clifford	Phone:	270-351-3222
Fax:	270-352-3055	Email Address:	DClifford@hcwd.com
Business Address:	1400 Rogersville Rd		

**Corporate Information**

☐ Same as above

Legal Name of Company:			
Municipal Ownership, if any:		State of incorporation:	
If not a corporation, name(s) of owners or partners:			
Contact Name:		Phone:	
Fax:		Email Address:	
Business Address:			

**Application For**

☒ Pipeline Crossing ☐ Pipeline parallel to track ☐ Both

**Purpose**

Product to be handled in pipeline: Water

**Location**

Name of Railroad:	Paducah and Louisville Railway		
City:	West Point	State:	KY
		County:	Hardin
Distance and direction from nearest Railroad milepost:	<del>697 feet NE of L21</del> 1,600 feet SW of L21		
Distance and direction from centerline of nearest road crossing:	2,428.6 feet S of 6th Street		
Distance in feet measured along the track from the point pipe(s) cross the track (main track or more than one track) to known point on Railroad (centerline of road crossing, center of railroad culvert, east or west end of a railroad bridge, points of a railroad switch):	Distance from intersection of CSX and P&L RR: 492 feet, N		
Angle pipe will make with track at the point of crossing (any crossing not at 90 degrees MUST be approved by Railroad):	90 degrees		
Distance from centerline of nearest track if a parallel pipeline encroachment:	N/A		
Total length of pipeline on railroad right of way:	110'		



**Application for New Pipeline or Supplement  
Existing Permit No. \_\_\_\_\_**

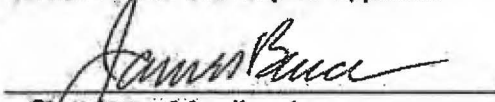
**Project Information**

Date you expect to be on Railroad premises:	July 2015	Date you expect to complete project:	December 2015
Is facility: <input type="radio"/> Temporary <input checked="" type="radio"/> Permanent	If temporary, estimated term: _____ (weeks, months, etc.)		
Will you employ a contractor for installation or maintenance?: <input type="radio"/> Yes <input type="radio"/> No <input checked="" type="radio"/> Yes, but contractor has not been identified			
Company Name:		Contact Name:	
Phone:		Fax:	
Mobile:		Email Address:	
Business Address:			

Please include eight (8) copies of plan and profile drawings (no larger than 11" x 17"), eight (8) copies of an area map (indicating the worksite) (no larger than 11" x 17"), a copy of the existing agreement (if applicable), and a non-refundable application fee of \$1250.00 (subject to change without notice) and submit to:

Omega Rail Management, Inc.  
PO Box 120338  
Nashville, TN 37212-0338  
(800) 990-1961  
(800) 660-6326 (Facsimile)

If, in the opinion of the Railroad, sufficient hazard is involved, Railroad will supply flagmen, with proper advance notice, or if the pipeline installation requires removal, replacement, modification, or locating of track, bridges, signals, railroad wires or pipelines, roads, or the supply of railroad engineering or supervision, the applicant agrees the full cost of such railroad services will be borne by the applicant.

  
\_\_\_\_\_  
**Signature of Applicant**

General Manager, HCWD1

Feb 3, 2015

**Title**

**Date**

If this application has been prepared by a consultant or other third party, please complete the following:

Name of individual who prepared application:	Jennifer Dieterlen
Name of firm:	HDR Engineering
Business address of preparer:	401 West Main Street, Louisville KY 40202
Phone:	502-909-3234
Fax:	502-909-3235
Email:	jennifer.dieterlen@hdrinc.com

<b>OFFICE USE ONLY</b>	
Application received:	2/23/15
By:	AC
Permit No. Assigned:	PL-HC-012

COMMONWEALTH OF KENTUCKY  
HARDIN CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 15-CI- 1326

HARDIN COUNTY WATER DISTRICT #1

PETITIONER

VS.

REPORT AND AWARD OF COMMISSIONERS

MARY ROSE ALBRO, et al.

RESPONDENTS

\* \* \* \* \*

We, Steve Reesor, Kathy Deveau,  
and Mel Irwin, the Court's Commissioners herein, respectfully  
report that before entering upon our duties as Commissioners, we were sworn to find the fair  
market value of the entire tract of land and materials immediately before the taking and to find  
the fair market value of so much of the tract of land and materials remaining, if any, immediately  
after the taking, all or a part of which is sought to be taken herein, and did make the following  
evaluations. The tract or tracts of land sought to be taken are more particularly described as  
follows:

Subject property being located on the northwest section of the  
above-described real property and running a length of 66.30 linear  
feet in length and being 20 feet in width, consisting of a total of  
1,326.03 square feet.

In addition, there is a 15' temporary construction easement being  
condemned that lies on the easterly side of the permanent waterline  
easement. Said easement to be released 90 days from project  
completion.

A. FAIR MARKET VALUE OF THE TRACT AS A WHOLE  
IMMEDIATELY BEFORE THE TAKING:

\$ 5,033.<sup>00</sup>

B. FAIR MARKET VALUE OF SO MUCH OF THE TRACT  
AS REMAINS IMMEDIATELY AFTER THE TAKING:

\$ 4,313.<sup>00</sup>

C. THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE OF THE WHOLE TRACT IMMEDIATELY BEFORE THE TAKING (A) AND SO MUCH OF THE TRACT AS REMAINS IMMEDIATELY AFTER THE TAKING (B):

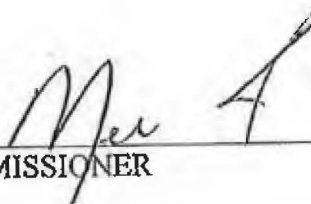
\$ 720.<sup>00</sup>

D. FAIR RENTAL VALUE OF THE TEMPORARY EASEMENT:


\$ 1500.<sup>00</sup>

Dated this 11th day of Sept., 2015.

SIGNED:

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

Distribute to:

David T. Wilson, II  
Skeeters, Bennett, Wilson & Pike  
P.O. Box 610  
Radcliff, Kentucky 40159

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COMMONWEALTH OF KENTUCKY  
HARDIN CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 15-CI-1328

9-11-15  
CLERK OF COURT  
LORETTA GRADY, CIR/DIST CLERK  
BY [Signature] D.C.

HARDIN COUNTY WATER DISTRICT #1

PETITIONER

VS.

REPORT AND AWARD OF COMMISSIONERS

MARY R. ALBRO, et al.

RESPONDENTS

\* \* \* \* \*

We, Steve Preesor, Kathy Deveau,  
and Mel Irwin, the Court's Commissioners herein, respectfully  
report that before entering upon our duties as Commissioners, we were sworn to find the fair  
market value of the entire tract of land and materials immediately before the taking and to find  
the fair market value of so much of the tract of land and materials remaining, if any, immediately  
after the taking, all or a part of which is sought to be taken herein, and did make the following  
evaluations. The tract or tracts of land sought to be taken are more particularly described as  
follows:

Subject property being located on the northwest section of the  
above-described real property and running a length of 87.03 linear  
feet in length and being 20 feet in width, consisting of a total of  
1,510.80 square feet.

In addition, there is a 15' temporary construction easement being  
condemned that lies on the easterly side of the permanent waterline  
easement. Said easement to be released 90 days from project  
completion.

A. FAIR MARKET VALUE OF THE TRACT AS A WHOLE  
IMMEDIATELY BEFORE THE TAKING:

\$ 6,253.<sup>00</sup>

B. FAIR MARKET VALUE OF SO MUCH OF THE TRACT  
AS REMAINS IMMEDIATELY AFTER THE TAKING:

\$ 5363.<sup>00</sup>

C. THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE OF THE WHOLE TRACT IMMEDIATELY BEFORE THE TAKING (A) AND SO MUCH OF THE TRACT AS REMAINS IMMEDIATELY AFTER THE TAKING (B):

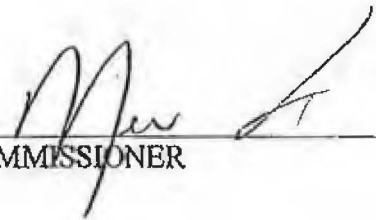
\$ 890.<sup>00</sup>


D. FAIR RENTAL VALUE OF THE TEMPORARY EASEMENT:

\$ 1500.<sup>00</sup>

Dated this 11 day of September, 2015.

SIGNED:

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

Distribute to:

David T. Wilson, II  
Skeeters, Bennett, Wilson & Pike  
P.O. Box 610  
Radcliff, Kentucky 40159

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COMMONWEALTH OF KENTUCKY  
HARDIN CIRCUIT COURT  
DIVISION 11  
CIVIL ACTION NO. 15-CI- 1327

CLERK OF COURT  
JESSICA GRADY, HARDIN COUNTY CLERK  
D.C.  
9-11-15

HARDIN COUNTY WATER DISTRICT #1

PETITIONER

VS.

REPORT AND AWARD OF COMMISSIONERS

MARY ROSE ALBRO, et al.

RESPONDENTS

\* \* \* \* \*

We, Steve Reesor, Kathy Deveau  
and Mel Irwin, the Court's Commissioners herein, respectfully  
report that before entering upon our duties as Commissioners, we were sworn to find the fair  
market value of the entire tract of land and materials immediately before the taking and to find  
the fair market value of so much of the tract of land and materials remaining, if any, immediately  
after the taking, all or a part of which is sought to be taken herein, and did make the following  
evaluations. The tract or tracts of land sought to be taken are more particularly described as  
follows:

Subject property being located on the northwest section of the  
above-described real property and running a length of 62.38 linear  
feet in length and being 20 feet in width, consisting of a total of  
1247.69 square feet.

In addition, there is a 15' temporary construction easement being  
condemned that lies on the easterly side of the permanent waterline  
easement. Said easement to be released 90 days from project  
completion.

A. FAIR MARKET VALUE OF THE TRACT AS A WHOLE  
IMMEDIATELY BEFORE THE TAKING:

\$ 2732.<sup>00</sup>

B. FAIR MARKET VALUE OF SO MUCH OF THE TRACT  
AS REMAINS IMMEDIATELY AFTER THE TAKING:

\$ 2232.<sup>00</sup>

C. THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE OF THE WHOLE TRACT IMMEDIATELY BEFORE THE TAKING (A) AND SO MUCH OF THE TRACT AS REMAINS IMMEDIATELY AFTER THE TAKING (B):

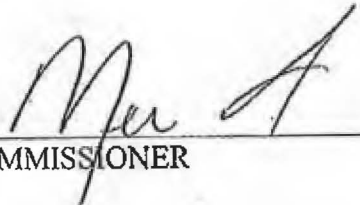
\$ 500.<sup>00</sup>

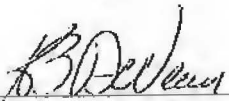
D. FAIR RENTAL VALUE OF THE TEMPORARY EASEMENT:

\$ 1500.<sup>00</sup>

Dated this 11<sup>th</sup> day of SEPT., 2015.

SIGNED:

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

Distribute to:

David T. Wilson, II  
Skeeters, Bennett, Wilson & Pike  
P.O. Box 610  
Radcliff, Kentucky 40159

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COMMONWEALTH OF KENTUCKY  
HARDIN CIRCUIT COURT  
DIVISION II  
CIVIL ACTION NO. 15-CI-1329

FILED IN OFFICE

ATTEST:

JOYRETTA GRADY, HARDIN CIR/DIST CLERK  
BY [Signature] D.C.

9-11-15

HARDIN COUNTY WATER DISTRICT #1

PETITIONER

VS.

REPORT AND AWARD OF COMMISSIONERS

MARY ROSE ALBRO, et al.

RESPONDENTS

\* \* \* \* \*

We, Steve Reesor, Kathy Deveau,  
and Neil Irwin, the Court's Commissioners herein, respectfully  
report that before entering upon our duties as Commissioners, we were sworn to find the fair  
market value of the entire tract of land and materials immediately before the taking and to find  
the fair market value of so much of the tract of land and materials remaining, if any, immediately  
after the taking, all or a part of which is sought to be taken herein, and did make the following  
evaluations. The tract or tracts of land sought to be taken are more particularly described as  
follows:

Subject property being located on the northwest section of the  
above-described real property and running a length of 148.89  
linear feet in length and being 20 feet in width, consisting of a total  
of 2,369.56 square feet.

In addition, there is a 15' temporary construction easement being  
condemned that lies on the easterly side of the permanent waterline  
easement. Said easement to be released 90 days from project  
completion.

A. FAIR MARKET VALUE OF THE TRACT AS A WHOLE  
IMMEDIATELY BEFORE THE TAKING:

\$ 13,370.00

B. FAIR MARKET VALUE OF SO MUCH OF THE TRACT  
AS REMAINS IMMEDIATELY AFTER THE TAKING:

\$ 11,460.00

C. THE DIFFERENCE BETWEEN THE FAIR MARKET VALUE OF THE WHOLE TRACT IMMEDIATELY BEFORE THE TAKING (A) AND SO MUCH OF THE TRACT AS REMAINS IMMEDIATELY AFTER THE TAKING (B):

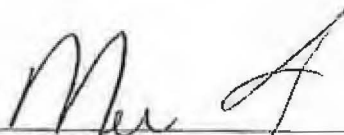
\$ 1910.<sup>00</sup>

D. FAIR RENTAL VALUE OF THE TEMPORARY EASEMENT:

\$ 1500.<sup>00</sup>

Dated this 11<sup>th</sup> day of SEPT., 2015.

SIGNED:

  
COMMISSIONER

  
COMMISSIONER

  
COMMISSIONER

Distribute to:

David T. Wilson, II  
Skeeters, Bennett, Wilson & Pike  
P.O. Box 610  
Radcliff, Kentucky 40159

## **WATER PURCHASE AGREEMENT**

This Water Purchase Agreement (hereinafter "Agreement") is entered this 15 day of May, 2012 by and between:

### **LOUISVILLE WATER COMPANY ("LWC")**

A Municipally-owned Corporation

Governed by the Board of Water Works

Operating pursuant to KRS Chapter 96

550 South Third Street

Louisville, KY 40202

And

### **HARDIN COUNTY WATER DISTRICT No. 1 ("HCWD1")**

A Water District

Operating Pursuant to KRS Chapter 74

1400 Rogersville Rd.

Radcliff, KY 40160

### **WITNESSETH:**

WHEREAS, HCWD1 is a water district operating pursuant to KRS Chapter 74 and owns and operates the public water supply system for a portions of Hardin, Meade and Breckinridge Counties, in Kentucky; and

WHEREAS, LWC is a municipally-owned water company operating pursuant to KRS Chapter 96 and owns and operates the public water system throughout Jefferson County and in part of Oldham and Bullitt Counties; and

WHEREAS, LWC and HCWD1 have entered into a Partnership Agreement dated July 15, 2008 whereby both Parties cooperatively agreed to pursue a contract with the United States Government to take over ownership and operations of the Ft. Knox Water System and also to pursue a wholesale water supply contract for LWC to supply water to HCWD1; and

WHEREAS, HCWD1 was awarded a contract with the United States Government to assume ownership and control of operations of the Ft. Knox Water System on September 30, 2011, and thereafter, on January 17, 2012, HCWD1 and LWC entered into a contract for LWC to provide plant operations of the Ft. Knox Water System commencing on February 1, 2012; and



WHEREAS, LWC has procured the development of engineering plans pertaining to the construction of a water supply main, master meter and pump station and related facilities for the mutual benefit of the Parties hereto.

NOW, THEREFORE, in consideration of the terms set forth herein, the receipt and sufficiency of which is hereby acknowledged, LWC and HCWD1 ("Parties") agree as follows:

**1. FACILITIES TO BE CONSTRUCTED:**

- a. For the mutual benefit of the Parties hereto, it is agreed that the Project includes a 16" finished water transmission main, a master meter, a pump station, and related facilities and any applicable fees and charges (the "Project"), which shall be designed and constructed along Dixie Highway (US 31W) from LWC's existing 16" transmission main at Kathryn Station Road to HCWD1's existing 14" transmission main at the base of Muldraugh Hill, south of the railroad tracks, as shown in Exhibit A dated May 1, 2012, which is attached hereto and incorporated herein by reference. The design will also include an alternate scope to construct a 20" or 24" transmission main, considering the potential future water supply to supply Ft. Knox, with the additional costs, if any, of design work to be divided by future agreement of the Parties.
- b. HCWD1 agrees to fund the Project out of the proceeds of a \$4.5 million grant awarded to it by the Kentucky Cabinet for Economic Development (the "Grant").
- c. HCWD1 agrees to reimburse LWC up to \$42,000 (FORTY-TWO THOUSAND DOLLARS) for prior payments of preliminary engineering for the Project, but said reimbursement would only occur if same amount will be reimbursed from Grant proceeds to HCWD1, and only after LWC submits invoice to HCWD1 with evidence of prior payments to engineers for the preliminary design work.
- d. The maximum investment that HCWD1 agrees to expend for the Project shall not exceed \$4,500,000 (FOUR MILLION FIVE HUNDRED THOUSAND DOLLARS). It is also agreed that final engineering and design plans for the construction of the Project will require the mutual consent of LWC and HCWD1.
- e. Point of Service: LWC agrees to furnish water to HCWD1 through a newly installed master meter located as close as practical to the southwest bank of the Salt River in Hardin County. This master meter will serve as the Point of Service to HCWD1.
- f. Facility Ownership: LWC will own the transmission main from Kathryn Station Rd to the Point of Service and the master meter and vault at the Point of Service. HCWD1 will own the transmission main and pump station from the Point of Service to the connection with existing HCWD1 14" transmission main.

**2. RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF FACILITIES:**

- a. LWC will be responsible for all repairs and maintenance of the newly installed transmission main to the Point of Service including a newly installed master meter, and the equipment, valves and vault associated with the new master meter.
- b. HCWD1 will be solely responsible for the repairs, maintenance and upkeep of the newly installed transmission main from the Point of Service to the newly installed pump station. Furthermore, HCWD1 will be solely responsible for the repair, maintenance and upkeep of said newly installed pump station, and any existing water mains downstream of said pump station.

**3. SERVICE LEVELS:**

- a. Quantity of Water to be Supplied: It is agreed that LWC will provide up to 3.5 million gallons per day (mgd) of potable water at the aforementioned Point of Service. This amount may be increased upon mutual written agreement by both Parties, but may require additional capital investment, which amount or funding source has not yet been determined.
- b. Quality and Pressure of Water to be Supplied: Water furnished at the Point of Service shall be treated potable water that complies with all applicable Kentucky Division of Water and U.S. Environment Protection water quality standards. LWC's water pressure at the Point of Service will be no less than the regulatory minimum and at least 30 psi, measured on the discharge side of the meter, as dynamic pressure, while HCWD1 is drawing its maximum agreed amount of volume of 3.5 mgd.
- c. Disinfection of Water: LWC uses chloramines as a disinfectant residual for the distribution of its potable water supply. HCWD1 uses free chlorine as a residual disinfectant and will begin converting to chloramines. Both Parties acknowledge that, at the sole discretion of HCWD1, a portion of the Grant funds may be allocated to HCWD1's conversion of its system to chloramine disinfection to assure the water delivered by this Project meets all water quality requirements of the Kentucky Division of Water and the quality of water does not cause any adverse impact to customers of LWC or HCWD1.
- d. Failure of Pressure or Supply: Emergency failures of pressure or failures of supply due to main breaks, power failure, flood, fires and/or use of water to fight fires, labor unrest, earthquake, tornado and/or other extraordinary circumstances shall excuse LWC from any failure to comply with this Section for such reasonable period of time as may be necessary to resolve the emergency situation.
- e. Reduction in Water Supply: In the event of an extended shortage of water, or in the event that the overall supply of water available from LWC is diminished over an extended period of time, water service to HCWD1 shall be reduced or diminished in the same ratio or proportion as the reduction of water service to LWC's other wholesale customers.

#### 4. METERING:

- a. LWC will test the master meter(s) located at the Point of Service once every year. Additional testing may be performed by LWC at its sole discretion, at any time. A meter registering within the acceptable limits as identified by AWWA standards shall be deemed to be accurate. A meter not registering accurately will be replaced and shall cause billings for at least one, and up to three months previous to such test, to be adjusted by the percentage of inaccuracy found by such test. If any meter shall fail to register usage for any regular billing period, the amount of water furnished during such billing period shall be considered to be the same as the amount of water furnished during the corresponding billing period immediately prior to the failure, unless the parties agree in writing to determine the amount of water furnished by some other method. LWC may make adjustments in the next billing period should the next reading be substantially higher than the previous billing period prior to the one in which usage did not register.
- b. An appropriate official or agent designated by HCWD1 shall have access to the meter at reasonable times for the purpose of verifying the meter's readings and LWC agrees to provide meter test data and reports to HCWD1 upon request.

#### 5. RATES AND PAYMENTS:

- a. LWC agrees to charge and HCWD1 agrees to pay LWC's current standard wholesale water rate, (currently \$1.69 per thousand gallons as identified in the Board of Water Works (BOWW) 2012 Rate Schedule). The Parties further agree and acknowledge that LWC's wholesale water rate will be reviewed and periodically adjusted by the Board of Water Works. Further, LWC agrees to provide HCWD1 advance notice as soon as practical of any rate increases but in no case less advance notice than required by Kentucky Public Service Commission ("PSC") regulations.
- b. LWC agrees to charge and HCWD1 agrees to pay LWC's current service charge based, as may be amended from time to time by the BOWW. For reference purposes only, the 2012 schedule of service charges, based on meter size are as follows:

<u>Meter Size</u>	<u>Monthly Service Charge</u>
5/8", 5/8" x 3/4"	\$7.74
3/4"	\$7.74
1"	\$19.35
1 1/2"	\$38.70
2"	\$61.92
3"	\$135.45
4"	\$232.20
6"	\$541.80
8"	\$967.50
10"	\$1,470.60
12"	\$2,244.60
16"	\$4,450.50

LWC agrees to provide HCWD1 advance notice as soon as practical of any increase to its service charge, but in no case less advance notice than is required by the PSC regulations.

- c. For each meter, HCWD1 agrees to pay the System Development Charge (SDC) in effect at the time the construction of the Project begins. For reference, the current SDC charge is as follows:

<u>Meter Size</u>	<u>System Development Charge</u>
5/8", 5/8" x 3/4"	\$350.00
3/4"	\$350.00
1"	\$600.00
1 1/2"	\$1,200.00
2"	\$1,900.00
3"	\$3,700.00
4"	\$6,000.00
6"	\$12,000.00
8"	\$19,200.00
10"	\$27,600.00
12"	\$44,400.00
16"	\$79,100.00

- d. LWC agrees that in determining future rates, it will use cost-based, industry standard ratemaking methods, which would include allocating certain costs to wholesale customers. LWC also agrees that any rate changes to HCWD1 will require and be subject to PSC review and approval.

#### **6. EXCLUSIVE RELATIONSHIP IN HARDIN COUNTY:**

For the duration of this Agreement, the parties agree that, other than the wholesale water covered by this Agreement and a separate future agreement to wholesale water to Hardin County Water District No. 2, LWC will not sell wholesale water in Hardin County without the written approval of HCWD1. Further, HCWD1 will supply Ft. Knox exclusively with water from LWC and will not replace the supply of water to Ft. Knox without approval of LWC. HCWD1 and LWC will partner to expand water service in Hardin County using LWC as the source of supply where economically feasible for both parties.

#### **7. WARRANTIES:**

- a. HCWD1 covenants and warrants as follows:

HCWD1 shall be responsible for the management and safety of water quality within its water system as a result of any mixing of waters purchased from LWC.

- b. LWC covenants and warrants as follows:

LWC will communicate as soon as practical with HCWD1 as soon as LWC becomes aware of an event within LWC's system that will result in interruption of

service to HCWD1 and, further, that LWC will restore full service to HCWD1 as soon as reasonably possible.

**8. DURATION AND TERMINATION OF AGREEMENT:**

- a. This Agreement commences effective immediately once both LWC and HCWD1 have executed it and shall expire 40 years from the date of execution of this Agreement. At the natural expiration of the Agreement, HCWD1 shall have the unilateral option to renew the Agreement at then current rates for the same term as the original Agreement. HCWD1 will advise LWC of its intent to renew the Agreement twelve (12) months prior to the natural expiration of the original Agreement.
- b. The rights and duties outlined in this Agreement are contingent upon the Grant referenced in Section 1(b) being fully funded. Therefore, this Agreement shall be null and void if the Grant referenced in Section 1(b) is not fully funded.
- c. 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:
  - i. For HCWD1 to terminate:
    - (1) Repeated failure of LWC to meet water delivery requirements stated herein (except for failures related to the temporary interruptions described herein in Sections 3(d) and/or 7(b), above); or,
    - (2) Final revocation of LWC's authority to operate water system by one or more governmental authorities having jurisdiction over such matters; or,
    - (3) Repeated failure of LWC to meet water quality requirements of the Environmental and Public Protection Cabinet of Kentucky (except for failures related to the temporary interruptions described herein in Sections 3(d) and/or 7(b) above); or,
    - (4) The breach of any other duty, warranty or covenant contained in this Agreement by LWC.
  - ii. For LWC to terminate:
    - (1) Repeated failure of HCWD1 to pay within forty-five (45) days of the due date for monthly wholesale water service described in this agreement; or,
    - (2) Final revocation of HCWD1's authority to operate a water system by one or more governmental authorities having jurisdiction over such matters; or,



- (3) Multiple findings against HCWD1 by the Environmental and Public Protection Cabinet of Kentucky or its successors, that HCWD1 has been classified as a significant non-complier resulting in LWC's being in violation of any drinking water regulations; or,
  - (4) The breach of any other duty, warranty or covenant contained in this Agreement by HCWD1.
- iii. Prior to termination of this Agreement as a result of the breach of the conditions and obligations set forth herein, the non-breaching party shall provide written notice of its intention to terminate the Agreement to the Parties identified in Section 12 below. Thereafter, the party alleged to have breached the Agreement shall have sixty (60) days in which to endeavor to remedy the alleged breach. Said Agreement may not be terminated until the sixty (60) day period allowed for the cure of the breach has expired and the alleged breach has not been remedied to the reasonable satisfaction of the non-breaching party.

**9. AUTHORIZATION TO ENTER INTO AGREEMENT:**

The Parties affirm that they have obtained all required approvals, with the exception of the PSC as required by law and stated in Section 14, and have the necessary authority to enter into the Agreement.

**10. WAIVER AND SEVERABILITY OF PROVISIONS:**

- a. The Parties' failure to assert its rights under any provisions or term of this Agreement shall not be construed as a waiver of that right or any other right at any time in the future.
- b. Should any provision or paragraph in this Agreement be held to be invalid or unlawful, the remaining provisions or paragraphs in the Agreement shall be fully enforceable and shall remain in full effect.

**11. BINDING AGREEMENT; ASSIGNMENT:**

This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest. Without the written consent of the other party to this Agreement, such consent not to be unreasonably withheld, neither LWC nor HCWD1 may assign this Agreement to a third party.

**12. NOTICES:**

All notices required under the Agreement, shall be in writing addressed as follows and sent Certified Mail, Return Receipt Requested.

- a. If to LWC: President and CEO  
Louisville Water Company  
550 S. Third St.  
Louisville, KY 40202

b. If to HCWD1: General Manager  
Hardin County Water District No. 1  
1400 Rogersville Rd.  
Radcliff, KY 40160

**13. ENTIRE AGREEMENT:**

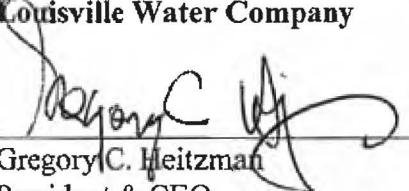
This Agreement represents the entire agreement by the Parties regarding wholesale water sales by LWC to HCWD1 and supersedes any and all other agreements regarding this matter, whether written or oral.

**14. AGREEMENT SUBJECT TO PSC APPROVAL:**

All terms, conditions, and provisions set forth herein shall not be binding on the Parties until such time as this Agreement has been approved by the PSC.

IN TESTIMONY WHEREOF, witness the signatures of the Parties by their duly authorized officers as of the day and year first above written, it being understood and agreed that this Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

**Louisville Water Company**


  
\_\_\_\_\_  
Gregory C. Heitzman  
President & CEO

STATE OF KENTUCKY

COUNTY OF Jefferson


Subscribed, sworn to and acknowledged before me by Gregory C. Heitzman to be his true act and deed on this 17<sup>th</sup> day of May, 2012.

My Commission Expires: 2-29-2016

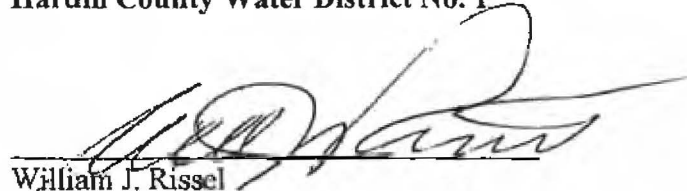
  
\_\_\_\_\_  
Notary Public

**Approved for Form and Legality:**

For LWC:

  
\_\_\_\_\_  
Barbara Dickens, Vice President and General Counsel

**Hardin County Water District No. 1**

  
William J. Rissel  
Chairman

STATE OF KENTUCKY  
COUNTY OF Hardin

Subscribed, sworn to and acknowledged before me by William J. Rissel to be his true act and deed on this 15<sup>th</sup> day of May, 2012.

My Commission Expires: 10/12/2015

  
Notary Public



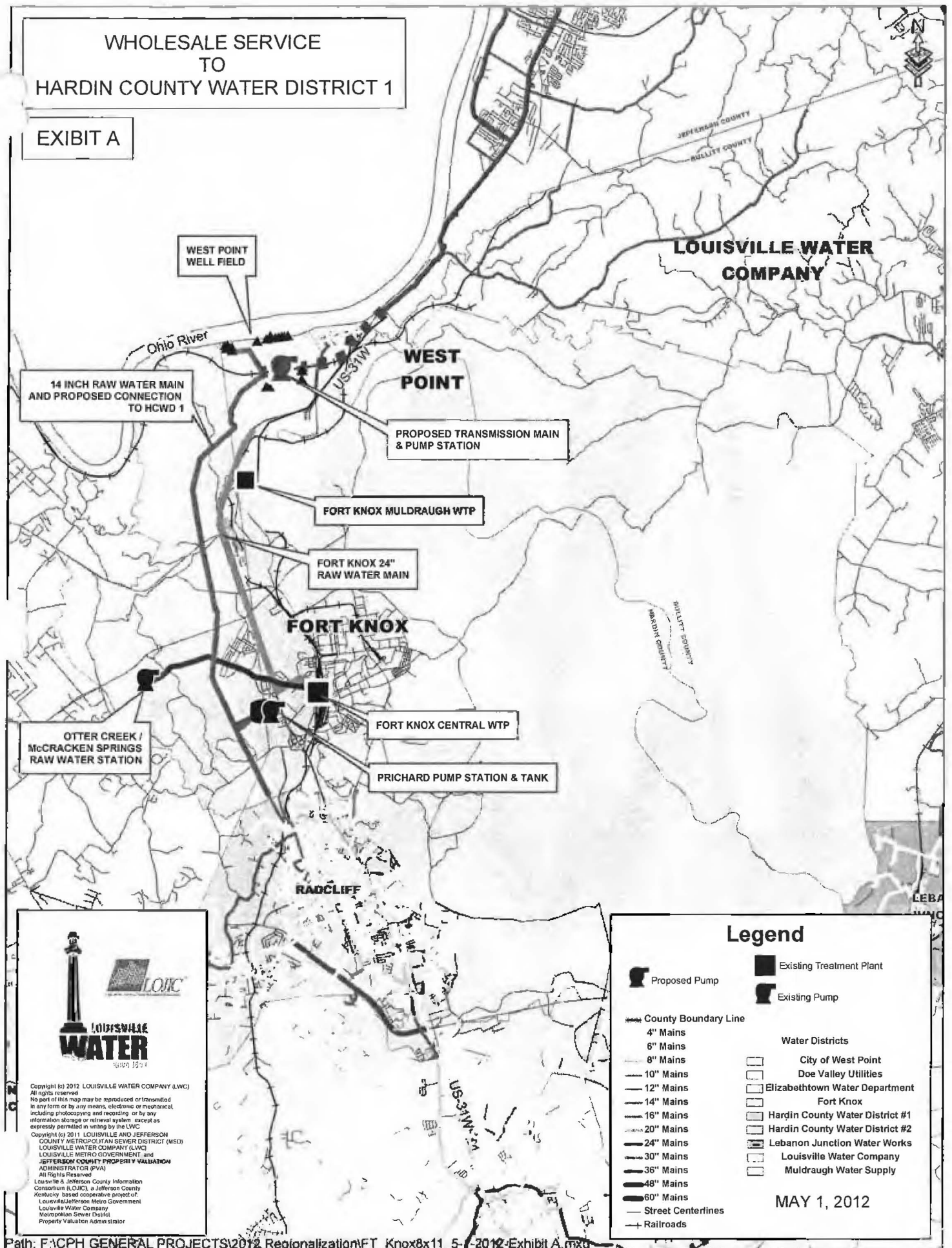
**Approved for Form and Legality:**

For HCWD1:

  
David Wilson, Skeeters Bennett Wilson & Pike

# WHOLESALE SERVICE TO HARDIN COUNTY WATER DISTRICT 1

## EXHIBIT A



COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

INVESTIGATION INTO THE PROPOSED WATER	)	
PURCHASE AGREEMENT BETWEEN	)	CASE NO. 2013-00251
LOUISVILLE WATER COMPANY AND HARDIN	)	
COUNTY WATER DISTRICT NO. 1	)	

ORDER

On June 13, 2012, Hardin County Water District No. 1 ("Hardin District No. 1") filed through the Commission's Tariff Filing System a copy of a contract between Louisville Water Company ("Louisville Water") and Hardin District No. 1 dated May 15, 2012 ("Contract"). Under the terms of the Contract, Louisville Water will supply up to 3.5 million gallons of water per day to Hardin District No. 1. Hardin District No. 1 agrees to pay Louisville Water's standard wholesale water rate and a monthly service charge. The terms of the Contract further require that any water supplied by Hardin District No. 1 to Fort Knox must come exclusively from water supplied by Louisville Water. Hardin District No. 1 cannot replace its supply of water to Fort Knox without Louisville Water's approval. The initial term of the Contract is 40 years.

The Contract also includes a \$4.5 million construction project for a 16-inch finished water transmission main, a master meter, a pump station, and related facilities to be designed and constructed along Dixie Highway from Louisville Water's existing main at Kathryn Station Road to Hardin District No. 1's existing main at the base of Muldraugh Hill. Hardin District No. 1 will fund the project with proceeds from a \$4.5



million Kentucky Cabinet for Economic Development grant. Hardin District No. 1 is required to file an application for a certificate of public convenience and necessity for the proposed project pursuant to KRS 278.020(1). In an Order issued December 23, 1998, in Case No. 98-339,<sup>1</sup> the Commission held that a contract similar to the one at hand cannot be viewed in isolation without the companion certificate application.

In Administrative Case No. 351,<sup>2</sup> the Commission held that municipal utilities were responsible for filing with the Commission any contracts for the provision of wholesale utility service to a public utility. In the current case, Hardin District No. 1, not Louisville Water, the supplier, filed the Contract.

The Contract contains a System Development Charge ("SDC"), which is a one-time fee charged at the time a construction project begins. The SDC increases as the customers' meter size increases. The parties have not filed an application to assess a system development charge. An application is required pursuant to 807 KAR 5:090.

The Commission initiated this proceeding on July 3, 2013, to investigate the reasonableness and lawfulness of the Contract and to determine whether the Contract was an evidence of indebtedness under KRS 278.300 requiring Commission approval prior to execution of the Contract. Pursuant to the Commission's July 3, 2013 Order, on August 19, 2013, Louisville Water filed a memorandum regarding the applicability of KRS 278.300 to the Contract. On August 21, 2013, Hardin District No. 1 filed its memorandum regarding the applicability of KRS 278.300.

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<sup>1</sup> Case No. 98-339, *Kentucky-American Water Company Special Contract with Louisville Water Company* (Ky. PSC Dec. 23, 1998).

<sup>2</sup> Administrative Case No. 351, *Submission of Contracts and Rates of Municipal Utilities Providing Wholesale Utility Service to Public Utilities* (Ky. PSC Aug. 10, 1994).

Louisville Water and Hardin District No. 1 both argue that the Commission incorrectly assumed that Hardin District No. 1 is currently the sole supplier of water to Fort Knox. The parties acknowledge that the Contract could be interpreted to imply that Hardin District No. 1 is solely responsible for supplying water to Fort Knox. The Department of Defense is currently solely responsible for obtaining Fort Knox's water supply. A contract currently exists in which Hardin District No. 1 operates the Fort Knox water system, but is not responsible for providing a water supply. In the future, Hardin District No. 1 may enter into an agreement to provide water to Fort Knox.<sup>3</sup>

Louisville Water argues that the monthly service charge cannot be considered an evidence of indebtedness because nothing has been issued and no debt is being assumed.<sup>4</sup> Hardin District No. 1 argues that 807 KAR 5:001, Section 17,<sup>5</sup> *Application for Authority to issue Securities, Notes, Bonds, Stocks, or Other Evidences of Indebtedness*, "distinguishes between applications to issue notes, bonds or other evidences of indebtedness, as opposed to bilateral contracts."<sup>6</sup>

The Commission thoroughly reviewed the various sections of KRS 278.300 to determine whether a contract with a minimum purchase clause is an evidence of indebtedness.

KRS 278.300(1) states:

No utility shall *issue* any securities or evidences of indebtedness, or assume any obligation or liability in respect

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<sup>3</sup> Louisville Water's Aug. 19, 2013 Brief at 2-3; Hardin District No. 1's Aug. 21, 2013 Brief at 4-5.

<sup>4</sup> Louisville Water's Aug. 19, 2013 Brief at 4-11.

<sup>5</sup> An amendment to 807 KAR 5:001 was effective January 3, 2014. Section 17 is now Section 18. The amendment to the current Section 18 does not affect Hardin District No. 1's argument.

<sup>6</sup> Hardin District No. 1's Aug. 21, 2013 Brief at 3.

to the securities or evidences of indebtedness of any other person until it has been authorized so to do by order of the commission." (Emphasis added.)

Other sections of KRS 278.300 use the term *issue*. KRS 278.300(2) says, "Application for authority to *issue* . . . ." KRS 278.300(3) says, "The commission shall not approve any *issue* . . . ." KRS 278.300(6) says, "Securities and evidences of indebtedness *issued* . . . ." KRS 278.300(7) says, "The commission may require periodical or special reports from the utility *issuing* . . . ." KRS 278.300(8) says, "This section does not apply to notes *issued* . . . ." KRS 278.300(9) says, "Nothing in this section limits the power of any court having jurisdiction to authorize or cause receiver's certification or debenture to be *issued* . . . ." KRS 278.300(10) says, "This section does not apply in any instance where the *issuance* . . . ." KRS 278.300(11) says, "This section also does not apply to the *issuance* . . . ."

KRS Chapter 278 does not define the term "*issue*." Entering into a contract to purchase water or any other product is not generally considered an issuance by either the seller or purchaser. Black's Law Dictionary contains several definitions for the term *issue*, including "[a] class or series of securities that are simultaneously offered for sale" and "[t]o send out or distribute officially." Under commercial law, *issue* is defined as "[t]he first delivery of a negotiable instrument by its maker or holder."<sup>7</sup> None of the definitions indicate that an *issuance* occurs when parties enter into a contract for the purchase of a product not involving a document of title. The Contract at hand involves the supply and purchase of water, not the issuance of securities or delivery of a negotiable instrument.

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<sup>7</sup> Black's Law Dictionary 907-908 (9<sup>th</sup> Ed. 2009).

As listed in KRS 278.300, an evidence of indebtedness means something different from a security. If evidence of indebtedness and security were synonymous, only one of the terms would be necessary. Because both terms are used, the terms cannot be synonymous; however, the term *issue* refers to both evidence of indebtedness and security. The term *issue* cannot mean one thing for the term *security* and something else for the term *evidence of indebtedness*.

Both the term *security* and *evidence of indebtedness* involve some form of financing arrangement. That both terms involve some form of financing arrangement is evident in KRS 278.300(3), which states:

The commission shall not approve any issue or assumption unless, after investigation of the purposes and uses of the proposed issue and the *proceeds* thereof, or of the proposed assumption of obligation or liability, the commission finds that the issue or assumption is for some lawful object within the corporate purposes of the utility, is necessary or appropriate for or consistent with the proper performance by the utility of its service to the public and will not impair its ability to perform that service, and is reasonably necessary and appropriate for such purpose. (Emphasis added.)

Generally, a contract to purchase a product would not result in *proceeds*. Black's Law Dictionary defines *proceeds* as:

1. The value of land, goods, or investments when converted into money; the amount of money received from a sale <the proceeds are subject to attachment>. 2. Something received upon selling, exchanging, collecting, or otherwise disposing of collateral. UCC § 9-102(a)(67). • Proceeds differ from other types of collateral because they constitute any collateral that has changed in form. For example, if a farmer borrows money and gives the creditor a security interest in the harvest, the harvested wheat is collateral. If the farmer then exchanges the harvest for a tractor, the tractor becomes the proceeds of the wheat.<sup>6</sup>

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<sup>6</sup> Black's Law Dictionary 1325 (9<sup>th</sup> Ed. 2009).

While the term "proceeds" does not necessarily mean only cash or money, the term "*proceeds*" does not apply to a contract containing a minimum purchase clause for the purchase of water. Louisville Water and Hardin District No. 1 are not selling property or converting money into other property.

KRS 278.300(7) also implies that a contract with a minimum purchase clause is not an evidence of indebtedness.

The commission may require periodical or special reports from the utility issuing any security or evidence of indebtedness. The report shall show, in such detail as the commission requires, the disposition made of such securities or evidences of indebtedness, and the application of the proceeds thereof.

The term "*proceeds*" is again used. As already stated, the term "*proceeds*" does not apply to a contract containing a minimum purchase clause for the purchase of water.

Having considered Louisville Water's and Hardin District No. 1's briefs and the Contract, and having carefully reviewed the language set forth in KRS 278.300, the Commission finds that:

1. All contracts and amendments to contracts for the sale for resale of water by a city-owned utility to a Commission-regulated water utility are subject to the Commission's jurisdiction pursuant to KRS 278.200 and are required to be filed with the Commission.

2. Any minimum purchase requirements or minimum service charges for the sale for resale of water in a contract by a city-owned utility to a Commission-regulated water utility may be investigated for reasonableness at the time of filing or upon complaint.



3. All rates, terms, and conditions for the sale of water by a Commission-regulated utility to another Commission-regulated utility are subject to the Commission's jurisdiction pursuant to KRS 278.030 and 278.040.

4. Any minimum purchase requirements or minimum service charges for the sale of water by a Commission-regulated utility to another Commission-regulated utility may be investigated for reasonableness at the time of filing or upon complaint.

5. Contracts, amendments to contracts, or tariffs containing minimum purchase requirements or minimum service charges for the sale or purchase of water should not be considered evidences of indebtedness.

6. No water utility may impose an SDC until an application has been filed as required by 807 KAR 5:090 and approval has been granted by the Commission.

7. Hardin District No. 1 must apply for and be granted a Certificate of Public Convenience and Necessity prior to commencing construction along Dixie Highway of a \$4.5 million water project to connect its main to Louisville Water's main.

8. Except for the provision of an SDC, all other provisions of the contract dated May 15, 2012 between Louisville Water and Hardin District No. 1 should be approved contingent on Hardin District No. 1's submission of an application for a Certificate of Public Convenience and Necessity and the Commission's granting of the Certificate of Public Convenience and Necessity.

IT IS THEREFORE ORDERED that:

1. Contracts and amendments to contracts for the sale for resale of water by a city-owned utility to a Commission-regulated water utility shall be filed by the seller with the Commission pursuant to KRS 278.200, but the Commission-regulated water

utility need not obtain approval as an evidence of indebtedness under KRS 278.300 of any minimum purchase requirement in such a contract or amendment.

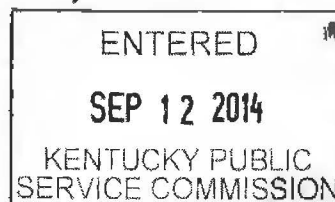
2. In the future, when Hardin District No 1 enters into a contract with a city-owned water utility that requires Hardin District No. 1 to apply for a Certificate of Public Convenience and Necessity, Hardin District No. 1 shall file with the Commission the contract for approval along with the application for a Certificate of Public Convenience and Necessity.

3. Except for the provision of an SDC, all other provisions of the contract dated May 15, 2012 between Louisville Water and Hardin District No. 1 are approved contingent on Hardin District No. 1's filing of an application for a Certificate of Public Convenience and Necessity and the Commission's granting of the Certificate of Public Convenience and Necessity.

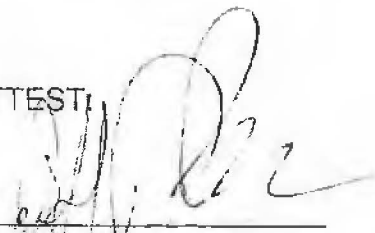
4. Any request to impose an SDC shall be filed in an application as required by 807 KAR 5:090 and shall be charged only after approval by the Commission.

5. Hardin District No. 1 shall file an application for a Certificate of Public Convenience and Necessity prior to commencing construction along Dixie Highway of a \$4.5 million water project to connect its main to Louisville Water's main.

By the Commission



ATTEST:

  
Executive Director

Jim Bruce  
General Manager  
Hardin County Water District #1  
1400 Rogersville Road  
Pine Bluff, KY 40159-0489

Edward T Depp  
Dinsmore & Shohl, LLP  
101 South Fifth Street  
Suite 2500  
Louisville, KENTUCKY 40202

Barbara K Dickens  
Louisville Water Company  
550 S. Third Street  
Louisville, KY 40202

Honorable David T Wilson II  
Attorney at Law  
Skeeters, Bennett, Wilson & Pike  
550 West Lincoln Trail Boulevard  
P.O. Box 610  
Pine Bluff, KENTUCKY 40160



## GRANT AGREEMENT

**THIS GRANT AGREEMENT** (the "Agreement") is made and entered into on this the 10<sup>th</sup> day of November, 2011, by and among (i) the **CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with address at Old Capitol Annex, 300 West Broadway, Frankfort, Kentucky 40601 (the "Cabinet"), (ii) the **STATE PROPERTY AND BUILDINGS COMMISSION**, a governmental agency of the Commonwealth of Kentucky, with address of Capitol Annex Building, Room 383, Frankfort, Kentucky 40601 (the "Commission"), (iii) the **HARDIN COUNTY FISCAL COURT**, a political subdivision of the Commonwealth of Kentucky, with address at P.O. Box 568, Elizabethtown, Kentucky 42702 (the "County"), and (iv) the **HARDIN COUNTY WATER DISTRICT NO. 1**, a water district of the Commonwealth of Kentucky, with address at 1400 Rogersville Road, Radcliff, Kentucky 40160 (the "District").

## WITNESSETH

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth;

WHEREAS, Section 154.12-100 of the Kentucky Revised Statutes authorizes and empowers the Commonwealth to promote economic development in Kentucky by undertaking and financing economic development bond projects, as more particularly described therein;

WHEREAS, the 2010 Extraordinary Session of the Kentucky General Assembly authorized Thirty-Eight Million Four Hundred Ninety-Five Thousand and No/100 Dollars (\$38,495,000.00) of Economic Development Bond (EDB) funds in House Bill 1 for Base Realignment and Closure (BRAC) Task Force efforts;

WHEREAS, on January 4, 2011, the BRAC Task Force recommended the use of Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) in EDB funds for a grant to the County for the benefit of the District to construct a new 24-inch transmission line and pump station to provide a regional water supply connection with the Louisville Water Company and Ft. Knox to address potential increase in use related to BRAC activities;

WHEREAS, the District, through the County, has applied for, and the Kentucky Economic Development Finance Authority ("KEDFA") awarded a Four Million Five Hundred Thousand and No/100 Dollars (\$4,500,000.00) EDB Grant on January 27, 2011;



WHEREAS, it is appropriate and in the public interest that the Commonwealth make a commitment of financial resources in order to encourage and support economic development endeavors recommended by the BRAC Task Force and approved by KEDFA in consultation with the Cabinet and the Commission pursuant to KRS 154.12-100;

NOW THEREFORE, in order to induce KEDFA to approve a grant to the County for the benefit of the District in the amount set forth in Section 2.1 hereof, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Cabinet, the Commission, the County, and the District hereby agree as follows:

## SECTION 1 DEFINITIONS

Definitions. For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

- (1) "Agreement" shall mean this Grant Agreement by and among the Cabinet, the Commission the County, and the District;
- (2) "Cabinet" shall mean the Cabinet for Economic Development, a governmental agency of the Commonwealth;
- (3) "County" shall mean the Hardin County Fiscal Court, Hardin County, Kentucky, a political subdivision of the Commonwealth;
- (4) "Commission" shall mean the State Property and Buildings Commission, a governmental agency of the Commonwealth;
- (5) "Commonwealth" shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof, including without limitation the State Property and Buildings Commission, a governmental agency of the Commonwealth of Kentucky, and the Cabinet for Economic Development, a governmental agency of the Commonwealth of Kentucky;
- (6) "Disbursement" shall mean the distribution of proceeds of the Grant by the Cabinet to the County pursuant to Section 2 of this Agreement;
- (7) "District" shall mean the Hardin County Water District No. 1, a Kentucky water district established pursuant to KRS Ch. 74;
- (8) "Economic Development Project" shall mean the acquisition of any real estate and the construction, acquisition, expansion, improvement, and installation thereon and with respect thereto of improvements and facilities necessary and useful for

the improvement of the real estate related to the Project (as defined below), including without limitation (i) surveys; (ii) site tests and inspections; (iii) subsurface site work; (iv) excavation, removal of structures, roadways, cemeteries, and other surface obstructions; (v) filling, grading, and provision of drainage; (vi) storm water retention; (vii) installation of utilities, such as water, sewer, sewage treatment, gas, electricity, communication, and other similar facilities; (viii) off-site construction of utility extensions to the boundaries of the real estate; (ix) construction and installation of buildings, including buildings to be used for worker training and education; (x) rail facilities; (xi) roads, sidewalks, curbs, and other improvements; (xii) workforce training and education; and (xiii) any other use approved in writing by the Cabinet for Economic Development;

(9) "Event of Default" shall mean the happening of any one or more of the events or occurrences designated as "Events of Default" pursuant to Section 9 of this Agreement;

(10) "Grant" shall mean the economic development bond grant in the principal amount set forth in Section 2.1 hereof, issued to the County pursuant to KRS 154.12-100 and the terms and conditions of this Agreement;

(11) "Grant Documents" shall collectively refer to this Agreement and all other agreements, documents, and instruments referred to in this Agreement or otherwise evidencing or pertaining to or executed in connection with the Grant, together with any and all agreements, documents, or instruments made in modification, amendment, renewal, extension, substitution, or replacement thereof;

(12) "KEDFA" shall mean the Kentucky Economic Development Finance Authority, a governmental agency of the Commonwealth;

(13) "Laws" shall include all laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of any other applicable jurisdiction;

(14) "Person" shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government, or agency or political subdivision thereof;

(15) "Project" shall mean that certain Economic Development Project consisting of the District's construction of a new 24-inch transmission line and pump station to provide a regional water supply connection with the Louisville Water Company and Fort Knox for use by northern Hardin County and Fort Knox, the "Louisville Water - Fort Knox Interconnect Project";

(16) "Request for Disbursement" shall mean a written request to the Cabinet for the making of a disbursement of the proceeds of the Grant, in form,

substance and detail satisfactory to the Cabinet, substantially in the form attached hereto and made a part hereof as Exhibit A; and,

(17) "Unmatured Default" shall mean the happening of any event or occurrence which would, together with the delivery of any required notice or the passage of any required period of time, constitute an Event of Default under this Agreement or any of the other Grant Documents.

## SECTION 2. THE GRANT

2.1 Agreement to Make Grant. Pursuant to KRS 154.12-100, the Cabinet hereby agrees to make, and the County hereby agrees to accept the Grant in the original principal amount of FOUR MILLION FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$4,500,000.00), subject to and in accordance with the terms, covenants, and conditions set forth in this Agreement. The County and the District expressly agree to comply with and to perform all of the terms, covenants, and conditions of this Agreement and the other Grant Documents, as the same apply to each of them.

2.2 Use of Proceeds. The proceeds of the Grant shall be disbursed to the County to finance the Project, in accordance with the terms and conditions of this Agreement and the other Grant Documents.

2.3 Disbursement. Disbursements of proceeds of the Grant shall be made by the Cabinet to the County in one or more draws upon (i) execution of this Agreement by each of the respective parties hereto, (ii) the full performance by all applicable parties of each of the conditions precedent to the Grant set forth in this Agreement and in each of the other Grant Documents, and (iii) upon the receipt by the Cabinet of a properly completed and executed Request for Disbursement, not less than ten (10) days prior to the date requested for the Disbursement, to which shall be attached any supporting documentation requested by the Cabinet. Requests for Grant Proceeds may be submitted to the Cabinet not more frequently than once a month.

2.4 Amount of Disbursements. The specific amount of any Disbursement shall not exceed the amount justified by the Request for Disbursement and by the documentation received by the Cabinet in support thereof. The County and the District agree to deliver to the Cabinet at any time and from time to time, upon request of the Cabinet, all receipts, vouchers, statements, bills of sale, or other evidence satisfactory to the Cabinet of actual payment of the costs associated with the Project ("Project Costs").

2.5 Right to Withhold Funds. The Cabinet may amend, reduce, or withhold funding of any Disbursement until such time as the Cabinet shall be satisfied in its sole discretion that the requirements set forth in this Agreement have been performed in full, and that the Request for Disbursement and the documentation received by the Cabinet

support the amount of the Disbursement requested by the County. The Cabinet may elect to amend, reduce, or withhold any Disbursement if the Cabinet determines at any time in its sole discretion that (i) the County or the District shall have failed to perform any condition precedent to the Disbursement under the terms and conditions of this Agreement or the other Grant Documents, or (ii) should any Event of Default or Unmatured Default have occurred and be continuing.

### SECTION 3 ADDITIONAL FINANCING

The District hereby represents and warrants to the Cabinet that there is no additional financing for the Project as disclosed in the December 21, 2010, Application for EDB Program. The District further agrees to notify the Cabinet in the event of any change regarding additional financing.

### SECTION 4 CONDITIONS PRECEDENT TO THE MAKING OF THE GRANT

The Cabinet's obligation to make the Grant and disburse funds shall be conditioned upon the prior fulfillment of the following conditions:

4.1 Representations, Warranties and Covenants. Each and every representation, warranty, and covenant made by or on behalf of the County and the District herein, in their application to the Cabinet, or relating to any of the Grant Documents, instruments, or transactions contemplated thereby, shall be true, complete, and correct on and as of the date of execution of this Agreement.

4.2 No Defaults. There shall exist no Event of Default or Unmatured Default under the Agreement or any of the other Grant Documents.

4.3 Compliance. The County and the District shall have observed or complied with all provisions of this Agreement.

4.4 Request for Disbursement. The County shall have provided to the Cabinet the Request for Disbursement along with all required supporting documentation.

4.5 Grant Documents. The County and the District shall execute and fully perform each of the conditions precedent to the Grant set forth in this Agreement and in each of the other Grant Documents.

4.6 Counsel Opinion. The County and the District shall have delivered to the Cabinet opinions of their counsel in form and substance satisfactory to the Cabinet and its counsel with respect to such matters as the Cabinet may reasonably require.

4.7 The County Approval. The County shall have supplied certified copies of any resolutions or ordinances authorizing the County's participation in the Grant and execution of Grant Documents.

4.8 The District Approval. The District shall have supplied attested copies of any resolutions authorizing the District's participation in the Grant and execution of Grant Documents.

## SECTION 5 INSURANCE

5.1 Insurance. During the term of this Agreement, and during any extensions or renewals thereof, insurance shall be carried and maintained on the Project. Additionally, the District shall carry and maintain property and casualty insurance, general public liability insurance, worker's compensation insurance, and, if applicable, flood insurance (all of the foregoing shall hereinafter collectively be referred to as the "Insurance"), in such form and in such amounts as are customarily carried by prudent business operations similarly situated, and shall pay all premiums relating thereto, on or before the due date thereof, all in accordance with the terms and conditions of this Agreement.

5.2 Notice of Casualty. The County and the District shall promptly give written notice of any material damage to or destruction of the Project to the Cabinet.

## SECTION 6 REPRESENTATIONS AND WARRANTIES

The County and the District hereby represent and warrant to the Cabinet as follows:

### 6.1 Existence.

(1) The County is a political subdivision organized and existing under the Constitution and laws of the Commonwealth of Kentucky.

(2) The District is a water district organized pursuant to KRS Ch. 74.

6.2 Authority to Act. The County and the District have the requisite powers, capacity, and authority to execute and deliver this Agreement and the other Grant Documents, to consummate the transactions contemplated by this Agreement and the other Grant Documents, and to observe and to perform this Agreement and the other Grant Documents in accordance with their respective terms and conditions. The officers of the County and the District executing and delivering this Agreement and the other Grant Documents on behalf of the County and of the District have been and are duly authorized to enter into this Agreement and the other Grant Documents on behalf of the County and of the District.

6.3 Validity of Grant Documents; Compliance with Law. The Grant Documents are in all respects the legal, valid, and binding obligations of the County and of the District according to their respective terms and conditions. The facts and matters expressed or implied in any opinions of the legal counsel retained by the County and by the District are true and correct as of the date hereof. The execution and delivery of this Agreement and the other Grant Documents, and the performance or observance by the County and the District of the terms and conditions thereof, does not and will not violate any Laws applicable to the County or to the District.

6.4 Approvals. The County and the District have taken all actions necessary to approve the Grant Documents and their participation in the Grant with respect to the Project.

6.5 Government Requirements. The real property on which the Project is located is in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project has been approved by all necessary governmental authorities, including state and local authorities, and the District has obtained all necessary permits, licenses, certifications and authorizations necessary to the completion of the Project.

6.6 Litigation. No litigation or proceeding involving the County or the District is pending or, to the best of the knowledge of the County and of the District, is threatened in any court or administrative agency which, if determined adversely to the County or to the District, could have a materially adverse impact on its ability to perform any of its respective obligations under this Agreement or under any of the other Grant Documents.

6.7 No Defaults. Neither the County nor the District is in default under any material contract, agreement, lease, bank loan or credit agreement to which either is a party or by which it is bound, nor has any event occurred which after the giving of notice or the passage of time, or both, would constitute a default under any such contract, agreement, lease, bank loan or credit agreement, which could have a materially adverse impact on the ability of the County or of the District to perform any of their respective obligations under this Agreement or under any of the other Grant Documents. No Unmatured Default or Event of Default exists on the date hereof, nor shall any such Unmatured Default or Event of Default begin to exist immediately after the execution and delivery of this Agreement or the other Grant Documents.

6.8 Conflicting Transactions. The consummation of the transaction contemplated hereby and the performance of the obligations of the County and of the District under and by virtue of this Agreement and the other Grant Documents shall not result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which the County or the District is a party or by which the County or the District is bound.



6.9 Disclosure. Neither this Agreement nor any of the other Grant Documents contain any false or misleading statement of or omission of any material fact. There is no fact known to the County or to the District that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of the County or of the District that has not been disclosed to the Cabinet.

## SECTION 7 COVENANTS

To induce the Cabinet to enter into this Agreement and to make the Grant, the County and the District hereby covenant and agree with the Cabinet as follows:

7.1 Mechanics' Lien. The County and the District have and shall hereafter comply with all Laws relating to mechanics' liens and other equitable liens with respect to the Project, including without limitation payment and notice provisions contained therein. The County and the District shall indemnify and hold the Cabinet harmless from the claims of mechanics' liens or other equitable liens affecting the Project, and shall pay promptly upon demand any loss or losses that the Cabinet may incur as a result of the filing of any such liens, including without limitation the reasonable cost of legal defense and the reasonable attorney's fees of the Cabinet arising in connection therewith. In addition, the County and the District shall cause, at their sole cost and expense, any mechanics' liens or other equitable liens that may be filed against the Project or against any undisbursed proceeds of the Grant to be released or bonded within thirty (30) days after the date of the filing thereof. The Cabinet shall have the option (but not the obligation), to cause to be released any lien existing against the Project more than thirty (30) days after the date of the filing thereof, and all payments made or costs incurred by the Cabinet in connection therewith shall be immediately due and payable upon the Cabinet's demand, by the County and the District. No exercise by the Cabinet of such option shall in any way affect the provisions of this Agreement, including without limitation the provision that failure by the County or by the District to cause mechanics' and other equitable liens to be released within thirty (30) days of the filing thereof shall constitute an Event of Default hereunder.

7.2 No Transfer of Project. Neither the County nor the District shall sell, lease, convey, mortgage, encumber, or dispose of all or any portion of the Project in any manner except as specifically permitted herein without the prior express written consent of the Cabinet.

7.3 Maintenance of Project. The District shall maintain the Project in good condition, order, and repair, and shall make all repairs thereto as are necessary or appropriate. The District shall not commit or suffer any waste to the Project, and shall not do or suffer anything to be done that may increase the risk of fire or other hazards thereto.

7.4 Dissolution or Disposition of Assets. During the term of this Agreement, neither the County nor the District shall, without first notifying the Cabinet in writing, (i) liquidate, dissolve, or otherwise dispose of all or substantially all of its assets, or (ii) liquidate, dissolve, or reorganize, or take any action leading toward liquidation, dissolution, or reorganization.

7.5 Compliance with Laws. The County and the District shall promptly comply with all Laws relating to the use and operation of the Project.

7.6 Taxes and Other Obligations. The District shall pay on or before the date due, as applicable, all taxes, assessments, charges, liens, encumbrances, levies, and claims of every character that have been levied or assessed or that may hereafter be levied or assessed upon or against the Project. The District shall pay on or before the date due all utility charges relating to the Project, whether public or private, and upon demand shall furnish the Cabinet receipts evidencing such payment.

7.7 Further Assurances. The County and the District shall, at any time upon request by the Cabinet, make, execute, and deliver or cause to be made, executed, and delivered to the Cabinet any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of the Cabinet, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of the County and the District under this Agreement and the other Grant Documents (collectively the "Further Assurances").

7.8 Right to Inspect. The Cabinet shall, at any time upon reasonable notice, have the right to inspect any and all records relating to the Project, and to inspect the any premises relating to the Project in order to monitor progress of the Project.

7.9 Indemnification. The County and the District shall indemnify, defend, and save harmless the Cabinet, the Commission, and their directors, officers, agents, and employees (the "Indemnitees") from all loss, liability, or expense (including the fees and expenses of in-house or outside counsel) arising out of or in connection with the County's and with the District's execution and performance of this Agreement, except in the case of any Indemnitee to the extent that such loss, liability, or expense is due to the gross negligence or willful misconduct of such Indemnitee. The County and the District acknowledge that the foregoing Indemnities shall survive the termination of this Agreement.

## SECTION 8 WAIVERS

8.1 Waivers by the County and the District. The County and the District, and each of them, hereby waive, to the extent permitted by applicable Laws, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with the Agreement.

8.2 Waiver and Remedies. The rights, powers, and remedies granted to the Cabinet pursuant to this Agreement shall be in addition to all rights, powers, and remedies given to or now or hereafter existing in the Cabinet by virtue of the Grant Documents or pursuant to any Laws. Each and every right, power, and remedy, whether specifically granted herein or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by the Cabinet, and the exercise, or the beginning of the exercise, of any such right, power, or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. Any forbearance or failure or delay by the Cabinet in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. Any consent by the Cabinet or any waiver of an Event of Default under this Agreement shall not constitute a consent to or waiver of any right, remedy, or power of the Cabinet upon a subsequent Event of Default.

## SECTION 9 DEFAULT

9.1 Events of Default. Each of the following events or occurrences shall constitute an "Event of Default" of the County or of the District under this Agreement:

(1) Bankruptcy. If there is filed by or against the County or the District a petition in bankruptcy or a petition for the appointment of a receiver or trustee of any of the property of the County or the District, and any such petition is not dismissed within sixty (60) days after the date of filing, or if the County or the District files a petition for reorganization under any of the provisions of the Bankruptcy Code or any similar Law, or if the County or the District makes a general assignment for the benefit of creditors, or if the County or the District makes any insolvency assignment or is adjudicated insolvent by any court of competent jurisdiction; or

(2) Covenants, Warranties and Representations. If any warranty or representation made by the County or the District in this Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if the County or the District shall fail to keep, observe or perform any of the obligations, terms, covenants, representations, or warranties set forth in this Agreement or in any of the other Grant Documents within fifteen (15) days after written notice from the Cabinet or the Commission to the County or to the District of the occurrence of such failure (or such longer period of time as may be reasonably required), provided that the County or the District, as applicable, commences to cure the Event of Default within such fifteen (15) day period and diligently pursues such cure or is unable or unwilling to meet its obligations thereunder; or

(3) Obligations to the Cabinet. If the County or the District shall fail to observe, perform, or comply with the terms, obligations, covenants, agreements, conditions, or other provisions of this Agreement or any of the other Grant Documents, or of any other agreement, document, or instrument which the County and the District have entered into with the Cabinet.

9.2 Remedies of Cabinet upon Events of Default. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default, the Cabinet and the Commission, or either of them, in their sole discretion and upon notice to the County or the District, may at any time exercise any one or more of the following rights and remedies:

(1) Terminate the Grant, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the Grant to the County;

(2) Commence an appropriate legal or equitable action to enforce the County's or the District's performance of the terms, covenants, and conditions of this Agreement and the other Grant Documents;

(3) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet and/or the Commission, or either of them, pursuant to the terms, covenants, and conditions of this Agreement, the Financing Statement, and the other Grant Documents; and

(4) Exercise any other rights or remedies that may be available to the Cabinet or the Commission pursuant to this Agreement, the other Grant Documents, or under applicable Laws.

## SECTION 10 MISCELLANEOUS

10.1 Expenses. The Cabinet shall be responsible for all costs associated with the preparation of the Grant Documents. After execution of the Grant Documents, at the Cabinet's request, the County shall promptly indemnify and/or reimburse the Cabinet for any and all expenses, costs, and charges of any kind incurred by or billed to the Cabinet in connection with (i) the preparation of any and all amendments, modifications, and supplements to the original Grant Documents which are necessitated by any action of the County or the District, or (ii) the preserving, perfection, and enforcement of the Cabinet's rights and remedies under this Agreement and/or the other Grant Documents.

10.2 Term of Agreement. The term of this Agreement shall commence as of the date hereof and shall continue until the County and the District shall have fully performed each of its respective obligations hereunder and under each of the Grant Documents. If the Grant proceeds have not been accessed or used for the intended purposes by December 31, 2014, the Cabinet has the right, but not the obligation to terminate this Grant Agreement.

10.3 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Agreement are hereby incorporated into and made a part of this Agreement as if set out at length herein.

10.4 Multiple Counterparts. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.

10.5 Headings. The section headings set forth in this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.

10.6 Partial Invalidity. If any term or provision of this Agreement or the application thereof to any Person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

10.7 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the County or the District of any of its respective rights and duties under this Agreement or the other Grant Documents.

10.8 No Partnership - Status of Relationship. The Commission, the Cabinet, the County, and the District, and any party respectively associated therewith, shall in no event be construed or become in any way or for any purpose partners, associates, or joint venturers in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of the County or of the District shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the Commission or the Cabinet.

10.9 Rights of Third Persons. In no event shall this Agreement be construed to make the Cabinet or any agent of the Cabinet liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other Persons for labor, materials, or services delivered to the Project or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such Persons against the County or the District. The County and the District expressly agree that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between the Cabinet and any general contractor, materialman, subcontractor,

craftsman, laborer, or any other person or entity supplying any labor, materials, or services to the Project or specially fabricating goods to be incorporated therein. No Persons are intended to be third party beneficiaries of the Grant Documents or to have any claim or claims in or to any undisbursed proceeds of the Grant pursuant to the Grant Documents.

10.10 Modification. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

10.11 Time of Essence. Time is of the essence in the performance of each of the terms and conditions of this Agreement.

10.12 No Assignment. Neither the County nor the District may assign their respective rights under this Agreement to any Person. This section shall not be deemed to prohibit an assignment by operation of law.

10.13 Notices. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to the Cabinet  
or the Commission: Cabinet for Economic Development  
Old Capitol Annex  
300 West Broadway  
Frankfort, Kentucky 40601-1975  
Attn: Commissioner  
Department of Financial Incentives

If to the County: Hardin County Fiscal Court  
P.O. Box 568  
Elizabethtown, Kentucky 42701  
Attn: Harry L. Berry, Hardin County Judge/Executive

If to the District: Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Kentucky 40160  
Attn: Jim Bruce, General Manager



Unless otherwise specifically provided in this Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail, postage prepaid, and addressed as provided above. The parties hereto may change their respective addresses as provided above by giving written notice of the change to the other parties hereto as provided in this paragraph.

10.14 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

10.15 Jurisdiction and Venue. The parties hereto agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (a) the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or (b) the United States District Court for the Eastern District of Kentucky, Frankfort Division, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Frankfort Division, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Cabinet, Commission, the County and the District have executed this Agreement as of the day, month and year first above written.

**CABINET FOR ECONOMIC DEVELOPMENT,**  
a Kentucky governmental agency

By: 

Steven L. Beshear, Governor of the  
Commonwealth of Kentucky

**STATE PROPERTY AND BUILDINGS  
COMMISSION,** a Kentucky governmental agency

By: 

Lori H. Flanery, Secretary  
Finance and Administration Cabinet

**HARDIN COUNTY FISCAL COURT,** a  
Kentucky political subdivision

By: 

Harry L. Berry, Judge/Executive

**HARDIN COUNTY WATER DISTRICT NO. 1,** a  
Kentucky water district

By: 

Jim Bruce, General Manger

**EXHIBIT A**

**KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT  
ECONOMIC DEVELOPMENT BOND GRANT  
REQUEST FOR DISBURSEMENT**

To: Cabinet for Economic Development Capitol Annex 300 West Broadway Frankfort, KY 40601 Attn: Department of Financial Incentives	From: Hardin County Fiscal Court P.O. Box 568 Elizabethtown, Kentucky 42702 Attn: Harry L. Berry, Hardin County Judge/Executive
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Date of Request: \_\_\_\_\_  
Amount Requested: \_\_\_\_\_ Federal Tax No.: 61-6000756 \_\_\_\_\_

Project Name: **Louisville Water-Fort Knox Interconnect Project**

**A. Status of ED Bond Grant Proceeds:**

1. Original ED Bond Grant Amount:	\$4,500,000.00
2. ED Bond Grant Disbursements to Date:	_____
3. Amount of Grant Proceeds Request:	_____
4. New ED Bond Grant Account Balance:	_____

**B. Summary of Payees of Amount Requested:**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____

TOTAL AMOUNT OF GRANT PROCEEDS REQUEST: \$ \_\_\_\_\_

**C. Wiring Instructions:**

**REASONABLY ENTITLED TO RELY UPON THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT.**

IN WITNESS WHEREOF, the undersigned County, by its duly authorized representative, has executed this Request for Disbursement as of the date written above.

HARDIN COUNTY FISCAL COURT

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

Harry L. Berry

Title: Hardin County Judge/Executive

FOR CABINET USE ONLY

Original Grant Amount: \_\_\_\_\_

Account #: \_\_\_\_\_

Disbursements To Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Amount of Request: \_\_\_\_\_

Approval Date: \_\_\_\_\_

New Account Balance: \_\_\_\_\_

Comments: \_\_\_\_\_  
\_\_\_\_\_

Name of Financial Institution: First Federal Savings Bank

City: Elizabethtown State: Kentucky Zip: 42701

ABA Number:                     

Account Number: State Grant Fund - 702106430

Account Name: Hardin County and Hardin County Jail - State Grant Fund

D. Certification: The Hardin County Fiscal Court (the "County") hereby makes this request to the Cabinet for Economic Development (the "Cabinet") for a Disbursement of proceeds of the Economic Development Bond Grant made by Cabinet to the County for the benefit of the Hardin County Water District 1. The County hereby represents, warrants and certifies to the Cabinet that (i) this request is made in accordance with the terms and conditions of that certain Grant Agreement dated as of the \_\_\_\_ day of \_\_\_\_\_, 2011, (the "Grant Agreement"), (ii) the Person executing this instrument on behalf of the County is duly authorized to execute and deliver this request, (iii) the County requires the amount requested to meet current payment obligations, (iv) each of the representations, warranties and covenants of the County in the Grant Agreement is true and correct of the date hereof, (v) no Event of Default under the Grant Agreement has occurred and is continuing, (vi) the Equipment has been delivered and installed in accordance with all applicable contracts, and (vii) to the best of its knowledge, no contractors or subcontractors have filed or have threatened to file liens or have the right to assert a lien of any type with respect to the Equipment. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Grant Agreement.

The County has attached to this Request for Disbursement all supporting documentation for the amount of the Disbursement requested, including, but not limited to, invoices, bills of sale, equipment lists and/or other relevant materials.

THE COUNTY ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT ARE MATERIAL INDUCEMENTS UPON WHICH THE CABINET WILL RELY IN MAKING THE DISBURSEMENT OF GRANT PROCEEDS REQUESTED HEREIN. THE COUNTY ACKNOWLEDGES THAT BUT FOR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND IN THE GRANT AGREEMENT, THE CABINET WOULD NOT MAKE THE DISBURSEMENT OF THE GRANT PROCEEDS REQUESTED HEREIN. THE COUNTY ACKNOWLEDGES AND AGREES THAT THE CABINET IS



**MATTHEW G. BEVIN**  
GOVERNOR

**DEPARTMENT FOR LOCAL GOVERNMENT**  
**OFFICE OF THE GOVERNOR**  
1024 CAPITAL CENTER DRIVE, SUITE 340  
FRANKFORT, KENTUCKY 40601-8204  
PHONE (502) 573-2382 FAX (502) 573-2939  
TOLL FREE (800) 346-5606  
WWW.DLG.KY.GOV

**SANDRA K. DUNAHOO**  
COMMISSIONER

February 4, 2016

Mr. Ashley Willoughby  
Lincoln Trail ADD  
P.O. Box 604  
Elizabethtown, KY 42702

**RE:** Hardin Co. W.D. #1- Louisville Water Co. Transmission Line  
WX21093042  
SAI# KY20160114-0027

Dear Mr. Willoughby:

The Kentucky State Clearinghouse, which has been officially designated as the Commonwealth's Single Point of Contact (SPOC) pursuant to Presidential Executive Order 12372, has completed its evaluation of your proposal. The clearinghouse review of this proposal indicates there are no identifiable conflicts with any state or local plan, goal, or objective. Therefore, the State Clearinghouse recommends this project be approved for assistance by the cognizant federal agency.

Although the primary function of the State Single Point of Contact is to coordinate the state and local evaluation of your proposal, the Kentucky State Clearinghouse also utilizes this process to apprise the applicant of statutory and regulatory requirements or other types of information which could prove to be useful in the event the project is approved for assistance. Information of this nature, if any, concerning this particular proposal will be attached to this correspondence.

You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

This letter signifies only that the project has been processed through the State Single Point of Contact. It is neither a commitment of funds from this agency or any other state or federal agency.

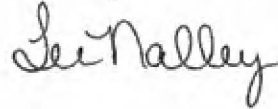
An Equal Opportunity Employer M/F/D



**The results of this review are valid for one year from the date of this letter.**  
Continuation or renewal applications must be submitted to the State Clearinghouse annually.  
An application not submitted to the funding agency, or not approved within one year after  
completion of this review, must be re-submitted to receive a valid intergovernmental review.

If you have any questions regarding this letter, please feel free to contact my office at  
502-573-2382.

Sincerely,

A handwritten signature in cursive script that reads "Lee Nalley".

Lee Nalley  
Kentucky State Clearinghouse

Attachments

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY201601140027

**STATE PREVAILING WAGE RATES MAY APPLY TO PROJECTS EXCEEDING \$250,000.00. CONTACT KY LABOR CABINET AT 502-564-3534**

The KY Dept. of Transportation has made the following advisory comment pertaining to State Application Identifier Number KY201601140027

Young (D4), Kevin: If any work is to be performed on State right of way, the applicant must obtain the required encroachment permit before doing any work. Please contact Mr. Kevin Blain in the Permits Section of the Department of Highways, District Four Office in Elizabethtown at 270-766-5066.

The Housing, Building, Construction has made the following advisory comment pertaining to State Application Identifier Number KY201601140027  
no comments

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY201601140027

The applicant must ensure compliance with the Advisory Council on Historic Preservation's Rules and Regulations for the Protection of Historic and Cultural Properties (36CRF, Part 800) pursuant to the National Historic Preservation Act of 1966, the National Environmental Policy Act of 1969, and Executive Order 11593.

Thank you for submitting your project for review. Currently, you have not provided enough information to determine this project's potential to impact sites listed or eligible for listing on the National Register of Historic Places.

Per the Section 106 regulations, it is expected that the applicant or responsible agency provide appropriate base information to our office to facilitate a review—including previously identified cultural resources that may be impacted by the proposed undertaking. You may not be aware, but effective July 8, 2013 we instituted a new Section 106 submission process to assist applicants and agencies in providing us the appropriate level of information to make our comments. Please refer to the following website <http://www.heritage.ky.gov/siteprotect/> where you will find three separate documents to assist you in submitting additional information to our office for review. Those documents include a memo outlining the standardized Section 106 submission process, a Section 106 Cover sheet that must be included with all submissions to our office, and instructions for the proper completion of the required cover sheet and associated information. Please include the SAI# when submitting additional information to the Kentucky Heritage Council.

If you have already submitted the requested additional information to our office for review, you should be receiving our comments soon.

If you have questions, please contact Nick Laracuente of my staff at 502.564.7005, extension 122.

The KY State Fish & Wildlife has made the following advisory comment pertaining to State Application Identifier Number KY201601140027

To minimize impacts to the aquatic environment the Kentucky Dept. of Fish & Wildlife Resources recommends that erosion control measures be developed and implemented prior to construction to reduce siltation into waterways located within the project area. Such erosion control measures may include, but are not limited to silt fences, staked straw bales, brush barriers, sediment basins, and diversion ditches. Erosion control measures will need to be installed prior to construction and should be inspected and repaired regularly as needed. Please contact Dan Stoelb @ 502-564-7109 ex. 4453 or [Daniel.Stoelb@ky.gov](mailto:Daniel.Stoelb@ky.gov) if you have further questions or require additional information.

**The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY201601140027**

**This review is based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications, or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.**

**The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: water lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin. The applicant must cite the State Application Identifier (SAI #KY201601140027) when submitting plans and specifications.**

**This project is consistent with the Hardin County Water Management Plan. It is approved for water management planning. It is approved for water withdrawal by the Water Quantity Management Section of DOW. From the application data, DOW ascertains that the proposed project is located in a floodplain area; therefore, a floodplain construction permit is required for this project. Julia Harrod, Watershed Management Branch, (502) 564-3410, Julia.Harrod@ky.gov.**

**The Hardin County Water District #1 will construct a new 24-inch transmission line and a 10 million gallon per day booster pump station to provide a regional water supply connection with Louisville Water Company and Northern Hardin County. The raw water sources for Hardin County Water District #1 and Fort Knox need supplemental supply to provide for growth and emergency supply. Completion of this project will provide improved water service for 15,000 households, 713 commercial entities, and 203 institutional entities (schools, churches, etc.).**

**No comment. Cindy McDonald, Water Infrastructure Branch, (502) 564-3410, Cindy.McDonald@ky.gov.**

**This project requires a construction permit from the DOW. Plans and specifications must also be submitted and approved by the Water Infrastructure Branch before construction can begin. Greg Goode, Water Infrastructure Branch, (502) 564-3410, Greg.Goode@ky.gov.**

**Best management practices shall be utilized to reduce runoff from the project into adjacent surface waters. John Brumley, Water Quality Branch, (502) 564-3410, John.Brumley@ky.gov.**

**No comment. Melissa Baughn, Compliance and Technical Assistance Branch, (502) 564-3410, Melissa.Baughn@ky.gov.**

**The Groundwater Section endorses this project. No permits or license are required from the Groundwater Section for this project to move forward. Many other activities involved in the construction phase of this project will require a Groundwater Protection Plan (GPP) to be developed and implemented. For example, activities such as refueling and maintenance of equipment require GPPs to be in place to protect the groundwater. Disposal of waste materials may also need special consideration. Hardin County has high karst occurrence. Special care needs to be taken to not release contaminants in areas with karst occurrence. It is advised that the project manager and contractors review regulation 401 KAR 5:037 concerning the need for GPPs for activities that have the potential to contaminate groundwater systems. Thomas Nelson, Watershed Management Branch, (502) 564-3410, Thomas.Nelson@ky.gov.**

**The Division of Enforcement does not object to the project proposed by the applicant. Tim Harrod, Division of Enforcement, (502) 564-2150, Timothy.Harrod@ky.gov.**

**If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) storm water discharge permit.**

**Utility line projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.**

The Kentucky Division of Water supports the goals of EPA's Sustainable Infrastructure Initiative. This Initiative seeks to promote sustainable practices that will help to reduce the potential gap between funding needs and spending at the local and national level. The Sustainable Infrastructure Initiative will guide our efforts in changing how Kentucky views, values, manages, and invests in its water infrastructure. This website, [www.epa.gov/waterinfrastructure/](http://www.epa.gov/waterinfrastructure/), contains information that will help you ensure your facility and operations are consistent with and can benefit from the aims of the Sustainable Infrastructure Initiative.

The Kentucky Infrastructure Agency has made the following advisory comment pertaining to State Application Identifier Number KY201601140027

Mapped Components for Tank are incorrect. Please revise mapping in WRIS Portal.  
Budget line items do not match the WRIS Portal. Please review and revise as needed.  
Please update schedule in the WRIS Portal.  
System Rates do not match the WRIS Portal. Please review and revise as needed.

This project was reviewed in the WRIS Portal by KIA Staff. Should you have any questions, please contact Jocelyn Gross at 502.573.0260 or email [Jocelyn.gross@ky.gov](mailto:Jocelyn.gross@ky.gov).

# Hardin County Water District No. 1

*Serving Radcliff and Hardin County for Over 60 Years*

1400 Rogersville Road  
Radcliff, KY. 40160

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February 4, 2016

Veronica A. Hiriams  
Real Estate Contracting Officer  
U.S. Army Corps of Engineers  
P.O. Box 100  
Fort Knox, KY 40121-0100

**SUBJECT: Minor Forest Product Sales – Fort Knox, KY  
LWC Interconnect – Transmission Main and Pump Station Improvements**

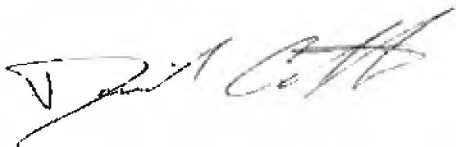
Dear Ms.Hiriams;

We have received your letter in reference to the Minor Forest Product Sales for the above project. Timber clearing of approximately 5 acres consisting of 20,072 board feet of standing mixed hardwood saw timber.

Enclosed is payment of \$4,000 for the appraised value of the timber. Please proceed with the Minor Forest Product Sales contract.

Thank you for the quick response and assistance in helping us meet the tight deadlines of this project.

Sincerely,



Daniel Clifford, Engineering Manager, HCWD1

Cf; Jim Bruce, HCWD1  
Kevin Brian, HDR

Encl. USACOE Appraisal



**DEPARTMENT OF THE ARMY**  
U. S. ARMY ENGINEER DISTRICT, LOUISVILLE  
CORPS OF ENGINEERS  
P. O. BOX 59  
LOUISVILLE KY 40201-0059

February 2, 2016

Real Estate Division  
Military Branch

Hardin County Water District #1  
ATTN: Daniel Clifford  
Engineering Manager  
1400 Rogersville Road  
Radcliff, KY 40160

Dear Mr. Clifford:

Hardin County Water District has been granted a water line easement located in Hunting Area 6 on Ft. Knox, KY. Timber on the approximate five acre area to be cleared consists of 20,072.0 board feet of standing mixed hardwood saw timber and has been appraised at \$4,000.00.

Please mail your payment to:

U.S. Army Corps of Engineers  
P.O. Box 100  
Fort Knox, KY 40121-0100

Upon receipt of the above, a Minor Forest Product Sales contract will be executed, which will be your authority to proceed with the timber removal. If you have any questions or need additional information, please contact Mr. Barry Tucker at 502-624-1883 or [Barry.S.Tucker@usace.army.mil](mailto:Barry.S.Tucker@usace.army.mil).

Sincerely,

Veronica A. Hiriams  
Real Estate Contracting Officer



**MAIN OFFICE**

1400 ROGERSVILLE ROAD  
RADCLIFF, KY 40160

Cecilian Bank  
104 E Main St  
Cecilia, KY 42724

007911

Pay Four Thousand Dollars and 00 Cents

DATE

Feb 3, 2016

AMOUNT

\$4,000.00

to the Order of:  
US ARMY CORPS OF ENGINEERS  
CORPS OF ENGINEERS/CELRL-REM RM 137  
PO BOX 59  
LOUISVILLE, KY 40201-0059



THIS CHECK CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS

MAIN OFFICE

To: US ARMY CORPS OF ENGINEER

Check Number: 007911

Date: February 3, 2016

Invoice Number	Date	GL Account Numbers	Distribution Reference	Voucher Amount	Paid Amount
HUNT AREA 6 - 1038	01/29/2016	1.00.10500		\$4,000.00	\$4,000.00

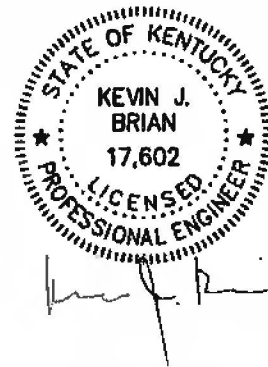
TOTAL: \$4,000.00

## **Exhibit No. 3**

Description of Project Location, Route and Construction

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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TECHNICAL MEMORANDUM  
**LWC INTERCONNECT**

TRANSMISSION MAIN AND  
PUMP STATION  
IMPROVEMENTS

*JEFFERSON AND HARDIN COUNTY KENTUCKY*

JANUARY 2016



Prepared for:

*KENTUCKY PUBLIC SERVICE COMMISSION*



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### **Background**

Hardin County Water District No. 1 (“HCWD1”) owns the Pirtle Spring Water Treatment Plant (PSWTP) which has a maximum capacity of 3.1 mg/d. The maximum day demand has been around 4 mg/d, but in some years has been higher. Typically during peak summer months, additional purchased water is provided by the Fort Knox Potable Water System (FKWS) to the HCWD1 County system (as of February 1, 2012, HCWD1 owns both the FKWS and the original HCWD1 County PWS). Since 1988, HCWD1 has purchased this supplemental source from the Department of the Army / FKWS. In 1997, HCWD1 designed and constructed a 5.2 mg/d pump station on Fort Knox, known as the Prichard Pump Station. A 1997 agreement with the FKWS allows HCWD1 to purchase up to 2.7 mg/d, but more than this has been allowed during emergencies or during regional drought events.

After Congress approved the latest Base Realignment And Closure (BRAC) initiative in 2005, the mission of Fort Knox changed considerably. The Commonwealth of Kentucky passed legislation to fund numerous public works projects in Hardin, Meade and Bullitt counties, which would result in improved public infrastructure and services for the increasing number of civilian employees, as a result of the Human Resource Command consolidating and moving to Fort Knox.

As a result of the new legislation, the Commonwealth funded more than \$250 million BRAC grants for numerous projects; these grants are administered by the Kentucky Economic Development Cabinet. One of these projects, funded at \$4.5 million, provides for HCWD1 to connect to the Louisville Water Company (“LWC”) system near the Salt River, along the Dixie Highway 31 corridor, to an existing 14 inch raw water main near West Point.

In 2008, LWC and HCWD1 formed a partnership to submit a proposal to the Government for the privatization of the FKWS. In 2011, the partnership was successful and HCWD1 entered into a 50 year contract with the Government to own and operate the FKWS.

In the contract with the Government, HCWD1 is required to close one of the WTP’s on post (FKWS Muldraugh WTP, 7 mg/d) within five years. In the contract with the Government, the Government retains ownership of the raw water commodity / rights and also states that the Government will be responsible for securing a replacement, purchased treated water source once HCWD1 closes the current Muldraugh WTP.

The HCWD1 County PWS’s 14 inch DIP main has been in service since 1968 and has been used to deliver raw water from three HCWD1 County PWS wells along the Ohio River, from the West Point aquifer, up to a now demolished Muldraugh WTP (this is not the same WTP as the FKWS Muldraugh WTP). The north end of the 14 inch DIP remains in service and is currently used to transport raw well water to the FKWS Central WTP. The south portion of the 14 inch DIP main also remains in service and is used to convey potable treated water from the HCWD1 Prichard Pump Station (on Fort Knox) to the elevated tank in Radcliff for the County PWS.

In 2012, HCWD1 further expanded its partnership with LWC by entering into an operations contract for LWC to operate the two FKWS treatment plants on post, and manage the raw water supplies and water quality monitoring and regulatory monitoring. Also in 2012, LWC and HCWD1 entered into a Water Purchase Agreement, by which LWC would sell HCWD1 up to 3.5 mg/d, to be delivered through the newly constructed interconnect transmission main.

**Project Scope:**

The LWC Interconnect – Transmission Main (TM) and Pump Station Improvements (“Project”) includes the design and construction a TM in the environs of the Salt River and the Hardin County City of West Point. The TM will begin in Jefferson County near Katherine Station Road with a connection to a 16-inch finished water main owned by LWC. The project will extend a main to and under the Salt River, through or around the town of West Point, and tie into the existing HCWD1 14-inch raw water transmission main. Near the Pritchard site a new main will extend to the Pritchard Ground Storage Tank at Fork Knox.

The TM route includes undercrossings for Salt River, Dixie Highway (31 W), Paducah and Louisville Railroad and CSX Railroad.

Other elements of the Project include a package booster pump station and master meter vault and conversion of a raw water main to finished water and installation of appurtenances along the converted main.

The master meter vault, to be located near the southwest bank of the Salt River, just south of the Dixie Highway 31W bridge, after acceptance, will be owned and maintained by LWC, and will measure wholesale water from LWC to HCWD1. All newly constructed TM upstream (to the northeast) of this wholesale meter will also be turned over to LWC for ownership and maintenance. All newly constructed improvements downstream (to the southwest) will be owned and operated by HCWD1.

The existing HCWD1 raw water main currently carries raw water from the well field and is manifolded into a separate 24-inch transmission main, which is fed by 12 other raw water wells and serves as a raw water source for the FKWS. The 24 inch raw main carries raw well water to the current FKWS Muldraugh WTP. The 14 inch main continues north approximately 41,600 lf. Purchased water from the FKWS is pumped by the Prichard Pump Station into a section of the 14 inch main, where it travels south into Radcliff filling HCWD1's County PWS storage tanks.

The initial TM will be 16-inch diameter. Bid alternatives will be provided for 20- and 24-inch. The initial PS capacity will be 2.5 to 3.0 MGD with bid alternative provided 8 to 10 MGD capacity.

These selections are based on the undeveloped possibility that the Project will provide an alternate source of potable water to the FKWS, which would require upsizing, depending on what additional quantity of water the Government requests to purchase.

See attached USGS map for project location.



### **Technical Objective**

Convey purchased water from LWC at Salt River and Dixie Highway (Approx. HGL 517 -540, 40 TO 50 PSI at master meter) to HCWD1's Fort Knox Pritchard ground storage tank (OE 734.8); from this location HCWD1 will be able to pump directly into the Radcliff distribution system via Pritchard PS.

### **PS Design Requirements and Capacity**

Two pumping capacities were evaluated for preliminary design: 3.5 MGD (2,430 gpm) and 10 MGD (6,940 gpm). The lower amount is based on the maximum amount of water HCWD1 is currently able to purchase from LWC by contract. The higher amount (additional 6.5 MGD) is based on the potential need by Fort Knox for additional finished water after the Muldraugh WTP is decommissioned in the next 2 to 3 years, should the Government choose to pay the additional cost of the upsizing.

### **Transmission Main (TM) Sizes and Routes**

The proposed TM route selected from the Value Engineering workshop was utilized along with existing 14" and 24" raw water lines (to be converted to finished water) for the new BPS evaluation for various cases. The proposed TM route consists of approximately 24,280 lf of pipeline that follows Dixie Highway and then departs along a power line easement to the BPS site. The Pritchard TM segment runs parallel to an existing 16-inch main. Both 16" and 24" pipe diameters were utilized in the analysis. The existing 14" line is approximately 41,600 lf in length and existing 24" line approximately 11,900 lf in length.

### **Modeling Scenarios**

Several combinations of proposed routes and existing lines were utilized for the BPS evaluation. They included the following:

#### **Initial Conditions**

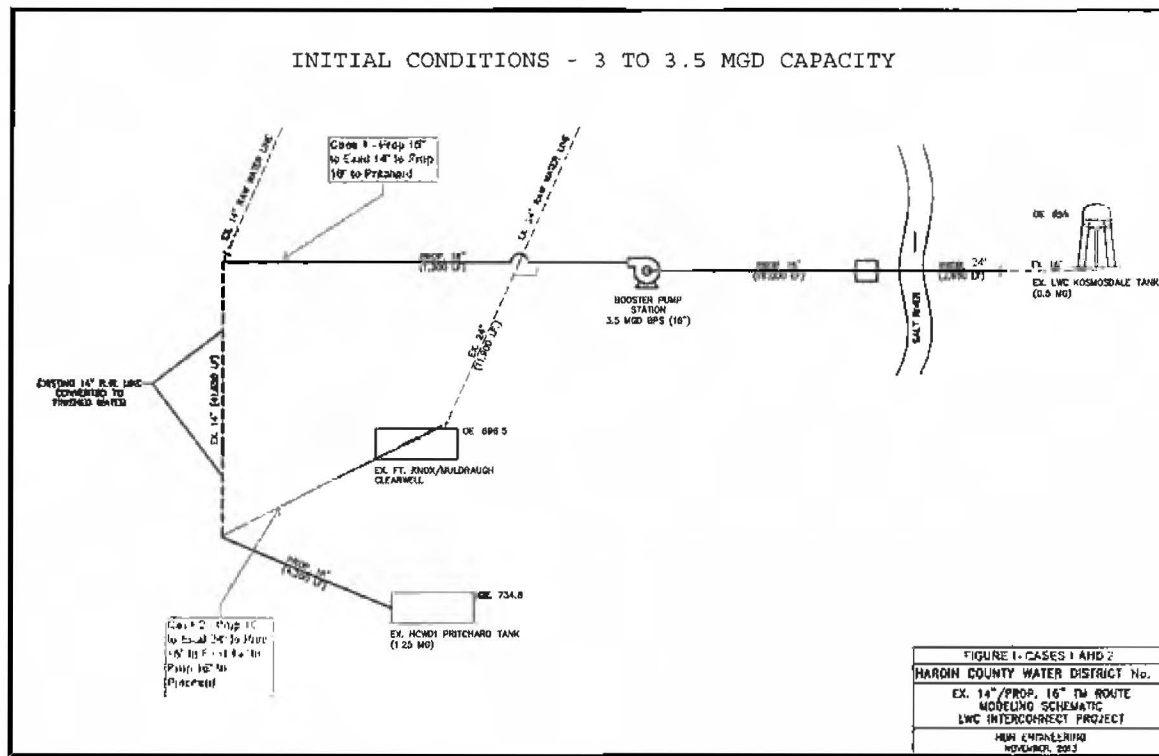
Pumping rates to deliver 3 to 3.5 MGD were evaluated for two cases (transmission main routes) to the HCWD1 Pritchard ground storage tank (OE 734.8).

Case 1 - TM route begins with 24" line to the LWC meter, then with 16" main to the BPS and to existing 14" line, then along existing 14" line to 16" main over to the Pritchard ground storage tank. The total length of 14"/16" pipe for this route is approximately 63,150 lf (12 miles).

Case 2 - TM route begins with 24" line to the BPS, then with proposed 24" main to existing 24" line, then along existing 24" line adjacent to Muldraugh clearwell, then with proposed 16" main over to the existing 14" line, then along existing 14" line to proposed 16" main to Pritchard ground storage tank. The total length of 14"/16"/24" pipe for this route is approximately 67,460 lf (12.8 miles).

See Figure 1 below for schematic of modeling cases 1 and 2.

FIGURE 1



### Ultimate Conditions

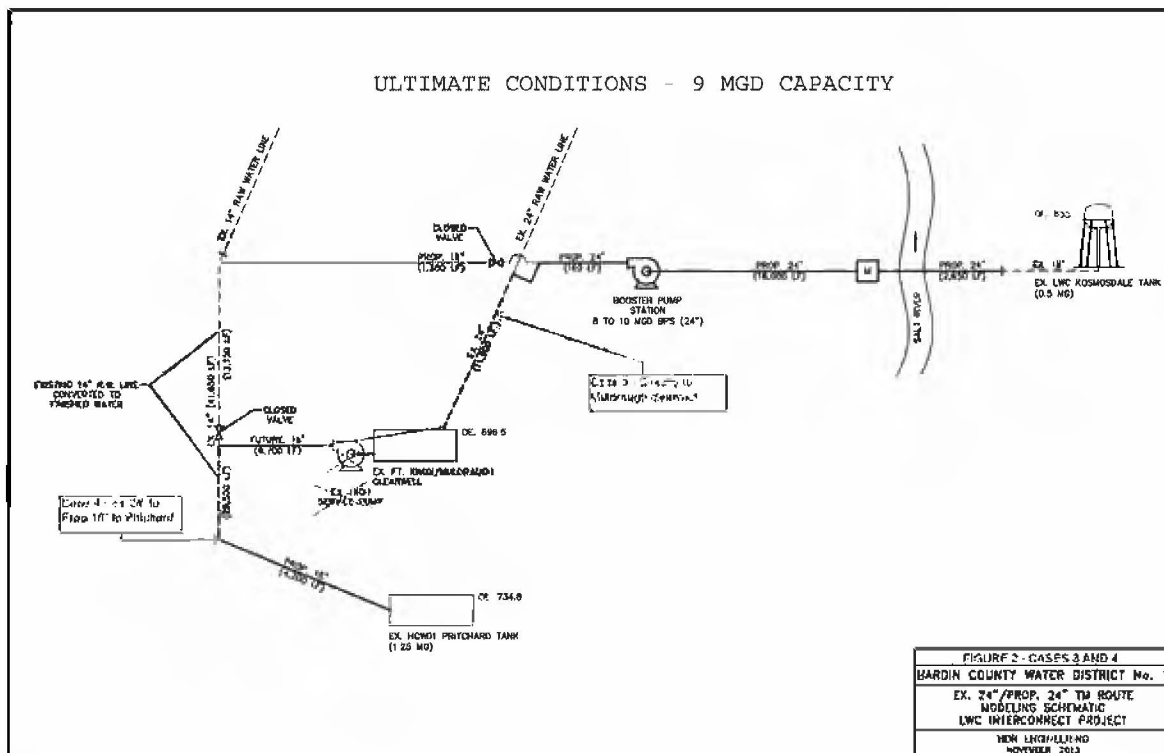
Pumping rates to deliver up to 9 MGD were evaluated for two cases with discharge points at the Fort Knox Muldraugh clearwell (OE 696.5) and HCWD1 Pritchard ground storage tank (OE 734.8).

Case 3 - TM route begins at LWC meter with proposed 24" main to the BPS, then with proposed 24" main to existing 24" line, then along existing 24" line adjacent to Muldraugh clear well. The total length of existing and proposed 24" pipe for this route is approximately 28,060 lf (5.3 miles).

Case 4 - Same TM route as Case 2 but the proposed main to the BPS and short run from the BPS is changed from 16" to 24" size.

See Figure 2 below for schematic of modeling cases 3 and 4.

FIGURE 2



### Evaluation of Operating Pressures on Existing Raw Water Lines

An evaluation of existing operating pressures on the two raw water lines is critical since there are no as-built drawings on these mains, which would provide information where the pipe is restrained, especially at bends. Discharge pressures for the new pump station will be limited to where the operating pressure along the existing main does not exceed the current operating pressure when pumping from the well fields.

On November 19 and 20th, 2013 the LWC ran well pumps to obtain flow and pressure data on the existing 14" and 24" raw water transmission mains. The purpose of obtaining this information is to determine the operating pressures the lines have been subjected over the years. The results are provided below:

#### 14" Main Evaluation

- HCWD1 wells numbers 4 and 6 running
- Pump rate (total) = 1230 gpm (measured at Central WTP)
- Discharge pressure = 235 to 238 psi
- Pump discharge elevation (at pressure gauge) = 420 (HGL 963 to 969)
- Estimated Pressure at Junction of 14" line and proposed 16" line (Pritchard)
  - Junction elevation = 658

- Pressure = 22 psi (HGL 709)

Assuming a head loss of 0.233 ft per 100 ft at flowrate of 1200 gpm in the 14-inch main, the estimated operating pressure in the existing main at the proposed 16-inch main tie-in near Mercer Road is:

- Tie-In Elev = 425
- Total Headloss (well pump to tie-in) =  $2,000 \text{ lf} \times 0.0233 = 47 \text{ feet}$
- HGL =  $963 - 47 = 916$
- Pressure =  $916 - 425 = 491'$  or 212 psi

The operating pressure along this segment of the existing main should not exceed 210 to 215 psi, which equates to a discharge pressure at the proposed pump station site of 230 to 235 psi..

#### 24" Main Evaluation

- FK wells numbers Nos 2, 3 and 9 running
- Pump rate (total) = 2,200 gpm (flow measured at Muldraugh WTP)
- Discharge pressure @ Well No. 3 = 187 psi
- Pump discharge elevation (at pressure gauge) = 420 (HGL 852)

#### Hydraulic Analysis

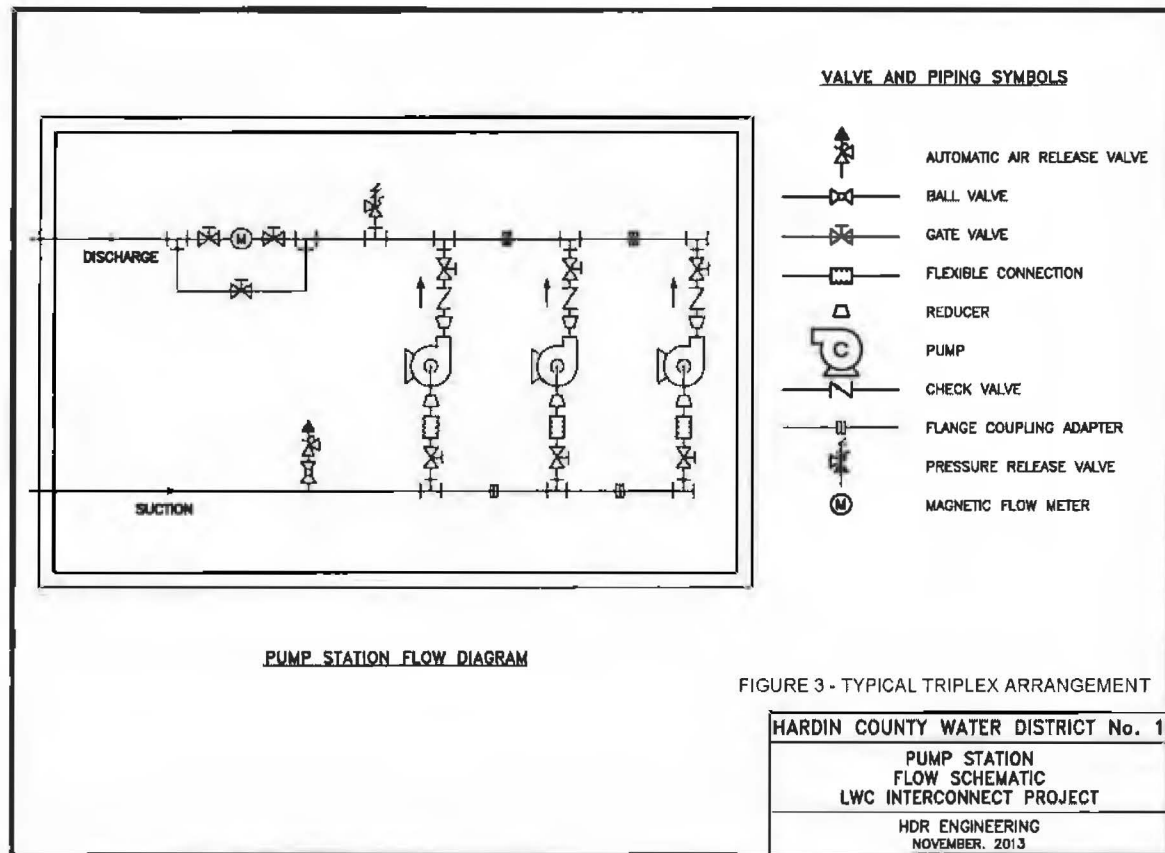
The pipe network, tank facilities and boundary conditions was set-up in Pipe 2000 for each of the cases described above. An analysis was performed to generate system-head curves for the BPS capacity evaluation and pump sizing.

Low Pressure – the PSC/KDOW requires a minimum pressure of 30 psi during normal operations for distribution and transmission mains. Pumping rates for the BPS were limited to maintain this minimum pressure on the suction side main of the BPS.

High Pressure - there will be pressures in excess of 200 psi on the discharge side of the BPS that tie in to the existing lines. Even though the existing lines are ductile iron pipe with (Pressure Class 250) pipe rating, it is unknown if and where the existing pipe has been restrained since no as-built drawings could be located. For this reason, pump discharge pressures to the existing 14" line should be limited 230 to 235 psi and to the existing 24" line should be limited to 185 to 190 psi. If discharge pressures in excess of these amounts are obtained, the existing lines should be monitored closely for potential leaks or breaks.

System head curves were generated for each of the cases. Pumping rates and TDHs were then obtained to determine pump selection. Pumps were evaluated for duplex (1 duty/1 back-up) and triplex (2 duty/1 back-up) pumping arrangements. See Figure 3 below for typical triplex pump arrangement.

FIGURE 3



### Modeling Results

The modeling results are based on the following boundary conditions:

- LWC master meter – 40 psi, HGL of 517
- Pritchard tank level set at elevation 734 (maximum)
- Muldraugh clearwell set at elevation 696

Results from the analysis indicate the maximum pumping rate to maintain 30 psi pressure on suction side of BPS is 2,150 gpm (3.1 MGD) and 6,300 gpm (9.1 MGD) for 16" and 24" mains, respectively. To achieve higher pumping capacities the pressure on the suction side of the BPS would have to fall below 30 psi or a larger main be provided.

Based on previous operating pressures for the existing lines, pump discharge pressures should be limited to the following pressures:

- Case 1 and 2 - 230 to 235 psi (to 14" line)
- Case 4 – 185 to 190 psi (to 24" line)

LWC INTERCONNECT  
Transmission Main and Pump Station Improvements

TECHNICAL MEMORANDUM

Should the pump discharges exceed these limits, the existing main should be monitored closely for potential leaks. During start-up, the existing lines will be pressure tested at higher pressures to account for potential surges.

Pumping rates and TDHs and pump selections for each case are provided in Table 1 below.

TABLE 1

Initial Conditions - 3 to 3.5 MGD Pumping Capacity								
Modeling Case	NO. Pumps	Pump Duty Point			Efficiency %	Hp	Total Connected HP	Patterson Impeller No.
		GPM	MGD	TDH (ft)				
Duplex Arrangement (1 Duty/1 Back-up)								
1	1	2100	3.0	530	75	500	1000	D-5530
2	1	2300	3.3	468	80	500		
Triplex Arrangement (2 Duty/ 1 Back-up)								
1	1	1700	2.4	427	82.5	250	750	B-12675/67
	2	2100	3.0	530	77	2 - 250		
2	1	1800	2.6	410	82	250		
	2	2400	3.5	525	79	2 - 250		
Ultimate Conditions - 9 MGD Pumping Capacity								
Modeling Case	# Pumps	Pump Duty Point			Efficiency %	Hp	Total Connected HP	Patterson Impeller No.
		GPM	MGD	TDH (ft)				
Duplex Arrangement (1 Duty/1 Back-up)								
3	1	6300	9.1	231	84	500	1000	C-5209
4	1	1950	2.8	348	60			
Triplex Arrangement (2 Duty/ 1 Back-up)								
3	1	3400	4.9	240	87	350		D-7125
	2	5400	7.8	272	71	2 - 350		D-7125
4	1	1825	2.1	400	81.5	250		B-12675/67
	2	2450	3.5	515	71	2 - 250		B-12675/67
	1	1490	2.1	290	70	350	With FCV at Muldraugh	D-7125
	2	1550	2.2	304	71	2-350		D-7125

To keep the pump horsepower lower and provide more flexibility in operating the station a triplex pump arrangement (two duty/1 back-up was selected with variable frequency pump drives. This will allow HCWD1 to control the discharge pressures and pumping rates since the supply pressure from LWC will vary between 40 to 50 psi.



*Initial Conditions Results – Two (2) 250 HP Duty Pumps/ One (1) 250 HP Back-up Pump*

For Case 1 a single pump will deliver 1700 gpm @ 427' TDH and double pump operation will deliver 2,100 gpm at 530' TDH. For Case 2 the overall headloss by going through existing 24-inch pipe segment is reduced by 25 to 40 feet depending on pumping rate. A single pump will deliver 1800 gpm @ 410' TDH and double pump operations will deliver 2,400 gpm @ 525' TDH.

*Ultimate Conditions Results – One or Two 250/350 HP Pumps*

For Case 3/350 HP Pumps (pump directly into the Muldraugh clearwell) a single pump will deliver 3,400 gpm @ 240' TDH and dump pump operation will deliver 5,400 gpm @ 272' TDH.

For Case 4, which includes proposed 24" and existing 24" mains, pumping rates for each pump HP provided the following:

250 HP Pump : sgl - 1825 gpm @ 400' TDH; dbl - 2,450 gpm at 515' TDH

350 HP Pump: sgl – 1490 gpm @ 290' TDH; dbl – 1550 gpm @ 304' TDH (with FCV at Muldraugh)

The results show for initial conditions three (3) 250 HP Patterson Two Stage Horizontal Split Case Pumps, Size 6x5 DMD-F, and Impeller No. B-12675/B-1267 was selected.

For ultimate conditions one or two 350 HP Patterson Horizontal Split Case Pumps, Size 10x8x17 SSC-H, Impeller No. D-7125 can be provided.

The minimum pressure in the proposed transmission main is above 30 psi during pumping/peak conditions with the exception of couple nodes near the Pritchard ground storage tank and Muldraugh clearwell that are below 30 psi. There will be no distribution connection coming off this transmission main or retail water taps.

The model shows that a flushing velocity of 2.5 ft/sec is obtained in the 16- and 24-inch transmission mains when pump station is running two pumps, for both initial and ultimate pump conditions, while maintaining line pressure above 30 psi, which meets KDOW regulations.

The following Pipe 2000 files and pump information is provided in the appendix:

- Node Maps (showing pressure and flowrate) for Initial and Ultimate Conditions
- Pipeline and Node Input and Output results for Initial and Ultimate Conditions
- Pump curves for initial an ultimate conditions with one and two pumps running

**Raw Water Main Conversion**

The existing 14-inch line is currently used to convey pumped groundwater from well fields to the Fort Knox Muldraugh and Central WTPs. These assets will be turned back over to HCWD1 with this project.

Back in January 2013 HCWD1/LWC took the line out of service and retrieved coupons from two locations along the line. The existing pipe had a cement mortar lining and appeared in good conditions, both inside and outside. Based on the wall thickness, ductile iron pipe appears to be Class 250.

There were small amounts of scale and deposits along the wall from well water that has accumulated over the years. This scale was very thin and flaked off when rubbing with your fingers across the pipe wall. To remove this scale main will be flushed with a higher scour velocity, 3.5 to 4 ft/sec and then the main will be disinfected in accordance with AWWA standards. Appurtenance such as line valves, air release valves and drain assemblies will be cut in every 1 to 2 miles along the main. This will allow the main to be thoroughly flushed, disinfected and pressure tested prior to putting into service for finished water purposed.

## APPENDIX

PUMP CURVES

NODE MAPS

PIPE 2000 OUTPUT FILES

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Company: Patterson Pump Company

Name: Craig Dickinson

# C Interconnect BPS - Initial Conditions 250 HP Pump



Size: 6x5 DMD-F

Type: TwoStage\_HSC  
Synch speed: 1800 rpm

Curve: 5DMD-F

Specific Speeds:

Dimensions:

Speed: 1785 rpm

Dia: 15.875 in

Impeller: B-12675, B-1267

Ns: 687

Nss: ---

Suction: 6 in

Discharge: 5 in

Si

Flow: 1475 US gpm

Head: 480 ft

Fluid:

Water

SG: 1

Viscosity: 0.9946 cP

NPSHa: ---

Temperature: 68 °F

Vapor pressure: 0.3391 psi a

Atm pressure: 14.7 psi a

Motor:

Standard: NEMA

Enclosure: TEFC

Size: 250 hp

Speed: 1800

Frame: 447T

Sizing criteria: Max Power on Design Curve

## Pump Limits:

Temperature: 250 °F

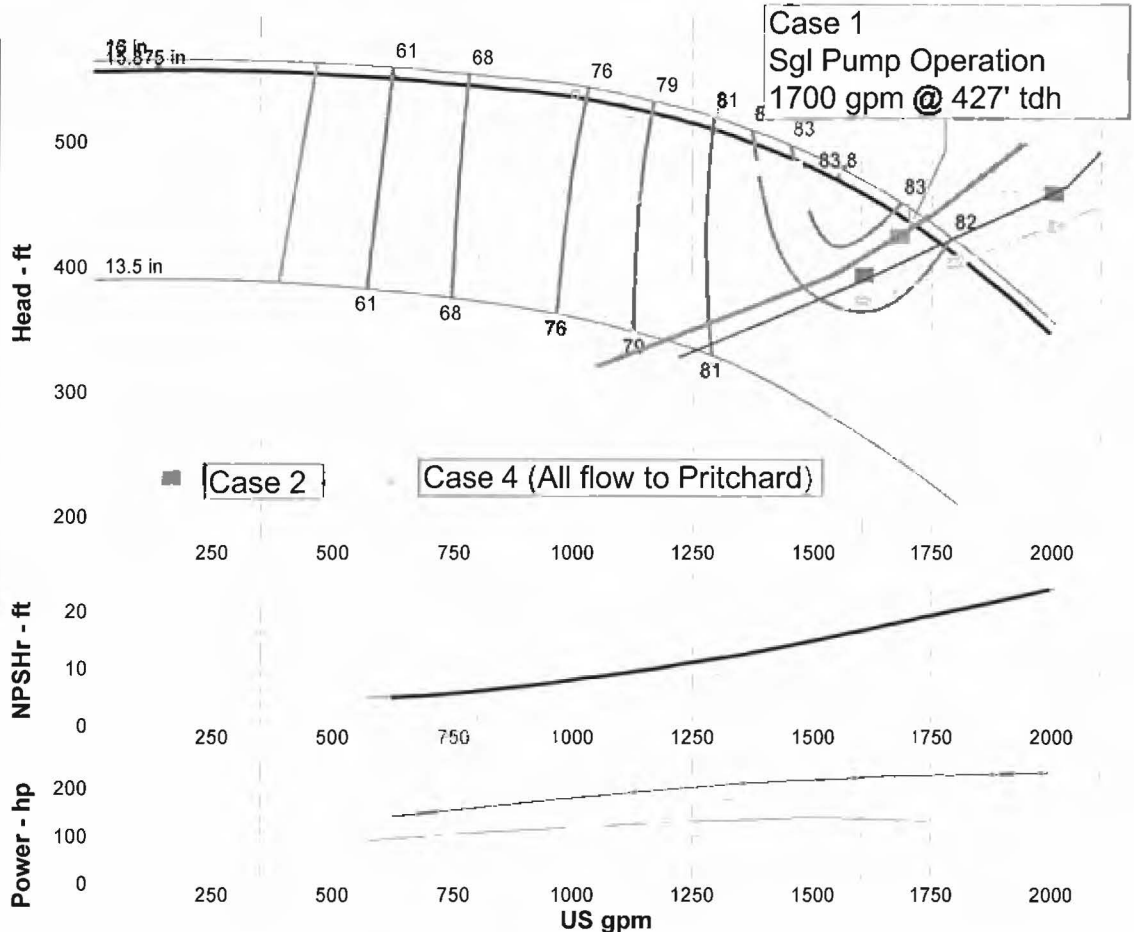
Pressure: 488 psi g

Sphere size: 0.75 in

Power: ---

Eye area: ---

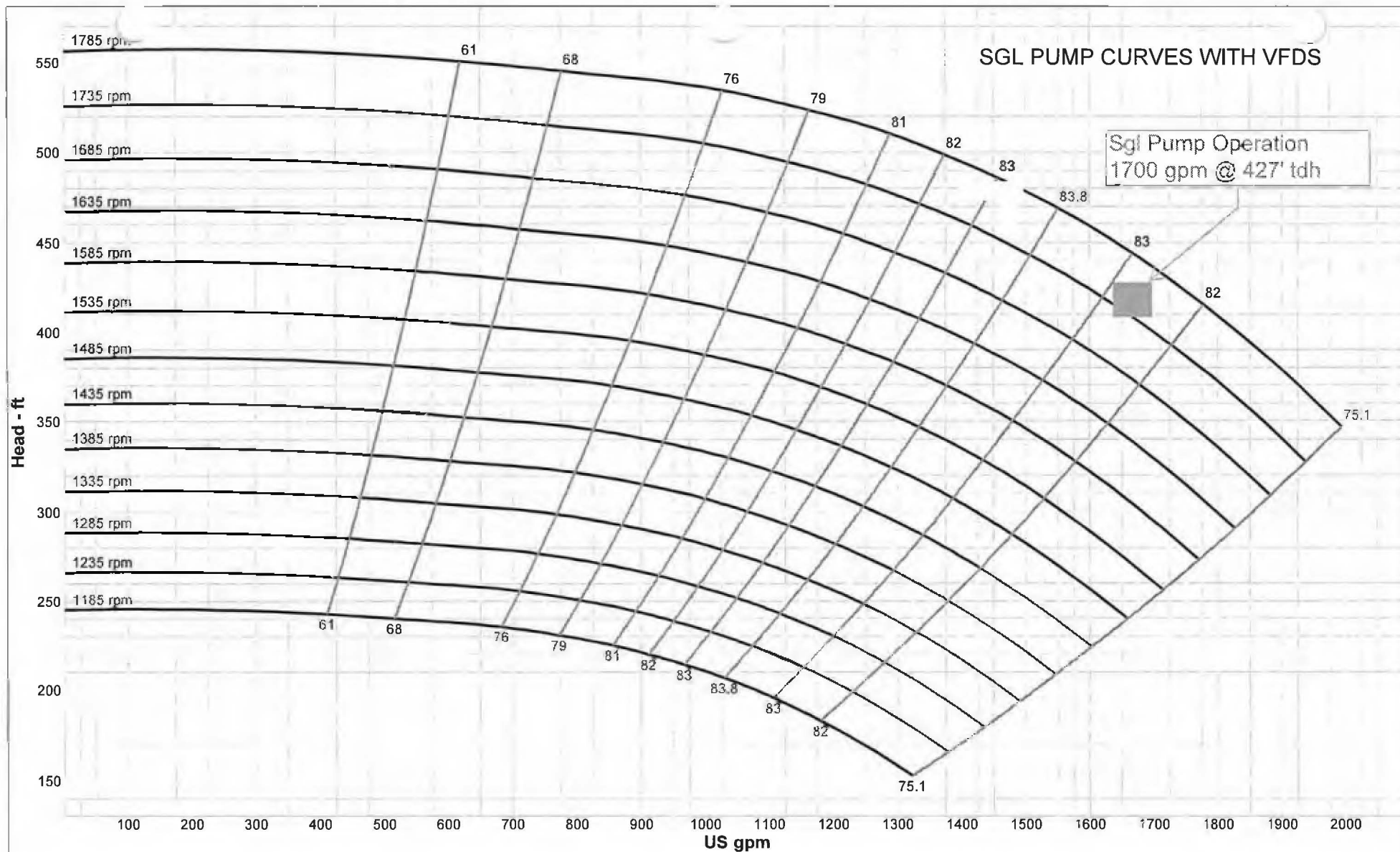
--- Data Point ---	
Flow:	1475 US gpm
Head:	483 ft
Eff:	83.2%
Power:	216 hp
NPSHr:	14.5 ft
--- Design Curve ---	
Shutoff head:	557 ft
Shutoff dP:	241 psi
Design flow:	465 US gpm
BEP:	83.8% @ 1550 US gpm
NOL power:	
	232 hp @ 1993 US gpm
--- Max Curve ---	
Max power:	
	238 hp @ 2004 US gpm



In accordance with the Hydraulic Institute Standards, pump is guaranteed for one set of conditions. Performance guarantees are based on shop test and when handling clear, cold, fresh water at sea level and at a temperature no greater than 85 degrees F. Suction lift must not exceed that shown on curve.

## Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1770	1785	417	82.1	227	19.7
1475	1785	483	83.2	216	14.5
1180	1785	522	79.3	196	10.2
885	1785	541	71.5	168	6.98
590	1785	551	59.7	138	4.86



In accordance with the Hydraulic Institute Standards, pump is guaranteed for one set of conditions. Performance guarantees are based on shop test and when handling clear, cold, fresh water at sea level and at a temperature no greater than 85 degrees F. Suction lift must not exceed that shown on curve.

Company: Patterson Pump Company

Name: Craig Dickinson

7/7/2015

LWC Interconnect BPS - Initial Conditions

850 HP Pump

Patterson 60 Hz Pumps

Catalog: Patterson Pumps 60HZ, Vers 1.2

TwoStage\_HSC - 1800

Size: 6x5 DMD-F

Speed: 1185 - 1785 rpm

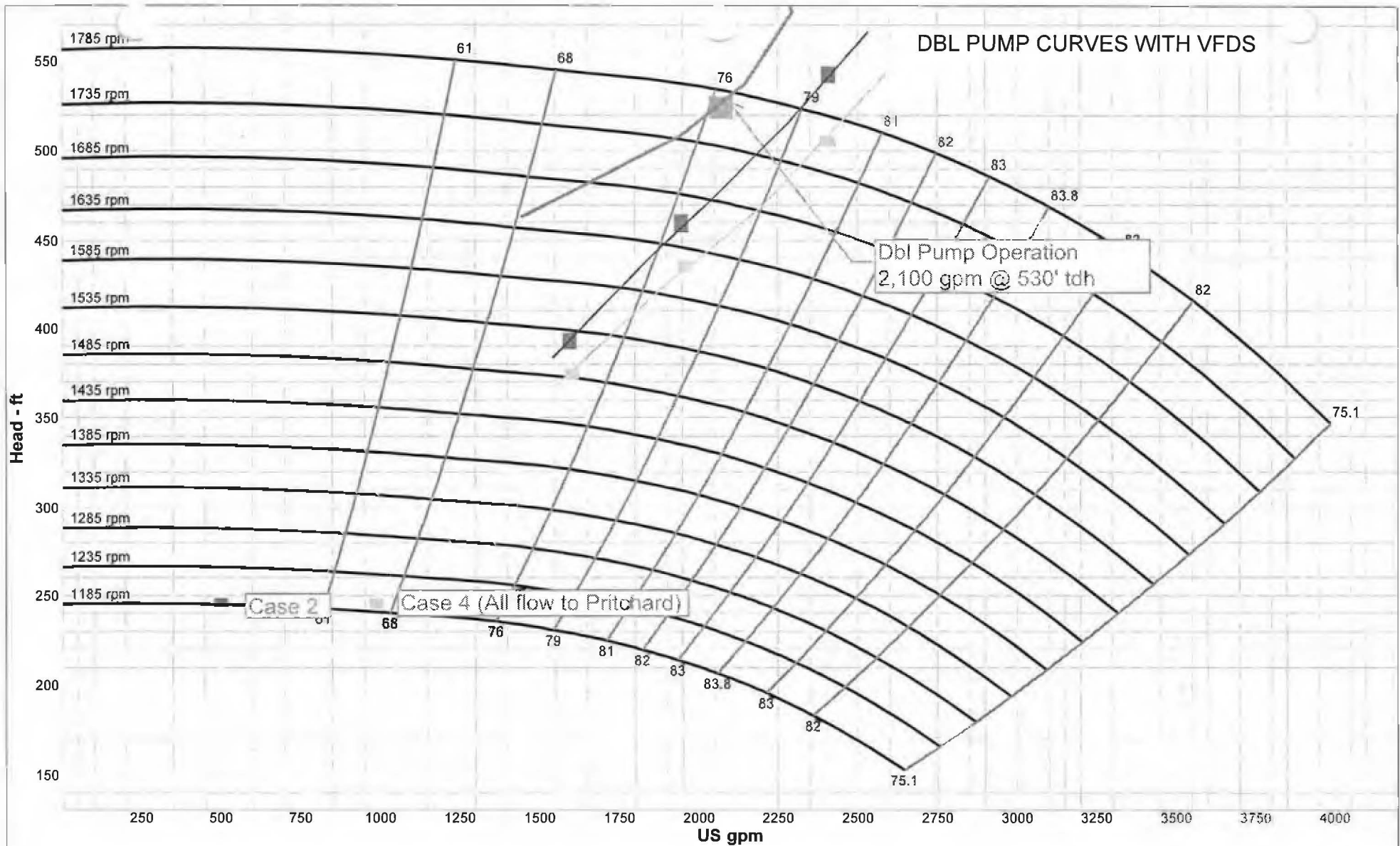
Dia: 15.875 in

Curve: 5DMD-F

Impeller: B-12675, B-1267







In accordance with the Hydraulic Institute Standards, pump is guaranteed for one set of conditions. Performance guarantees are based on shop test and when handling clear, cold, fresh water at sea level and at a temperature no greater than 85 degrees F. Suction lift must not exceed that shown on curve.

Company: Patterson Pump Company

Name: Craig Dickinson

LWC Interconnect BPS - Initial Conditions

250 HP Pump

2247

Pumps  
Pumps 60HZ, Vers 1.2  
ge\_HSC - 1800

Size: 6x5 DMD-F

Speed: 1185 - 1785 rpm

Dia: 15.875 in

Curve: 5DMD-F

Impeller: B-12675, B-1267



Company: LWC BPS - Triplex - 2-Duty, 1-B/UP 24"

Name: KENNY GRAHAM; SOUTHERN SALES CO.

Date: 11/21/2013

## ULTIMATE CONDITIONS

### Case 3 - All Flow to Muldraugh Clearwell



#### Pump:

Size: 10x8x17 SSC-H

Type: HSC

Synch speed: 1800 rpm

Curve: 8SSC-H

Specific Speeds:

Dimensions:

Speed: 1785 rpm

Dia: 16.125 in

Impeller: D-7125

Ns: 1470

Nss: —

Suction: 10 in

Discharge: 8 in

#### Search Criteria:

Flow: 2778 US gpm

Head: 267 ft

Secondary Operating Point: 5556 US gpm, 267 ft

#### Fluid:

brine water

Density: 74.9 lb/ft<sup>3</sup>

Viscosity: 1.12 cP

NPSHa: —

Temperature: 68 °F

Vapor pressure: 0.34 psi a

Atm pressure: 14.7 psi a

#### Pump Limits:

Temperature: 200 °F

Pressure: 175 psi g

Sphere size: 1 in

Power: —

Eye area: —

#### Motor:

Standard: NEMA

Enclosure: TEFC

Size: 350 hp

Speed: 1800

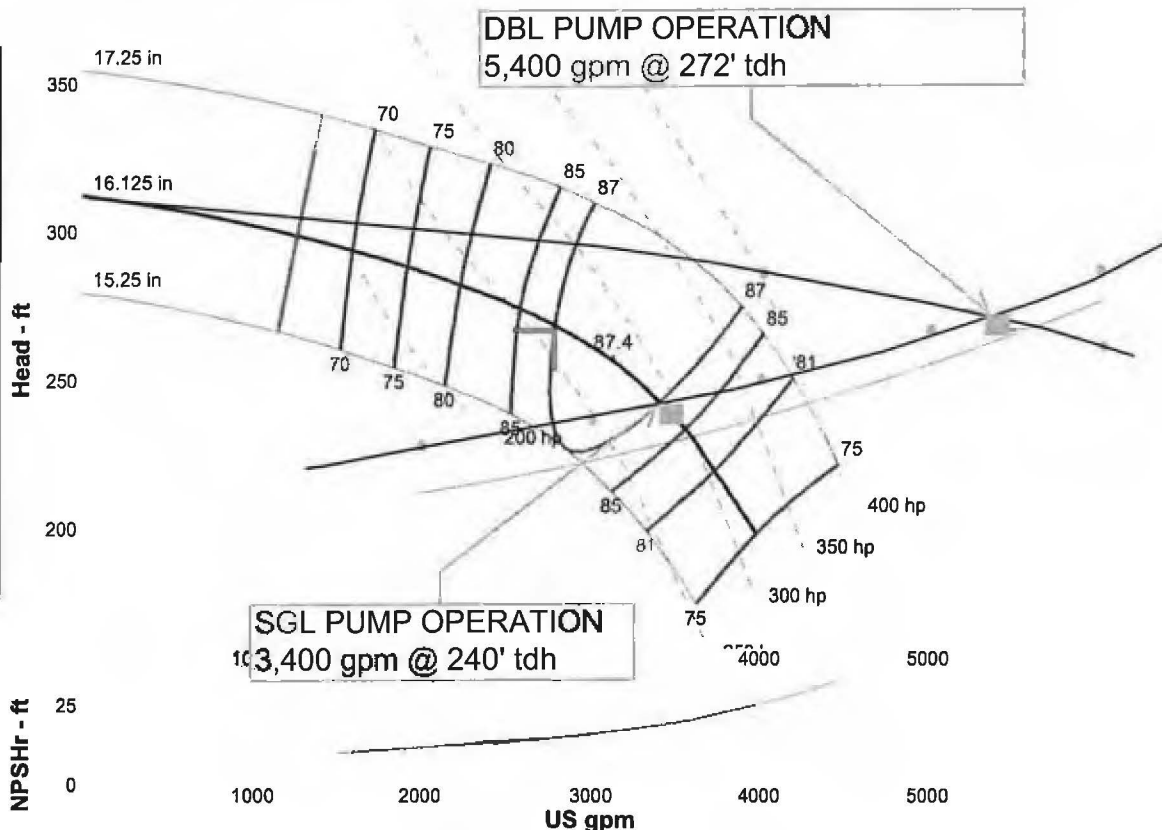
Frame: 449T

Sizing criteria: Max Power on Design Curve

#### Pump Selection Warnings:

Secondary operating point is not within the selection window.

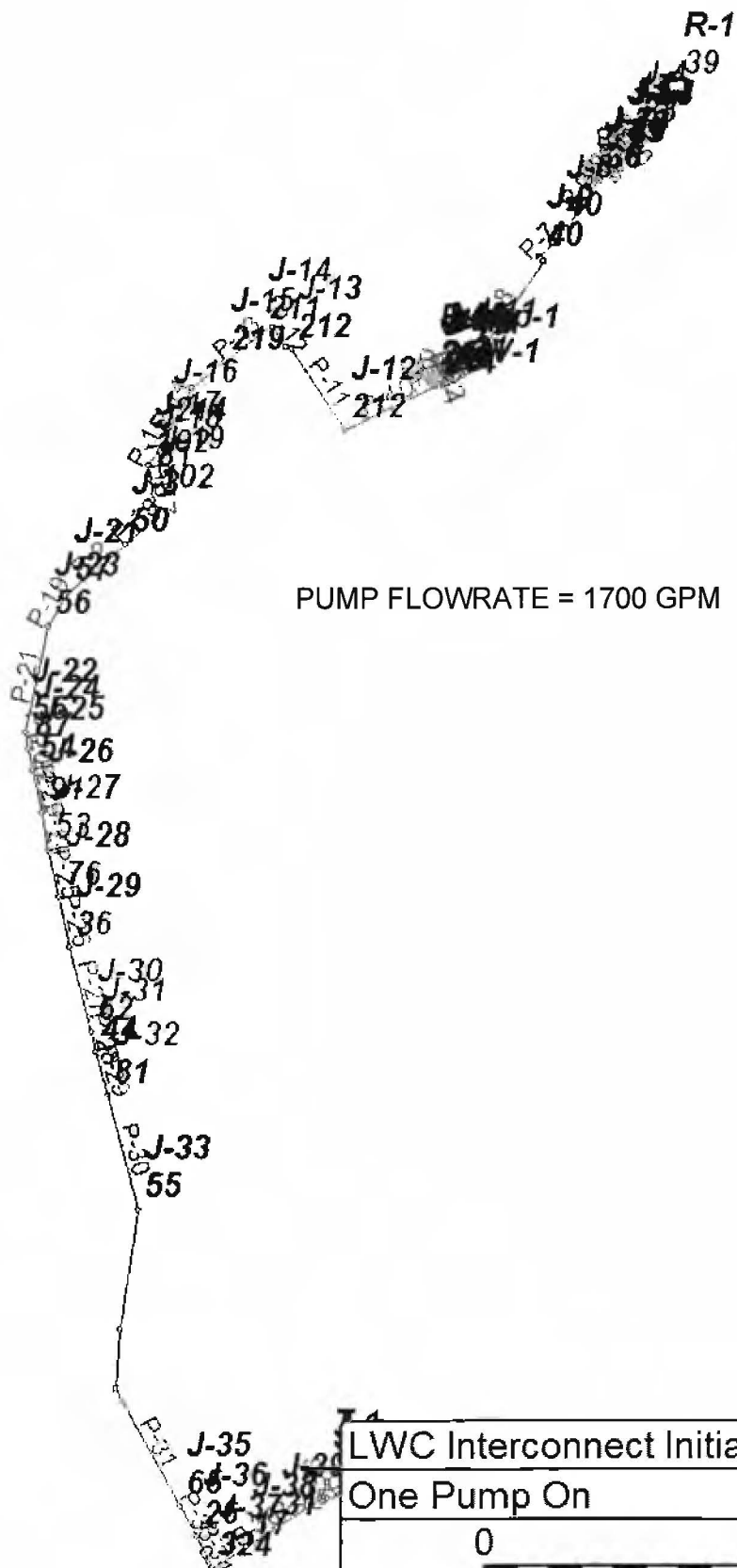
— Data Point —	
Flow:	2778 US gpm
Head:	269 ft
Eff:	87%
Power:	260 hp
NPSHr:	14.7 ft
— Design Curve —	
Shutoff head:	313 ft
Shutoff dP:	163 psi
Min flow:	1250 US gpm
BEP:	87.4% @ 3125 US gpm
NOL power:	319 hp @ 3977 US gpm
— Max Curve —	
Max power:	401 hp @ 4463 US gpm

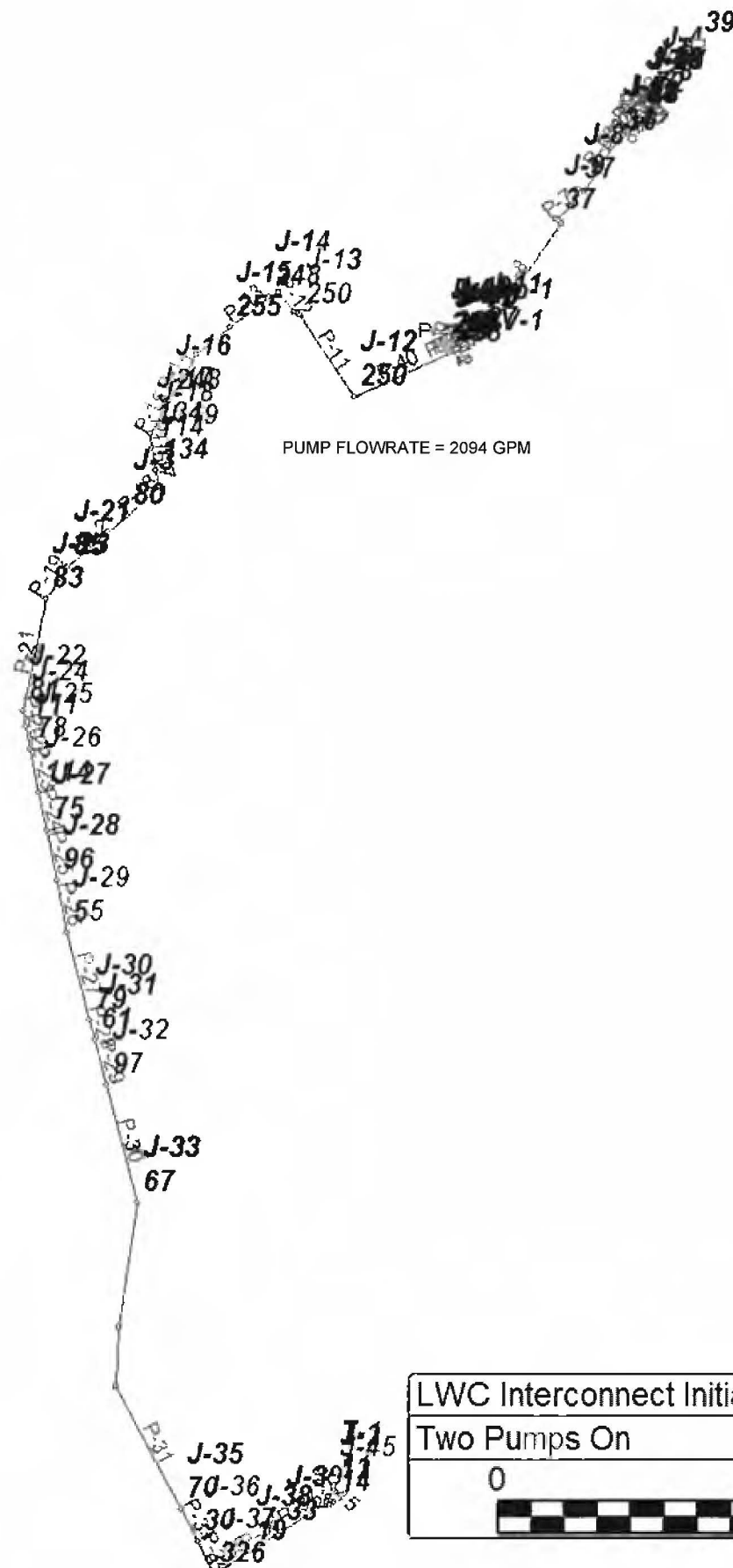


In accordance with the Hydraulic Institute Standards, pump is guaranteed for one set of conditions. Performance guarantees are based on shop test and when handling clear, cold, fresh water at sea level and at a temperature no greater than 85 degrees F. Suction lift must not exceed that shown on curve.

#### Performance Evaluation:

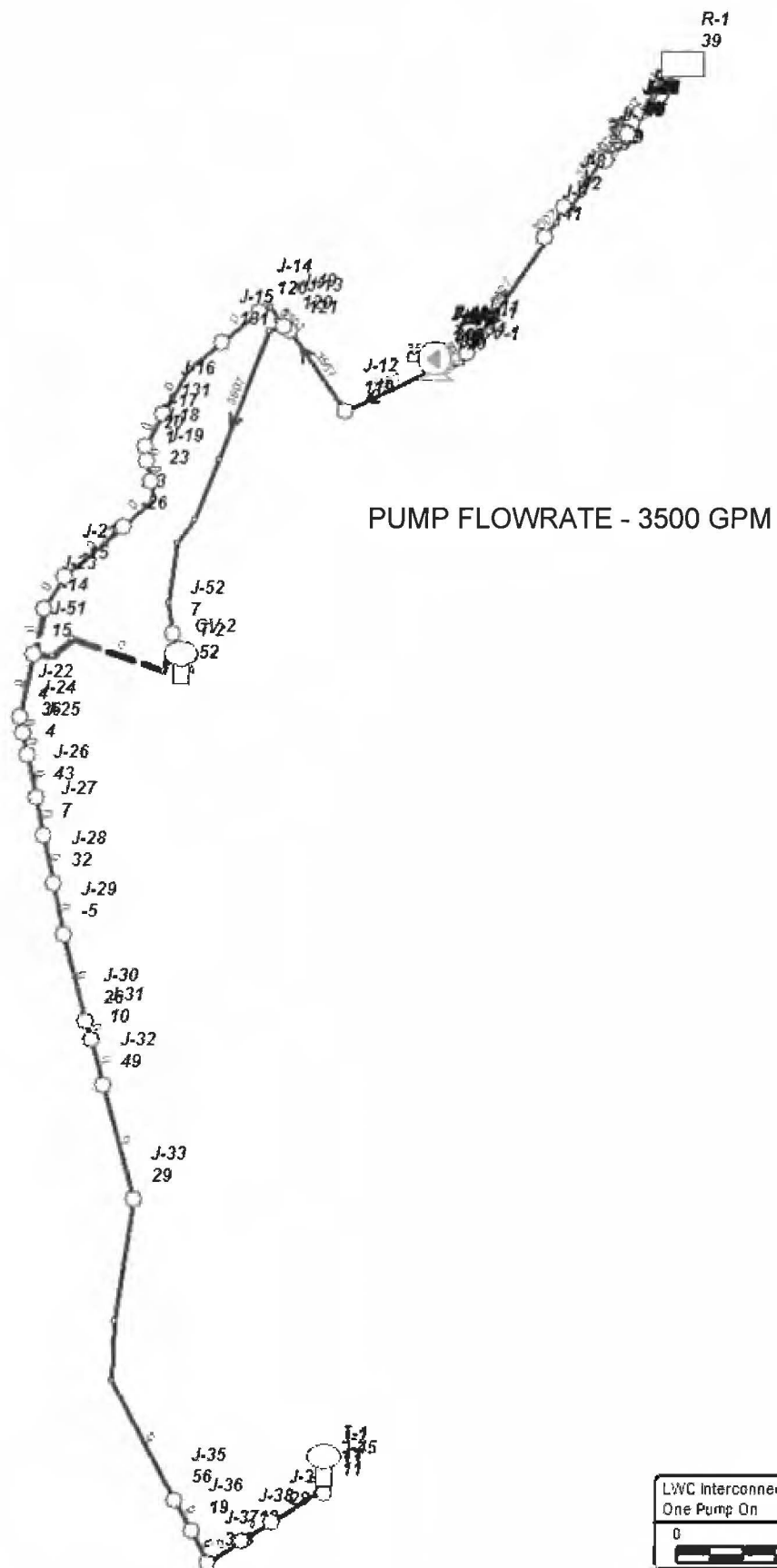
Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
3334	1785	246	87.1	286	18.3
2778	1785	269	87	260	14.7
2222	1785	282	79.9	238	12.7
1667	1785	293	71.3	207	10.6
1111	1785	—	—	—	—

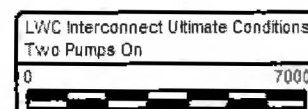
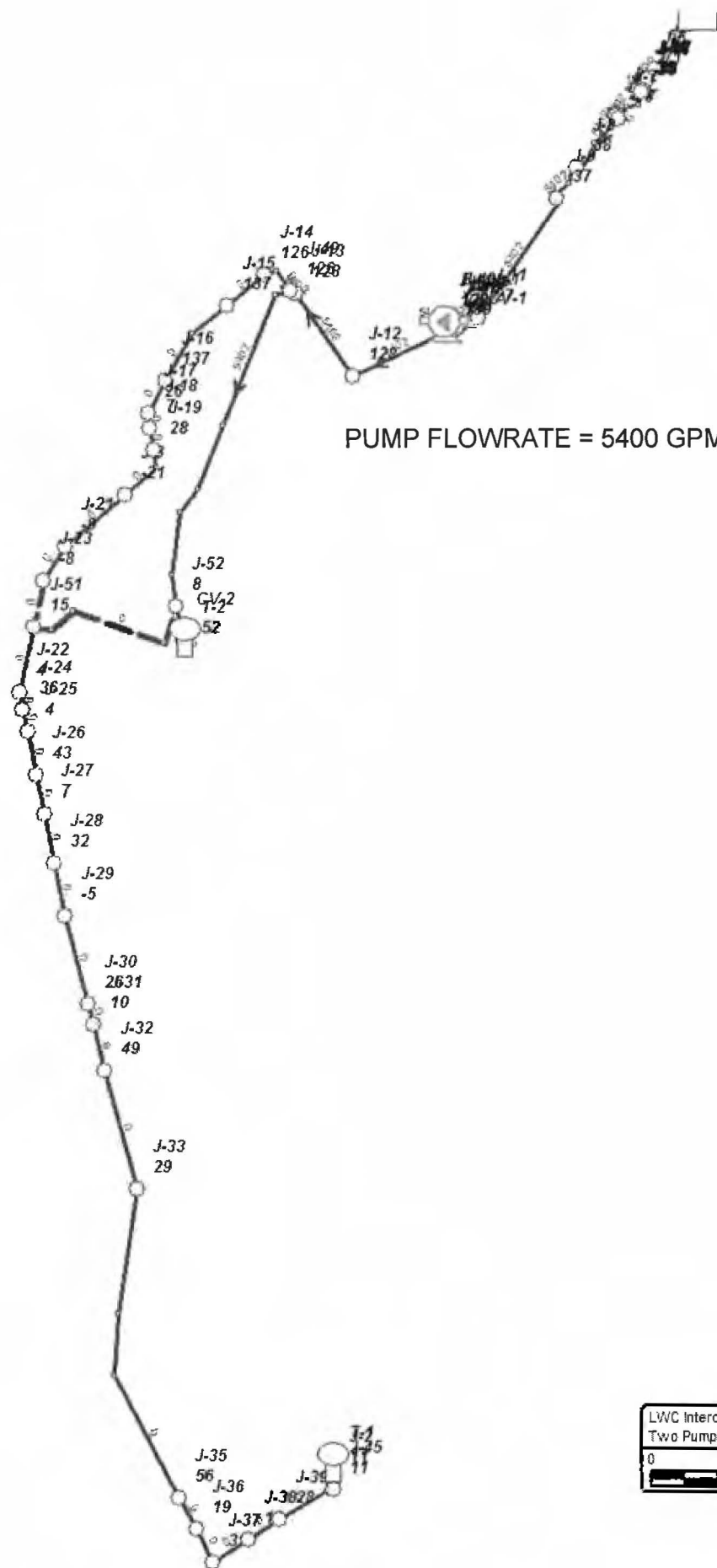




PUMP FLOWRATE = 2094 GPM

LWC Interconnect Initial Conditions	
Two Pumps On	
0	10000







LWC Interconnect BPS  
Initial Conditions – One Pump On

```

***** K Y P I P E 5 *****
*
*   Pipe Network Modeling Software   *
*
*   Copyrighted by KYPIPE LLC        *
*   Version 5 - February 2010       *
*
*****

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Date & Time: Wed Jun 17 10:19:18 2015

Master File : l:\hdr contracts 70000 series\con0074960--hcwd transmission and ps\06.00 design\06.8  
pump\modeling\inital.KYP\inital.P2K

\*\*\*\*\*  
SUMMARY OF ORIGINAL DATA  
\*\*\*\*\*

U N I T S   S P E C I F I E D

FLOWRATE ..... = gallons/minute  
HEAD (HGL) ..... = feet  
PRESSURE ..... = psig

P I P E L I N E   D A T A

STATUS CODE:    XX -CLOSED PIPE    CV -CHECK VALVE

P I P E N A M E	N O D E   N A M E S		L E N G T H (ft)	D I A M E T E R (in)	R O U G H N E S S C O E F F.	M I N O R L O S S C O E F F.
	#1	#2				
P-1	R-1	J-4	1961.94	24.00	125.0000	0.37
P-2	J-3	J-21	2323.70	14.00	115.0000	0.00
P-3	J-4	J-5	425.00	24.00	135.0000	0.17
P-4	J-5	J-6	325.00	24.00	135.0000	0.00
P-5	J-6	J-20	12.00	4.00	110.0000	1.19
P-6	J-7	J-1	111.00	24.00	125.0000	1.02
P-7	J-8	J-9	1290.35	24.00	135.0000	0.60
P-8	J-9	J-11	4291.12	16.00	125.0000	1.17
P-9	J-10	J-42	77.86	24.00	125.0000	0.00
P-10-CV	J-11	J-40	706.95	16.00	125.0000	0.00
P-11	J-12	J-13	2943.34	16.00	125.0000	0.40
P-12	J-13	J-14	1288.18	16.00	125.0000	1.02
P-13	J-14	J-15	1469.76	14.00	115.0000	0.00
P-14	J-15	J-16	2876.22	14.00	115.0000	0.77
P-15	J-16	J-17	1108.99	14.00	115.0000	0.00
P-16	J-17	J-18	444.17	14.00	115.0000	0.00
P-17	J-18	J-19	650.79	14.00	115.0000	0.00
P-18	J-19	J-3	1782.00	14.00	115.0000	0.20
P-19	J-21	J-23	1161.91	14.00	115.0000	0.77
P-20	J-22	J-24	505.82	14.00	115.0000	0.00
P-21	J-23	J-22	3456.00	14.00	115.0000	0.00
P-22	J-24	J-25	676.88	14.00	115.0000	0.00
P-23	J-25	J-26	1305.46	14.00	115.0000	0.57
P-24	J-26	J-27	1125.37	14.00	115.0000	0.00
P-25	J-27	J-28	1485.90	14.00	115.0000	0.00
P-26	J-28	J-29	1573.08	14.00	115.0000	0.00
P-27	J-29	J-30	2687.48	14.00	115.0000	0.57
P-28	J-30	J-31	599.80	14.00	115.0000	0.00

LWC Interconnect BPS  
Initial Conditions – One Pump On

P-29	J-31	J-32	1417.27	14.00	115.0000	0.00
P-30	J-32	J-33	3593.24	14.00	115.0000	0.20
P-31	J-33	J-35	9619.36	14.00	115.0000	1.51
P-32	J-20	J-7	1270.00	16.00	125.0000	0.00
P-33	J-35	J-36	1064.04	14.00	115.0000	0.00
P-34	J-36	J-37	1093.89	14.00	115.0000	0.00
P-35	J-37	J-38	1285.00	16.00	125.0000	0.82
P-36	J-38	J-39	1097.20	16.00	125.0000	0.00
P-37	J-39	J-45	1908.18	16.00	125.0000	2.27
P-38	J-1	J-8	2039.08	16.00	125.0000	0.60
P-39	J-40	J-10	110.00	24.00	125.0000	0.00
P-40	J-41	J-12	3094.08	16.00	125.0000	0.00
P-41-XX	J-42	J-41	93.51	16.00	125.0000	0.00
P-42	J-42	J-43	60.00	24.00	125.0000	0.57
P-43	J-43	I-Pump-1	20.00	12.00	125.0000	1.24
P-44	J-44	J-41	60.00	24.00	125.0000	0.57
P-45	J-45	J-2	476.32	12.00	125.0000	0.80
P-46	J-2	T-1	144.40	12.00	125.0000	0.00
P-47	O-Pump-1	J-44	20.00	12.00	125.0000	1.70
P-48	J-6	J-34	5.00	12.00	115.0000	1.30
P-49	J-34	J-46	12.00	4.00	110.0000	0.34
P-50	J-46	J-20	5.00	12.00	115.0000	1.30
P-51	J-6	J-47	5.00	12.00	115.0000	1.30
P-52	J-47	J-48	12.00	4.00	110.0000	0.34
P-53	J-48	J-20	5.00	12.00	115.0000	0.85

P U M P / L O S S   E L E M E N T   D A T A

THERE IS A DEVICE AT NODE      Pump-1 DESCRIBED BY THE FOLLOWING DATA: (ID= 2)

HEAD (ft)	FLOWRATE (gpm)	EFFICIENCY (%)
540.00	0.00	75.00 (Default)
480.00	1500.00	75.00 (Default)
344.00	1900.00	75.00 (Default)

O U T P U T   O P T I O N   D A T A

OUTPUT SELECTION: ALL RESULTS ARE INCLUDED IN THE TABULATED OUTPUT

MAXIMUM AND MINIMUM PRESSURES	=	5
MAXIMUM AND MINIMUM VELOCITIES	=	5
MAXIMUM AND MINIMUM HEAD LOSS/1000	=	5

S Y S T E M   C O N F I G U R A T I O N

NUMBER OF PIPES .....	{p} =	53
NUMBER OF END NODES .....	{j} =	49
NUMBER OF PRIMARY LOOPS .....	{l} =	3
NUMBER OF SUPPLY NODES .....	{f} =	2
NUMBER OF SUPPLY ZONES .....	{z} =	1

=====  
Case: 0

RESULTS OBTAINED AFTER 4 TRIALS: ACCURACY = 0.00000

LWC Interconnect BPS  
Initial Conditions – One Pump On

SIMULATION DESCRIPTION (LABEL)

PIPELINE RESULTS

STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

PIPE NAME	NODE NUMBERS #1 #2		FLOWRATE (gpm)	HEAD LOSS (ft)	MINOR LOSS (ft)	LINE VELO. (ft/s)	HL+ML/ 1000 (ft/ft)	HL/ 1000 (ft/ft)
P-1	R-1	J-4	1700.86	0.49	0.01	1.21	0.25	0.25
P-2	J-3	J-21	1700.86	9.33	0.00	3.54	4.02	4.02
P-3	J-4	J-5	1700.86	0.09	0.00	1.21	0.23	0.22
P-4	J-5	J-6	1700.86	0.07	0.00	1.21	0.22	0.22
P-5	J-6	J-20	476.00	2.21	2.73	12.15	411.44	184.08
P-6	J-7	J-1	1700.86	0.03	0.02	1.21	0.46	0.25
P-7	J-8	J-9	1700.86	0.28	0.01	1.21	0.23	0.22
P-8	J-9	J-11	1700.86	7.71	0.13	2.71	1.83	1.80
P-9	J-10	J-42	1700.86	0.02	0.00	1.21	0.25	0.25
P-10-CV	J-11	J-40	1700.86	1.27	0.00	2.71	1.80	1.80
P-11	J-12	J-13	1700.86	5.29	0.05	2.71	1.81	1.80
P-12	J-13	J-14	1700.86	2.31	0.12	2.71	1.89	1.80
P-13	J-14	J-15	1700.86	5.90	0.00	3.54	4.02	4.02
P-14	J-15	J-16	1700.86	11.55	0.15	3.54	4.07	4.02
P-15	J-16	J-17	1700.86	4.45	0.00	3.54	4.02	4.02
P-16	J-17	J-18	1700.86	1.78	0.00	3.54	4.02	4.02
P-17	J-18	J-19	1700.86	2.61	0.00	3.54	4.02	4.02
P-18	J-19	J-3	1700.86	7.16	0.04	3.54	4.04	4.02
P-19	J-21	J-23	1700.86	4.67	0.15	3.54	4.15	4.02
P-20	J-22	J-24	1700.86	2.03	0.00	3.54	4.02	4.02
P-21	J-23	J-22	1700.86	13.88	0.00	3.54	4.02	4.02
P-22	J-24	J-25	1700.86	2.72	0.00	3.54	4.02	4.02
P-23	J-25	J-26	1700.86	5.24	0.11	3.54	4.10	4.02
P-24	J-26	J-27	1700.86	4.52	0.00	3.54	4.02	4.02
P-25	J-27	J-28	1700.86	5.97	0.00	3.54	4.02	4.02
P-26	J-28	J-29	1700.86	6.32	0.00	3.54	4.02	4.02
P-27	J-29	J-30	1700.86	10.80	0.11	3.54	4.06	4.02
P-28	J-30	J-31	1700.86	2.41	0.00	3.54	4.02	4.02
P-29	J-31	J-32	1700.86	5.69	0.00	3.54	4.02	4.02
P-30	J-32	J-33	1700.86	14.43	0.04	3.54	4.03	4.02
P-31	J-33	J-35	1700.86	38.64	0.29	3.54	4.05	4.02
P-32	J-20	J-7	1700.86	2.28	0.00	2.71	1.80	1.80
P-33	J-35	J-36	1700.86	4.27	0.00	3.54	4.02	4.02
P-34	J-36	J-37	1700.86	4.39	0.00	3.54	4.02	4.02
P-35	J-37	J-38	1700.86	2.31	0.09	2.71	1.87	1.80
P-36	J-38	J-39	1700.86	1.97	0.00	2.71	1.80	1.80
P-37	J-39	J-45	1700.86	3.43	0.26	2.71	1.93	1.80
P-38	J-1	J-8	1700.86	3.66	0.07	2.71	1.83	1.80
P-39	J-40	J-10	1700.86	0.03	0.00	1.21	0.25	0.25
P-40	J-41	J-12	1700.86	5.56	0.00	2.71	1.80	1.80
P-41-XX	J-42	J-41						
P-42	J-42	J-43	1700.86	0.01	0.01	1.21	0.46	0.25
P-43	J-43	I-Pump-1	1700.86	0.15	0.45	4.82	29.70	7.29
P-44	J-44	J-41	1700.86	0.01	0.01	1.21	0.46	0.25
P-45	J-45	J-2	1700.86	3.47	0.29	4.82	7.90	7.29
P-46	J-2	T-1	1700.86	1.05	0.00	4.82	7.29	7.29
P-47	O-Pump-1	J-44	1700.86	0.15	0.61	4.82	38.01	7.29
P-48	J-6	J-34	611.74	0.01	0.06	1.74	13.44	1.28
P-49	J-34	J-46	611.74	3.52	1.29	15.62	400.24	292.95
P-50	J-46	J-20	611.74	0.01	0.06	1.74	13.44	1.28
P-51	J-6	J-47	613.12	0.01	0.06	1.74	13.50	1.29
P-52	J-47	J-48	613.12	3.53	1.29	15.65	401.95	294.18
P-53	J-48	J-20	613.12	0.01	0.04	1.74	9.27	1.29

LWC Interconnect BPS  
Initial Conditions – One Pump On

PUMP/LOSS ELEMENT RESULTS

NAME	FLOWRATE (gpm)	INLET HEAD (ft)	OUTLET HEAD (ft)	PUMP HEAD (ft)	EFFIC- ENCY (%)	USEFUL POWER (Hp)	INCREMTL COST (\$)	TOTAL COST (\$)	#PUMPS PARALLEL	#PUMPS SERIES	NPSH Avail. (ft)
Pump-1	1700.86	53.26	480.68	427.4	75.00	0.	0.0	0.0	**	**	86.1

NODE RESULTS

NODE NAME	NODE TITLE	EXTERNAL DEMAND (gpm)	HYDRAULIC GRADE (ft)	NODE ELEVATION (ft)	PRESSURE HEAD (ft)	NODE PRESSURE (psi)
J-1		0.00	517.07	435.00	82.07	35.56
J-2		0.00	735.05	708.50	26.55	11.51
J-3		0.00	882.91	768.00	114.91	49.80
J-4		0.00	524.50	436.00	88.50	38.35
J-5		0.00	524.41	357.00	167.41	72.54
J-6		0.00	524.34	430.00	94.34	40.88
J-7		0.00	517.12	430.00	87.12	37.75
J-8		0.00	513.34	422.00	91.34	39.58
J-9		0.00	513.04	421.00	92.04	39.89
J-10		0.00	503.90	439.00	64.90	28.12
J-11		0.00	505.20	434.00	71.20	30.85
J-12		0.00	924.34	436.00	488.34	211.61
J-13		0.00	919.00	429.00	490.00	212.33
J-14		0.00	916.57	430.00	486.57	210.85
J-15		0.00	910.67	405.00	505.67	219.12
J-16		0.00	898.96	405.00	493.96	214.05
J-17		0.00	894.51	660.00	234.51	101.62
J-18		0.00	892.72	705.00	187.72	81.35
J-19		0.00	890.11	655.00	235.11	101.88
J-20		0.00	519.40	430.00	89.40	38.74
J-21		0.00	873.58	742.00	131.58	57.02
J-22		0.00	854.88	725.00	129.88	56.28
J-23		0.00	868.76	740.00	128.76	55.80
J-24		0.00	852.85	652.00	200.85	87.03
J-25		0.00	850.13	725.00	125.13	54.22
J-26		0.00	844.77	634.00	210.77	91.33
J-27		0.00	840.25	718.00	122.25	52.98
J-28		0.00	834.28	660.00	174.28	75.52
J-29		0.00	827.96	746.00	81.96	35.52
J-30		0.00	817.06	674.00	143.06	61.99
J-31		0.00	814.65	712.00	102.65	44.48
J-32		0.00	808.95	621.00	187.95	81.45
J-33		0.00	794.48	668.00	126.48	54.81
J-34		0.00	524.27	430.00	94.27	40.85
J-35		0.00	755.55	605.00	150.55	65.24
J-36		0.00	751.27	691.00	60.27	26.12
J-37		0.00	746.88			
J-38		0.00	744.47	705.00	39.47	17.11
J-39		0.00	742.50	670.00	72.50	31.42
J-40		0.00	503.93	436.00	67.93	29.44
J-41		0.00	929.89	437.00	492.89	213.59
J-42		0.00	503.88	435.00	68.88	29.85
J-43		0.00	503.86	443.00	60.86	26.37
J-44		0.00	929.92	443.00	486.92	211.00
J-45		0.00	738.82	708.00	30.82	13.35
J-46		0.00	519.47	430.00	89.47	38.77
J-47		0.00	524.27	430.00	94.27	40.85
J-48		0.00	519.45	430.00	89.45	38.76

LWC Interconnect BPS  
Initial Conditions - One Pump On

I-Pump-1	0.00	503.26	450.00	53.26	23.08
R-1	----	525.00	434.00	91.00	39.43
T-1	----	734.00	708.50	25.50	11.05
O-Pump-1	0.00	930.68	450.00	480.68	208.30

M A X I M U M   A N D   M I N I M U M   V A L U E S

P R E S S U R E S

JUNCTION NUMBER	MAXIMUM PRESSURES (psi)	JUNCTION NUMBER	MINIMUM PRESSURES (psi)
J-15	219.12	T-1	11.05
J-16	214.05	J-2	11.51
J-41	213.59	J-45	13.35
J-13	212.33	J-38	17.11
J-12	211.61	I-Pump-1	23.08

V E L O C I T I E S

PIPE NUMBER	MAXIMUM VELOCITY (ft/s)	PIPE NUMBER	MINIMUM VELOCITY (ft/s)
P-52	15.65	P-1	1.21
P-49	15.62	P-3	1.21
P-5	12.15	P-4	1.21
P-45	4.82	P-6	1.21
P-46	4.82	P-7	1.21

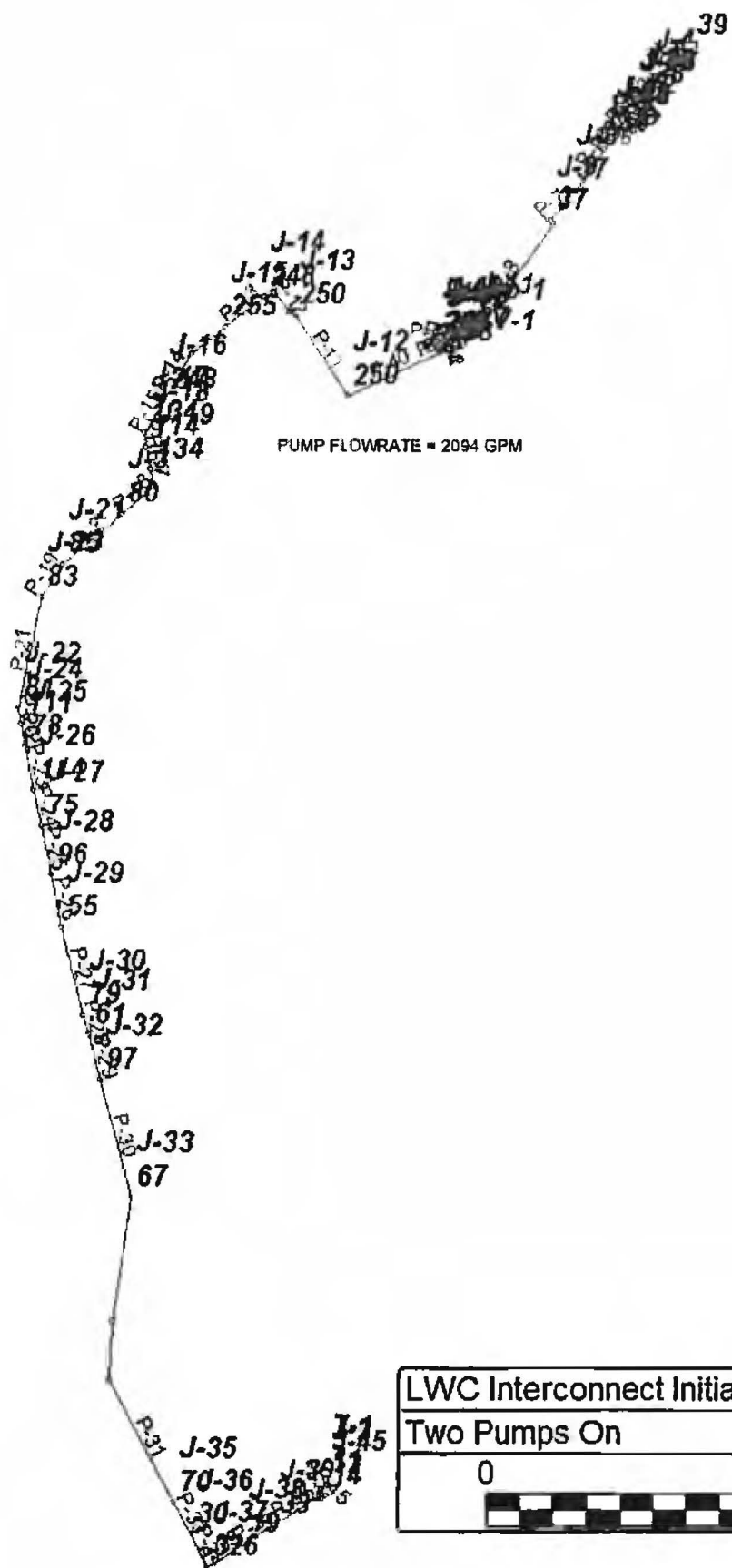
S U M M A R Y   O F   I N F L O W S   A N D   O U T F L O W S

(+) INFLOWS INTO THE SYSTEM FROM SUPPLY NODES  
(-) OUTFLOWS FROM THE SYSTEM INTO SUPPLY NODES

NODE NAME	FLOWRATE (gpm)	NODE TITLE
R-1	1700.86	
T-1	-1700.86	

NET SYSTEM INFLOW = 1700.86  
NET SYSTEM OUTFLOW = -1700.86  
NET SYSTEM DEMAND = 0.00

\*\*\*\*\* HYDRAULIC ANALYSIS COMPLETED \*\*\*\*\*





LWC Interconnect BPS  
Initial Conditions - Two Pumps On

PUMP/LOSS ELEMENT RESULTS

NAME	FLOWRATE (gpm)	INLET HEAD (ft)	OUTLET HEAD (ft)	PUMP HEAD (ft)	EFFIC- ENCY (%)	USEFUL POWER (Hp)	INCREMENTAL COST (\$)	TOTAL COST (\$)	#PUMPS PARALLEL	#PUMPS SERIES	NPSH Avail. (ft)
Pump-1	2093.46	42.95	573.05	530.1	75.00	0.	0.0	0.0	2	**	75.6

NODE RESULTS

NODE NAME	NODE TITLE	EXTERNAL DEMAND (gpm)	HYDRAULIC GRADE (ft)	NODE ELEVATION (ft)	PRESSURE HEAD (ft)	NODE PRESSURE (psi)
J-1		0.00	513.26	435.00	78.26	33.91
J-2		0.00	735.55	708.50	27.05	11.72
J-3		0.00	952.83	768.00	184.83	80.09
J-4		0.00	524.27	436.00	88.27	38.25
J-5		0.00	524.13	357.00	167.13	72.42
J-6		0.00	524.02	430.00	94.02	40.74
J-7		0.00	513.34	430.00	83.34	36.11
J-8		0.00	507.78	422.00	85.78	37.17
J-9		0.00	507.35	421.00	86.35	37.42
J-10		0.00	493.91	439.00	54.91	23.80
J-11		0.00	495.82	434.00	61.82	26.79
J-12		0.00	1013.70	436.00	577.70	250.34
J-13		0.00	1005.86	429.00	576.86	249.97
J-14		0.00	1002.28	430.00	572.28	247.99
J-15		0.00	993.61	405.00	588.61	255.06
J-16		0.00	976.41	405.00	571.41	247.61
J-17		0.00	969.86	660.00	309.86	134.27
J-18		0.00	967.24	705.00	262.24	113.64
J-19		0.00	963.40	655.00	308.40	133.64
J-20		0.00	516.69	430.00	86.69	37.57
J-21		0.00	939.11	742.00	197.11	85.42
J-22		0.00	911.64	725.00	186.64	80.88
J-23		0.00	932.03	740.00	192.03	83.21
J-24		0.00	908.65	652.00	256.65	111.22
J-25		0.00	904.66	725.00	179.66	77.85
J-26		0.00	896.78	634.00	262.78	113.87
J-27		0.00	890.14	718.00	172.14	74.59
J-28		0.00	881.37	660.00	221.37	95.93
J-29		0.00	872.09	746.00	126.09	54.64
J-30		0.00	856.06	674.00	182.06	78.89
J-31		0.00	852.52	712.00	140.52	60.89
J-32		0.00	844.16	621.00	223.16	96.70
J-33		0.00	822.89	668.00	154.89	67.12
J-34		0.00	523.92	430.00	93.92	40.70
J-35		0.00	765.68	605.00	160.68	69.63
J-36		0.00	759.40	691.00	68.40	29.64
J-37		0.00	752.95			
J-38		0.00	749.41	705.00	44.41	19.25
J-39		0.00	746.52	670.00	76.52	33.16
J-40		0.00	493.95	436.00	57.95	25.11
J-41		0.00	1021.86	437.00	584.86	253.44
J-42		0.00	493.88	435.00	58.88	25.52
J-43		0.00	493.84	443.00	50.84	22.03
J-44		0.00	1021.90	443.00	578.90	250.86
J-45		0.00	741.09	708.00	33.09	14.34
J-46		0.00	516.79	430.00	86.79	37.61
J-47		0.00	523.92	430.00	93.92	40.70
J-48		0.00	516.76	430.00	86.76	37.60
I-Pump-1		0.00	492.95	450.00	42.95	18.61
R-1		----	525.00	434.00	91.00	39.43

LWC Interconnect BPS  
Initial Conditions – Two Pumps On

PIPELINE RESULTS

STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

PIPE NAME	NODE NUMBERS #1 #2		FLOWRATE (gpm)	HEAD LOSS (ft)	MINOR LOSS (ft)	LINE VELO. (ft/s)	HL+ML/ 1000 (ft/ft)	HL/ 1000 (ft/ft)
P-1	R-1	J-4	2093.46	0.72	0.01	1.48	0.37	0.37
P-2	J-3	J-21	2093.46	13.71	0.00	4.36	5.90	5.90
P-3	J-4	J-5	2093.46	0.14	0.01	1.48	0.33	0.32
P-4	J-5	J-6	2093.46	0.10	0.00	1.48	0.32	0.32
P-5	J-6	J-20	584.06	3.23	4.11	14.91	611.19	268.87
P-6	J-7	J-1	2093.46	0.04	0.03	1.48	0.68	0.37
P-7	J-8	J-9	2093.46	0.41	0.02	1.48	0.33	0.32
P-8	J-9	J-11	2093.46	11.32	0.20	3.34	2.69	2.64
P-9	J-10	J-42	2093.46	0.03	0.00	1.48	0.37	0.37
P-10-CV	J-11	J-40	2093.46	1.87	0.00	3.34	2.64	2.64
P-11	J-12	J-13	2093.46	7.77	0.07	3.34	2.66	2.64
P-12	J-13	J-14	2093.46	3.40	0.18	3.34	2.78	2.64
P-13	J-14	J-15	2093.46	8.67	0.00	4.36	5.90	5.90
P-14	J-15	J-16	2093.46	16.97	0.23	4.36	5.98	5.90
P-15	J-16	J-17	2093.46	6.54	0.00	4.36	5.90	5.90
P-16	J-17	J-18	2093.46	2.62	0.00	4.36	5.90	5.90
P-17	J-18	J-19	2093.46	3.84	0.00	4.36	5.90	5.90
P-18	J-19	J-3	2093.46	10.52	0.06	4.36	5.93	5.90
P-19	J-21	J-23	2093.46	6.86	0.23	4.36	6.10	5.90
P-20	J-22	J-24	2093.46	2.99	0.00	4.36	5.90	5.90
P-21	J-23	J-22	2093.46	20.40	0.00	4.36	5.90	5.90
P-22	J-24	J-25	2093.46	3.99	0.00	4.36	5.90	5.90
P-23	J-25	J-26	2093.46	7.70	0.17	4.36	6.03	5.90
P-24	J-26	J-27	2093.46	6.64	0.00	4.36	5.90	5.90
P-25	J-27	J-28	2093.46	8.77	0.00	4.36	5.90	5.90
P-26	J-28	J-29	2093.46	9.28	0.00	4.36	5.90	5.90
P-27	J-29	J-30	2093.46	15.86	0.17	4.36	5.96	5.90
P-28	J-30	J-31	2093.46	3.54	0.00	4.36	5.90	5.90
P-29	J-31	J-32	2093.46	8.36	0.00	4.36	5.90	5.90
P-30	J-32	J-33	2093.46	21.20	0.06	4.36	5.92	5.90
P-31	J-33	J-35	2093.46	56.77	0.45	4.36	5.95	5.90
P-32	J-20	J-7	2093.46	3.35	0.00	3.34	2.64	2.64
P-33	J-35	J-36	2093.46	6.28	0.00	4.36	5.90	5.90
P-34	J-36	J-37	2093.46	6.46	0.00	4.36	5.90	5.90
P-35	J-37	J-38	2093.46	3.39	0.14	3.34	2.75	2.64
P-36	J-38	J-39	2093.46	2.90	0.00	3.34	2.64	2.64
P-37	J-39	J-45	2093.45	5.04	0.39	3.34	2.85	2.64
P-38	J-1	J-8	2093.46	5.38	0.10	3.34	2.69	2.64
P-39	J-40	J-10	2093.46	0.04	0.00	1.48	0.37	0.37
P-40	J-41	J-12	2093.46	8.17	0.00	3.34	2.64	2.64
P-41-XX	J-42	J-41						
P-42	J-42	J-43	2093.46	0.02	0.02	1.48	0.69	0.37
P-43	J-43	I-Pump-1	2093.46	0.21	0.68	5.94	44.66	10.71
P-44	J-44	J-41	2093.46	0.02	0.02	1.48	0.69	0.37
P-45	J-45	J-2	2093.45	5.10	0.44	5.94	11.63	10.71
P-46	J-2	T-1	2093.45	1.55	0.00	5.94	10.71	10.71
P-47	O-Pump-1	J-44	2093.46	0.21	0.93	5.94	57.25	10.71
P-48	J-6	J-34	753.83	0.01	0.09	2.14	20.34	1.89
P-49	J-34	J-46	753.83	5.18	1.96	19.24	594.23	431.31
P-50	J-46	J-20	753.83	0.01	0.09	2.14	20.34	1.89
P-51	J-6	J-47	755.57	0.01	0.09	2.14	20.44	1.89
P-52	J-47	J-48	755.57	5.20	1.96	19.29	596.83	433.15
P-53	J-48	J-20	755.57	0.01	0.06	2.14	14.02	1.89

LWC Interconnect BPS  
Initial Conditions – Two Pumps On

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***** K Y P I P E 5 *****
*
*       Pipe Network Modeling Software
*
*       Copyrighted by KYPIPE LLC
*       Version 5 - February 2010
*
*****

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Date & Time: Wed Jun 17 10:17:19 2015

Master File : l:\hdr contracts 70000 series\con0074960--hcwd transmission and ps\06.00 design\06.8 pump\modeling\inital.KYP\inital.P2K

\*\*\*\*\*  
S U M M A R Y O F O R I G I N A L D A T A  
\*\*\*\*\*

U N I T S S P E C I F I E D

FLOWRATE ..... = gallons/minute  
HEAD (HGL) ..... = feet  
PRESSURE ..... = psig

P I P E L I N E D A T A

STATUS CODE: XX -CLOSED PIPE CV -CHECK VALVE

P I P E N A M E	N O D E   N A M E S		L E N G T H (ft)	D I A M E T E R (in)	R O U G H N E S S C O E F F .	M I N O R L O S S   C O E F F .
	#1	#2				
P-1	R-1	J-4	1961.94	24.00	125.0000	0.37
P-2	J-3	J-21	2323.70	14.00	115.0000	0.00
P-3	J-4	J-5	425.00	24.00	135.0000	0.17
P-4	J-5	J-6	325.00	24.00	135.0000	0.00
P-5	J-6	J-20	12.00	4.00	110.0000	1.19
P-6	J-7	J-1	111.00	24.00	125.0000	1.02
P-7	J-8	J-9	1290.35	24.00	135.0000	0.60
P-8	J-9	J-11	4291.12	16.00	125.0000	1.17
P-9	J-10	J-42	77.86	24.00	125.0000	0.00
P-10-CV	J-11	J-40	706.95	16.00	125.0000	0.00
P-11	J-12	J-13	2943.34	16.00	125.0000	0.40
P-12	J-13	J-14	1288.18	16.00	125.0000	1.02
P-13	J-14	J-15	1469.76	14.00	115.0000	0.00
P-14	J-15	J-16	2876.22	14.00	115.0000	0.77
P-15	J-16	J-17	1108.99	14.00	115.0000	0.00
P-16	J-17	J-18	444.17	14.00	115.0000	0.00
P-17	J-18	J-19	650.79	14.00	115.0000	0.00
P-18	J-19	J-3	1782.00	14.00	115.0000	0.20
P-19	J-21	J-23	1161.91	14.00	115.0000	0.77
P-20	J-22	J-24	505.82	14.00	115.0000	0.00
P-21	J-23	J-22	3456.00	14.00	115.0000	0.00
P-22	J-24	J-25	676.88	14.00	115.0000	0.00
P-23	J-25	J-26	1305.46	14.00	115.0000	0.57
P-24	J-26	J-27	1125.37	14.00	115.0000	0.00
P-25	J-27	J-28	1485.90	14.00	115.0000	0.00
P-26	J-28	J-29	1573.08	14.00	115.0000	0.00
P-27	J-29	J-30	2687.48	14.00	115.0000	0.57
P-28	J-30	J-31	599.80	14.00	115.0000	0.00

LWC Interconnect BPS  
Initial Conditions — Two Pumps On

P-29	J-31	J-32	1417.27	14.00	115.0000	0.00
P-30	J-32	J-33	3593.24	14.00	115.0000	0.20
P-31	J-33	J-35	9619.36	14.00	115.0000	1.51
P-32	J-20	J-7	1270.00	16.00	125.0000	0.00
P-33	J-35	J-36	1064.04	14.00	115.0000	0.00
P-34	J-36	J-37	1093.89	14.00	115.0000	0.00
P-35	J-37	J-38	1285.00	16.00	125.0000	0.82
P-36	J-38	J-39	1097.20	16.00	125.0000	0.00
P-37	J-39	J-45	1908.18	16.00	125.0000	2.27
P-38	J-1	J-8	2039.08	16.00	125.0000	0.60
P-39	J-40	J-10	110.00	24.00	125.0000	0.00
P-40	J-41	J-12	3094.08	16.00	125.0000	0.00
P-41-XX	J-42	J-41	93.51	16.00	125.0000	0.00
P-42	J-42	J-43	60.00	24.00	125.0000	0.57
P-43	J-43	I-Pump-1	20.00	12.00	125.0000	1.24
P-44	J-44	J-41	60.00	24.00	125.0000	0.57
P-45	J-45	J-2	476.32	12.00	125.0000	0.80
P-46	J-2	T-1	144.40	12.00	125.0000	0.00
P-47	O-Pump-1	J-44	20.00	12.00	125.0000	1.70
P-48	J-6	J-34	5.00	12.00	115.0000	1.30
P-49	J-34	J-46	12.00	4.00	110.0000	0.34
P-50	J-46	J-20	5.00	12.00	115.0000	1.30
P-51	J-6	J-47	5.00	12.00	115.0000	1.30
P-52	J-47	J-48	12.00	4.00	110.0000	0.34
P-53	J-48	J-20	5.00	12.00	115.0000	0.85

P U M P / L O S S   E L E M E N T   D A T A

THERE IS A DEVICE AT NODE            Pump-1 DESCRIBED BY THE FOLLOWING DATA: (ID= 2)

HEAD (ft)	FLOWRATE (gpm)	EFFICIENCY (%)
540.00	0.00	75.00 (Default)
480.00	1500.00	75.00 (Default)
344.00	1900.00	75.00 (Default)

( 2 pumps in PARALLEL at the above location)

O U T P U T   O P T I O N   D A T A

OUTPUT SELECTION: ALL RESULTS ARE INCLUDED IN THE TABULATED OUTPUT

MAXIMUM AND MINIMUM PRESSURES	=	5
MAXIMUM AND MINIMUM VELOCITIES	=	5
MAXIMUM AND MINIMUM HEAD LOSS/1000	=	5

S Y S T E M   C O N F I G U R A T I O N

NUMBER OF PIPES .....	(p) =	53
NUMBER OF END NODES .....	(j) =	49
NUMBER OF PRIMARY LOOPS .....	(l) =	3
NUMBER OF SUPPLY NODES .....	(f) =	2
NUMBER OF SUPPLY ZONES .....	(z) =	1

=====  
Case: 0

RESULTS OBTAINED AFTER 5 TRIALS: ACCURACY = 0.00000

S I M U L A T I O N   D E S C R I P T I O N   ( L A B E L )

LWC Interconnect BPS  
Initial Conditions – Two Pumps On

T-1	----	734.00	708.50	25.50	11.05
O-Pump-1	0.00	1023.05	450.00	573.05	248.32

M A X I M U M   A N D   M I N I M U M   V A L U E S

P R E S S U R E S

JUNCTION NUMBER	MAXIMUM PRESSURES (psi)	JUNCTION NUMBER	MINIMUM PRESSURES (psi)
J-15	255.06	T-1	11.05
J-41	253.44	J-2	11.72
J-44	250.86	J-45	14.34
J-12	250.34	I-Pump-1	18.61
J-13	249.97	J-38	19.25

V E L O C I T I E S

PIPE NUMBER	MAXIMUM VELOCITY (ft/s)	PIPE NUMBER	MINIMUM VELOCITY (ft/s)
P-52	19.29	P-1	1.48
P-49	19.24	P-3	1.48
P-5	14.91	P-4	1.48
P-43	5.94	P-6	1.48
P-47	5.94	P-7	1.48

S U M M A R Y   O F   I N F L O W S   A N D   O U T F L O W S

(+) INFLOWS INTO THE SYSTEM FROM SUPPLY NODES  
(-) OUTFLOWS FROM THE SYSTEM INTO SUPPLY NODES

NODE NAME	FLOWRATE (gpm)	NODE TITLE
R-1	2093.46	
T-1	-2093.45	

NET SYSTEM INFLOW = 2093.46  
NET SYSTEM OUTFLOW = -2093.45  
NET SYSTEM DEMAND = 0.00

\*\*\*\*\* HYDRAULIC ANALYSIS COMPLETED \*\*\*\*\*

## **Exhibit No. 4**

Bid Tabulation

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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January 20, 2016

Mr. Daniel Clifford, Engineering Manager  
Hardin County Water District No. 1  
1400 Rogersville Road  
Radcliff, Kentucky 40160

Re: **Bid Evaluation**  
**LWC Interconnect – Transmission Main and Pump Station Improvements**  
**Hardin County Water District No. 1**

Dear Daniel,

Please find attached herewith certified bid tabulations for the bids received on January 15, 2016 for the referenced project. Nine bidders submitted -6 bids were provided for the transmission main (TM) contract and 7 bids were provided for the pump station (PS) contract.

Cleary Construction, Inc. (CCI) of Tompkinsville, KY is the low bidder for the TM and PS contracts for the base bid and additive alternatives for each contract.

Several references provided by CCI were checked and the feedback was favorable. CCI has completed various water/wastewater transmission and pump station projects ranging in value from \$18,000 to \$14.7M. CCI has confirmed they have available resources and equipment to complete this project within the contract deadline. See attached phone logs.

Based on our review of the supplemental bid information provided by CCI, check on references and CCI past project experience HDR does not take exception with Hardin County Water District No. 1 awarding both contracts to CCI.

If you have any questions or need additional information please give me a call at 502-909-3241.


Sincerely,

Kevin J. Brian, PE  
Project Manager

Bid Tabulation  
 LWC Interconnect - Transmission Main and Pump Station Improvements  
 Hardin County Water District No. 1  
 Bids Received: 1/15/2016

Contractor/Bid Amount	TM Base Bid (16")	TM Alternate No. 1 (20")	TM Alternate No. 2 (24")	Pump Station Base Bid (3-250 HP)	Pump Station Alternate Bid (3 - 350 HP)
Cleary Construction Inc.	\$4,391,840.00	\$4,758,944.00	\$5,202,105.00	\$1,580,000.00	\$1,710,000.00
MAC Construction & Excavating, Inc.	\$4,543,000.00	\$4,891,304.30	\$5,352,585.70	\$1,600,000.00	\$1,738,000.00
Smith Contractors, Inc.	\$4,962,875.00	\$5,679,785.00	\$6,590,335.00	\$1,600,000.00	\$1,750,000.00
Garney Companies, Inc.	\$5,134,880.00	\$5,535,120.00	\$5,900,660.00	No Bid	No Bid
Flynn Brothers	\$5,988,000.00	\$6,501,610.00	\$7,091,460.00	No Bid	No Bid
Dugan & Meyers Construction Co.	No Bid	No Bid	No Bid	\$1,642,000.00	\$1,790,000.00
Pace Contracting LLC	No Bid	No Bid	No Bid	\$1,746,000.00	\$1,887,000.00
Basham Construction & Rental Co., Inc.	\$6,525,470.00	\$7,043,840.00	\$7,467,040.00	\$1,750,000.00	\$1,915,000.00
Schroeder Construction Inc.	No Bid	No Bid	No Bid	\$1,862,195.00	\$2,011,195.00

I hereby certify that this is a true and correct tabulation of the bids.



1/19/16

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Kevin J. Brian, PE/Project Manager  
HDR Engineering, Inc.

Bid Tabulation  
LWC Interconnect - Transmission Main and Pump Station Improvements  
Hardin County Water District No. 1  
Bids Received: 1/15/2016

Item No.	Description	Unit	Estimate Qty	Cleary Construction Inc.		MAC Construction & Excavating, Inc.		Smith Contractors, Inc.		Garney Companies, Inc.		Flynn Brothers		Dugan & Mayotte Construction Co.		Pace Contracting LLC		Baskum Construction & Rental Co., Inc.		Schroeder Construction Inc.	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Transmission Main Section A - 24" DI from Katherine Station to MW Vault (LWC Section)																					
1	Mobilization	LS	1	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000					\$5,000	\$5,000		
2	General Requirements	LS	1	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000					\$10,000	\$10,000		
3	Bonds and Insurance	LS	1	\$10,000	\$10,000	\$5,000	\$5,000	\$10,000	\$10,000	\$15,000	\$15,000	\$15,000	\$15,000					\$22,000	\$22,000		
4	Utility and Tie-in Field Verification	LS	1	\$4,000	\$4,000	\$1,500	\$1,500	\$5,000	\$5,000	\$7,500	\$7,500	\$5,000	\$5,000					\$10,000	\$10,000		
5	Clearing and Grubbing	LS	1	\$1,000	\$1,000	\$16,758	\$16,758	\$5,000	\$5,000	\$7,000	\$7,000	\$50,000	\$50,000					\$2,000	\$2,000		
6	Connect to 16" WM	EA	1	\$2,300	\$2,300	\$5,000	\$5,000	\$5,000	\$5,000	\$6,500	\$6,500	\$7,500	\$7,500					\$8,000	\$8,000		
7	24" DI Pipe (Class 250)	LF	830	\$139	\$115,370	\$121	\$100,762	\$135	\$112,050	\$110	\$107,900	\$141	\$117,030					\$194	\$161,020		
8	24" DI Pipe (Class 250) Restrained Joint	LF	1,340	\$183	\$245,220	\$183	\$245,050	\$155	\$208,050	\$205	\$273,700	\$243	\$326,540					\$231	\$263,340		
9	24" Gate Valve	EA	2	\$16,750	\$33,500	\$22,000	\$44,000	\$20,000	\$40,000	\$23,000	\$46,000	\$23,000	\$46,000					\$24,000	\$48,000		
10	Horizontal Directional Drill 30" HDPE (DR 11)/24" fusible PVC (DR 18)	LF	750																		
				\$495	\$371,250	\$490	\$367,500	\$640	\$480,000	\$690	\$517,500	\$800	\$600,000					\$741	\$555,750		
11	24" DI Pipe (Class 250) Restrained Joint	EA	1	\$1,950	\$1,950	\$1,750	\$1,750	\$1,800	\$1,800	\$2,100	\$2,100	\$5,000	\$5,000					\$3,000	\$3,000		
12	Leak Detection Assembly	EA	1	\$2,450	\$2,450	\$2,970	\$2,970	\$2,500	\$2,500	\$3,000	\$3,000	\$3,000	\$3,000					\$1,600	\$1,600		
13	36" PVC/HDPE Casing Pipe, Open Cut	LF	40	\$435	\$17,400	\$200	\$8,000	\$140	\$5,600	\$75	\$3,000	\$350	\$14,000					\$200	\$8,000		
14	Master Meter Vault	LS	1	\$180,000	\$180,000	\$167,000	\$167,000	\$170,000	\$170,000	\$170,000	\$170,000	\$200,000	\$200,000					\$270,000	\$270,000		
15	Flowable Fill Backfill	LF	930	\$47	\$43,710	\$39	\$35,805	\$100	\$93,000	\$95	\$88,350	\$100	\$93,000					\$80	\$74,400		
16	Bituminous Pavement Replacement	SY	1,000	\$22	\$22,000	\$18	\$18,000	\$20	\$20,000	\$22	\$22,000	\$22	\$22,000					\$47	\$47,000		
17	Concrete Pavement Replacement	SY	500	\$60	\$30,000	\$75	\$37,500	\$45	\$22,500	\$105	\$52,500	\$80	\$40,000					\$65	\$32,500		
18	Traffic Control	LS	1	\$10,000	\$10,000	\$5,000	\$5,000	\$15,000	\$15,000	\$25,000	\$25,000	\$25,000	\$25,000					\$15,000	\$15,000		
19	Erosion Prevention and Sediment Control	LS	1	\$7,000	\$7,000	\$8,000	\$8,000	\$5,000	\$5,000	\$18,000	\$18,000	\$10,000	\$10,000					\$11,000	\$11,000		
20	Demobilization	LS	1	\$3,000	\$3,000	\$2,000	\$2,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000					\$5,000	\$5,000		
SUBTOTAL SECTION A					\$1,070,880.00		\$1,067,595.25		\$1,164,150.00		\$1,392,050.00		\$1,547,570.00		\$0.00		\$0.00		\$1,554,010.00		\$0.00
Transmission Main Section B - 16" DI from MW Vault to PS to Tie-in Ex 14"																					
1	Mobilization	LS	1	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000					\$10,000	\$10,000		
2	General Requirements	LS	1	\$100,000	\$100,000	\$118,459	\$118,459	\$10,000	\$10,000	\$65,000	\$65,000	\$34,000	\$34,000					\$10,000	\$10,000		
3	Bonds and Insurance	LS	1	\$25,000	\$25,000	\$5,000	\$5,000	\$10,000	\$10,000	\$15,000	\$15,000	\$34,000	\$34,000					\$60,000	\$60,000		
4	Railroad Inspection Allowance	LS	2	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000					\$10,000	\$10,000		
5	Utility and Tie-in Field Verification	LS	1	\$10,000	\$10,000	\$7,000	\$7,000	\$5,000	\$5,000	\$25,000	\$25,000	\$7,500	\$7,500					\$15,000	\$15,000		
6	Clearing and Grubbing	LS	1	\$30,000	\$30,000	\$16,758	\$16,758	\$5,000	\$5,000	\$35,000	\$35,000	\$30,000	\$30,000					\$16,370	\$16,370		
7	Connect to 14" WM	EA	1	\$5,500	\$5,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,500	\$5,500	\$7,500	\$7,500					\$5,000	\$5,000		
8	16" DI Pipe (Class 250)	LF	2,510	\$82	\$205,820	\$72	\$180,720	\$95	\$238,450	\$63	\$158,875	\$106	\$266,060					\$136	\$341,360		
9	16" DI Pipe (Class 250) Restrained Joint	LF	5,740	\$100	\$574,000	\$94	\$539,560	\$120	\$688,800	\$105	\$602,700	\$121	\$694,540					\$154	\$888,960		
10	16" DI Pipe (Class 350)	LF	3,700	\$79	\$294,300	\$68	\$251,600	\$106	\$392,200	\$71	\$262,700	\$107	\$396,900					\$138	\$512,460		
11	16" DI Pipe (Class 350) Restrained Joint	LF	1,820	\$104	\$189,280	\$99	\$180,380	\$130	\$236,600	\$88	\$162,160	\$129	\$208,980					\$164	\$265,680		
12	24" DI Pipe (Class 250) Restrained Joint	LF	780	\$199	\$155,220	\$185	\$144,300	\$155	\$120,900	\$205	\$159,900	\$181	\$141,180					\$219	\$170,820		
13	24" DI Pipe (Class 350) Restrained Joint	LF	20	\$157	\$3,140	\$112	\$2,240	\$180	\$3,600	\$230	\$4,600	\$500	\$10,000					\$727	\$14,540		
14	30" HDPE (DR 11)/24" fusible PVC (DR 18)	LF	850			\$193	\$164,050	\$166	\$141,100	\$200	\$170,000	\$210	\$178,500	\$300	\$255,000			\$236	\$200,600		
15	8" Steel Casing Pipe, Bore and Jack	LF	110	\$120	\$13,200	\$142	\$15,620	\$140	\$15,400	\$150	\$16,500	\$200	\$22,000					\$255	\$28,050		
16	36" Steel Casing Pipe, Bore and Jack	LF	480	\$370	\$177,600	\$420	\$180,600	\$460	\$197,800	\$510	\$259,800	\$500	\$250,000					\$560	\$240,800		
17	24" PVC/HDPE Casing Pipe, Open Cut	LF	310	\$145	\$44,950	\$137	\$42,470	\$120	\$37,200	\$40	\$12,400	\$150	\$46,500					\$158	\$48,980		
18	36" PVC Casing Pipe, Open Cut	EA	140	\$162	\$22,680	\$175	\$24,500	\$140	\$19,600	\$20	\$2,800	\$250	\$35,000					\$200	\$28,000		
19	16" Gate Valve	EA	3	\$7,200	\$21,600	\$8,000	\$24,000	\$8,000	\$24,000	\$9,000	\$27,000	\$12,000	\$36,000					\$9,600	\$48,000		
20	24" Gate Valve	EA	6	\$16,750	\$100,500	\$18,000	\$114,000	\$20,000	\$120,000	\$23,000	\$138,000	\$25,000	\$150,000					\$24,000	\$144,000		
21	2" Combination Air Valve	EA	3	\$1,800	\$5,400	\$5,500	\$16,500	\$1,800	\$5,400	\$2,100	\$6,300	\$5,000	\$15,000					\$3,000	\$9,000		
22	Drain Assembly	EA	2	\$6,400	\$12,800	\$6,900	\$13,800	\$7,000	\$14,000	\$6,500	\$13,000	\$7,500	\$15,000					\$7,000	\$14,000		
23	Concrete Encasement	LF	90	\$22	\$1,980	\$50	\$4,500	\$40	\$3,600	\$40	\$3,600	\$250	\$22,500					\$100	\$9,000		
24	Concrete Cap	LF	30	\$30	\$900	\$40	\$1,200	\$35	\$1,050	\$35	\$1,050	\$100	\$3,000					\$100	\$3,000		
25	Flowable Fill Backfill	LF	1,560	\$47	\$73,320	\$34	\$53,040	\$100	\$156,000	\$85	\$132,600	\$70	\$109,200					\$80	\$288,000		
26	Bituminous Pavement Replacement	SY	4,740	\$17	\$80,580	\$16	\$75,840	\$20	\$94,800	\$22	\$104,280	\$22	\$104,280					\$25	\$118,500		
27	Concrete Pavement Replacement	SY	20	\$60	\$1,200	\$100	\$2,000	\$45	\$900	\$105	\$2,100	\$80	\$1,600					\$100	\$2,000		
28	Turf Reinforcement Mat	SY	720	\$3	\$2,160	\$5	\$3,600	\$5	\$3,600	\$4	\$2,880	\$5	\$3,600					\$7	\$5,040		
29	Traffic Control	LS	1	\$15,000	\$15,000	\$14,500	\$14,500	\$5,000	\$5,000	\$15,000	\$15,000	\$15,000	\$15,000					\$80,000	\$80,000		
30	Erosion Prevention and Sediment Control	LS	1	\$35,000	\$35,000	\$72,000	\$72,000	\$15,000	\$15,000	\$105,000	\$105,000	\$105,000	\$105,000					\$80,000	\$80,000		
31	Demobilization	LS	1	\$3,000	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000					\$5,000	\$5,000		
SUBTOTAL SECTION B					\$2,619,320.00		\$2,473,163.25		\$3,014,750.00		\$2,833,845.00		\$3,472,780.00		\$0.00		\$0.00		\$3,926,100.00		\$0.00

\* Corrected for math error

Bid Tabulation  
LWC Interconnect - Transmission Main and Pump Station Improvements  
Hardin County Water District No. 1  
Bids Received: 1/15/2016

Item No.	Description	Unit	Qty	Cleary Construction Inc.		MAC Construction & Engineering, Inc.		Smith Contractors, Inc.		Garney Companies, Inc.		Flynn Brothers		Dugan & Meyers Construction Co.		Pace Contracting LLC		Basham Construction & Rental Co., Inc.		Schroeder Construction, Inc.	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Transmission Main Section C - 16" TM Pritchard																					
1	Mobilization	LS	1	\$3,000	\$3,000	\$5,200	\$5,200	\$5,000	\$5,000	\$21,000	\$21,000	\$14,000	\$14,000					\$5,000	\$5,000		
2	General Requirements	LS	1	\$18,500	\$18,500	\$35,000	\$35,000	\$5,000	\$5,000	\$42,000	\$42,000	\$5,000	\$5,000					\$10,000	\$10,000		
3	Bonds and Insurance	LS	1	\$6,000	\$6,000	\$5,000	\$5,000	\$10,000	\$10,000	\$25,000	\$25,000	\$5,000	\$5,000					\$11,000	\$11,000		
4	Utility and Tie-In Field Verification	LS	1	\$5,500	\$5,500	\$4,500	\$4,500	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$1,000	\$1,000				\$4,500	\$4,500		
5	Clearing and Grubbing	LS	1	\$15,000	\$15,000	\$16,758	\$16,758	\$5,000	\$5,000	\$22,000	\$22,000	\$5,000	\$5,000					\$4,200	\$4,200		
6	Conduit to 32" WM	EA	1	\$3,000	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$6,500	\$6,500	\$5,000	\$5,000					\$5,000	\$5,000		
7	Conduit to 34" WM	EA	1	\$2,300	\$2,300	\$5,000	\$5,000	\$5,000	\$5,000	\$6,250	\$6,250	\$6,000	\$6,000					\$4,000	\$4,000		
8	18" DI Pipe (Class 250)	LF	3,375	\$79	\$266,625	\$74	\$249,750	\$95	\$320,625	\$85	\$289,375	\$105	\$354,375					\$137	\$462,375		
9	16" DI Pipe (Class 230) Restrainted Joint	LF	910	\$88	\$80,980	\$105	\$95,550	\$120	\$109,200	\$105	\$95,550	\$116	\$105,560					\$162	\$147,630		
10	12" Gate Valve	EA	1	\$2,200	\$2,200	\$2,500	\$2,500	\$4,000	\$4,000	\$4,500	\$4,500	\$7,500	\$7,500					\$8,000	\$8,000		
11	18" Swing Check Valve and Vault	EA	1	\$15,000	\$15,000	\$15,000	\$15,000	\$10,000	\$10,000	\$13,000	\$13,000	\$22,000	\$22,000					\$21,000	\$21,000		
12	2" Combination Air Valve	EA	4	\$1,900	\$7,600	\$3,500	\$14,000	\$1,400	\$7,200	\$2,100	\$8,400	\$5,000	\$20,000					\$3,000	\$12,000		
13	Drain Assembly	EA	1	\$6,400	\$6,400	\$6,900	\$6,900	\$7,000	\$7,000	\$6,500	\$6,500	\$7,500	\$7,500					\$7,000	\$7,000		
14	Concrete Crosswalk	LF	10	\$52	\$520	\$55	\$550	\$40	\$400	\$40	\$400	\$250	\$2,500					\$100	\$1,000		
15	Generate Cap	LF	10	\$30	\$300	\$50	\$500	\$35	\$350	\$35	\$350	\$100	\$1,000					\$100	\$1,000		
16	Erosion Prevention and Sediment Control	LS	1	\$14,100	\$14,100	\$24,000	\$24,000	\$5,000	\$5,000	\$35,000	\$35,000	\$10,000	\$10,000					\$22,000	\$22,000		
17	Demobilization	LS	1	\$3,000	\$3,000	\$2,000	\$2,000	\$5,000	\$5,000	\$5,000	\$5,000	\$9,000	\$9,000					\$5,000	\$5,000		
SUBTOTAL SECTION C					\$448,035.00		\$487,208.25		\$506,775.00		\$505,825.00		\$580,435.00		\$0.00		\$0.00		\$725,495.00		\$0.00
Transmission Main Section D - 14" Raw Water Conversion																					
1	Mobilization	LS	1	\$3,000	\$3,000	\$6,000	\$6,000	\$5,000	\$5,000	\$21,000	\$21,000	\$9,000	\$9,000					\$5,000	\$5,000		
2	General Requirements	LS	1	\$12,000	\$12,000	\$31,000	\$31,000	\$5,000	\$5,000	\$20,000	\$20,000	\$3,000	\$3,000					\$10,000	\$10,000		
3	Bonds and Insurance	LS	1	\$4,000	\$4,000	\$5,000	\$5,000	\$5,000	\$5,000	\$15,000	\$15,000	\$3,000	\$3,000					\$4,600	\$4,600		
4	Utility and Tie-In Field Verification	LS	1	\$8,000	\$8,000	\$11,000	\$11,000	\$5,000	\$5,000	\$3,000	\$3,000	\$5,000	\$5,000					\$10,000	\$10,000		
5	Clearing and Grubbing	LS	1	\$1,000	\$1,000	\$16,758	\$16,758	\$5,000	\$5,000	\$7,000	\$7,000	\$5,000	\$5,000					\$5,000	\$5,000		
6	18" DI (Class 250 DI Pipe)	LF	325	\$100	\$32,500	\$79	\$25,675	\$120	\$39,000	\$88	\$28,600	\$107	\$34,775					\$117	\$38,025		
7	14" DI (Class 250 DI Pipe) Restrainted Joint	LF	140	\$102	\$14,280	\$90	\$12,600	\$140	\$19,600	\$88	\$12,320	\$136	\$19,040					\$131	\$18,340		
8	14" Gate Valve	EA	2	\$6,700	\$13,400	\$9,000	\$18,000	\$7,500	\$15,000	\$9,000	\$18,000	\$7,500	\$15,000					\$8,500	\$17,000		
9	Replace Exst. 14" Gate Valve	EA	1	\$8,100	\$8,100	\$10,500	\$10,500	\$10,000	\$10,000	\$9,000	\$9,000	\$7,900	\$7,900					\$12,500	\$12,500		
10	Replace Exst. 14" Gate Valve	EA	2	\$3,825	\$7,650	\$2,500	\$5,000	\$5,000	\$10,000	\$3,500	\$7,000	\$1,000	\$2,000					\$4,000	\$8,000		
11	2" Combination Air Valve (CAV)	EA	8	\$1,775	\$14,200	\$4,800	\$38,400	\$1,800	\$14,400	\$4,100	\$32,800	\$3,000	\$24,000					\$3,500	\$28,000		
12	2" Air Release Valve	EA	4	\$1,600	\$6,400	\$4,600	\$18,400	\$1,400	\$7,200	\$4,100	\$16,400	\$5,000	\$20,000					\$3,000	\$12,000		
13	Replace Exst. Air Release Valve (with CAV)	EA	1	\$1,275	\$1,275	\$2,500	\$2,500	\$3,000	\$3,000	\$1,500	\$1,500	\$1,500	\$1,500					\$2,000	\$2,000		
14	Drain Assembly	EA	7	\$7,100	\$49,700	\$18,000	\$126,000	\$7,000	\$49,000	\$8,000	\$56,000	\$7,500	\$52,500					\$7,000	\$49,000		
15	Gate Valve and Drain Assembly	EA	4	\$13,500	\$54,000	\$30,000	\$120,000	\$7,000	\$28,000	\$17,500	\$70,000	\$15,000	\$60,000					\$12,000	\$48,000		
16	Flushing and Testing 14" Main	LS	1	\$22,000	\$22,000	\$78,000	\$78,000	\$25,000	\$25,000	\$95,000	\$95,000	\$41,000	\$82,000					\$45,000	\$90,000		
17	Erosion Prevention and Sediment Control	LS	1	\$4,000	\$4,000	\$5,000	\$5,000	\$5,000	\$5,000	\$29,000	\$29,000	\$20,000	\$20,000					\$7,400	\$29,400		
18	Demobilization	LS	1	\$3,000	\$3,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$6,000	\$6,000					\$5,000	\$5,000		
SUBTOTAL SECTION D					\$258,865.00		\$494,833.25		\$255,200.00		\$403,120.00		\$387,815.00		\$0.00		\$0.00		\$319,855.00		\$0.00
Transmission Main Alternative No. 1 - Unit Price Increase from Base Bid (16" to 20")																					
1	20" DI Pipe (Class 250)	LF	2,510	\$17	\$42,670	\$17	\$42,670	\$33	\$82,830	\$19	\$47,690	\$26	\$65,260					\$30	\$75,300		
2	20" DI Pipe (Class 250) Restrainted Joint	LF	3,740	\$24	\$89,760	\$24	\$89,760	\$27	\$101,580	\$22	\$82,280	\$30	\$112,200					\$34	\$119,160		
3	20" DI Pipe (Class 350)	LF	5,700	\$18	\$102,600	\$18	\$102,600	\$21	\$119,700	\$22	\$122,550	\$26	\$148,200					\$25	\$142,500		
4	20" DI Pipe (Class 350) Restrainted Joint	LF	880	\$28	\$24,640	\$26	\$22,880	\$45	\$39,600	\$22	\$19,360	\$41	\$36,080					\$30	\$26,400		
5	30" PVC/HDPE Casing Pipe, Open Cut (16" to 20")	LF	110	\$30	\$3,300	\$39	\$4,290	\$20	\$2,200	\$30	\$3,300	\$37	\$4,070					\$25	\$2,750		
6	20" Gate Valve (16" to 20")	EA	5	\$4,650	\$23,250	\$4,904	\$24,520	\$10,000	\$50,000	\$5,000	\$25,000	\$5,400	\$27,000					\$15,000	\$75,000		
7	Flowable Fill Backfill (Wider Trench)	LF	3,580	\$9	\$32,220	\$2	\$6,160	\$10	\$35,800	\$6	\$21,480	\$13	\$53,400					\$6	\$21,360		
SUBTOTAL ALT NO. 1					\$367,104.00		\$248,934.30		\$716,910.00		\$400,340.00		\$513,610.00		\$0.00		\$0.00		\$518,370.00		\$0.00
Transmission Main Alternative No. 2 Unit Price Increase from Base Bid (16" to 24")																					
1	24" DI Pipe (Class 250)	LF	2,510	\$43	\$108,430	\$38	\$96,250	\$78	\$195,780	\$22	\$55,220	\$35	\$87,800					\$42	\$105,420		
2	24" DI Pipe (Class 250) Restrainted Joint	LF	3,740	\$56	\$210,640	\$57	\$213,180	\$97	\$362,580	\$57	\$327,180	\$69	\$398,660					\$60	\$244,800		
3	24" DI Pipe (Class 350)	LF	5,700	\$41	\$233,700	\$43	\$244,650	\$109	\$621,300	\$43	\$244,650	\$56	\$319,200					\$50	\$285,000		
4	24" DI Pipe (Class 350) Restrainted Joint	LF	880	\$52	\$45,760	\$57	\$50,460	\$125	\$110,000	\$49	\$44,120	\$78	\$68,640					\$65	\$57,200		
5	36" PVC/HDPE Casing Pipe, Open Cut (24" to 36")	LF	110	\$64	\$7,040	\$87	\$9,570	\$40	\$4,400	\$24	\$2,640	\$38	\$3,380					\$45	\$38,950		
6	24" Gate Valve (16" to 24")	EA	5	\$9,450	\$47,250	\$10,488	\$52,440	\$12,000	\$60,000	\$9,000	\$45,000	\$10,500	\$52,500					\$20,000	\$100,000		
7	Flowable Fill Backfill (Wider Trench)	LF	3,580	\$10	\$35,800	\$5	\$17,900	\$20	\$71,200	\$12	\$42,720	\$17	\$66,120					\$10	\$35,600		
SUBTOTAL ALT NO. 2					\$810,265.00		\$809,585.70		\$1,627,460.00		\$765,780.00		\$1,103,480.00		\$0.00		\$0.00		\$941,570.00		\$0.00

\* Corrected for math error

# Telephone Record

Date: Tuesday, January 19, 2016

Project: LWC Interconnect – TM and PS Improvements

Project No:

Call to: Tim Rylee/Insite Engineering

Phone No: 205-733-9696

Call from: Kevin Brian

Phone No: 502-909-3241

---

Subject: Cleary Construction Project Reference Check

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## Discussion, Agreement, and/or Action:

Well #4 - Water Transmission Main, Oneonta, AL

Owner – Utilities Board, City of Oneonta

Engineer – Insite Engineering

1. Contract value - \$1,303,900; Minimum change orders – owner driven
2. Scope - New construction of 8,000 lf – 16" DIP, 5,000 lf - 20" HDPE Pipe and 6,000 lf of 24" DIP; Included 36" steel casing pipe for undercrossing; project involve construction along city streets and cross country.
3. Restoration – did excellent prep work, ran pipe laying crew followed by restoration crew; final restoration was very good.
4. Schedule – met the contract requirements, completed in November 2014
5. Cleary PM - Spencer Smith
6. Insite Engineering was very pleased with their work and would use them again on future projects.

# Telephone Record

Date: Tuesday, January 19, 2016

Project: LWC Interconnect – TM and PS Improvements

Project No:

Call to: Neal Westerman/James C. Hailey & Company

Phone No: 615-351-5723

Call from: Kevin Brian

Phone No: 502-909-3241

---

Subject: Cleary Construction Project Reference Check

---

## Discussion, Agreement, and/or Action:

Contract 113 – River Road Water Line, Ashland City, TN

Owner – River Road Utility District

Engineer – James C. Hailey & Company

1. Contract value - \$1,082,150
2. Scope - New construction of 12,000 lf – 12" DIP, sub some work out because of multiple projects going on; subcontractor did good work also; Cleary PM stayed involved for the full project.
3. Restoration – finished restoration during dry time of the year; Ended up hiring local firm to finish restoration during fall of the year.
4. Schedule – main work was finished ahead of schedule; utility district allowed Cleary to finish another project since the waterline could not become operational until a pump station was completed
5. Neal was very pleased with their work and is using them on other waster and water projects



# Telephone Record

Date: Tuesday, January 19, 2016

Project: LWC Interconnect – TM and PS Improvements

Project No:

Call to: Tom Green/Tetra Tech

Phone No: 859-223-8000

Call from: Kevin Brian

Phone No: 502-909-3241

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Subject: Cleary Construction Project Reference Check

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## Discussion, Agreement, and/or Action:

Morton Ridge Main Upgrade, Campbellsburg, KY

Owner – Henry County Water District

Engineer – Tetra Tech

1. Contract value - \$1,942,500
2. Scope - New construction of 20,000 lf – 20" DIP, very difficult laying conditions, lots of rock excavation, about two-thirds of the route was in easement and one-third in right-of-way; had a transmission main gas crossing (Texas gas)
3. One crew layed pipe and one crew did clean-up; Cleary worked very well with property owners and addressed complaints and warranty items in a timely manner
4. Restoration – very good job
5. Schedule – A change order time extension (warranted) was granted because of bad/inclement weather; the revised time schedule was met
6. Change order – as a result of redesign and field changes some warranted change orders were issued
7. Cleary bid this project very competitively and did not try to cut corners; a good job was performed
8. Cleary PM – Spencer Smith; halfway through the project they switched out project superintendents; the one moved to another project was good and the replacement was better
9. Tetra Tech was very pleased with their work and the way they worked with property owners and would not hesitate using them on future projects

# Telephone Record

Date: Wednesday, January 20, 2016

Project: LWC Interconnect – TM and PS Improvements

Project No:

Call to: Darren Cleary  
Ryan Cornwell

Phone No: 270-427-6146

Call from: Kevin Brian

Phone No: 502-909-3241

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Subject: Cleary Construction Inc. (CCI) - Work Load and Available Resources

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## Discussion, Agreement, and/or Action:

I spoke to both Ryan Cornwell (Lead Estimator) and Darren Cleary (President/CEO) and asked some very direct questions regard current work load, backlog and availability of resources to get the LWC Interconnect project completed within the contract requirements. The questions and CCI answers are below:

Q1 CCI listed 7 projects that total \$14M that are listed as pending. When will they move forward and does CCI have the resources to complete this project?

A1 Some of the projects are moving forward now. One of the projects has funding issues, and is not expected to start anytime soon. We try to keep crews working in Kentucky, Tennessee, and Alabama. As you look at the current project list that we provided we don't have a tremendous amount of Kentucky work. We will have adequate Kentucky crews available to complete this project within the contract time frame.

Q2 How many crews are you planning to use for this project?

A2 We will have a pump station crew, a water line crew along with a cleanup crew, and if needed another water line crew can be added.

Q3 Have you identified the PM and Project Superintendent for this project? If so, who?

A3 Yes

For the pump station contract, the project manager will be Todd Swallows. The assistant project manager will be Gareth Slater. The project superintendent will be Freddy Gregory.

For the water line contract, the project manager will be Wesley Cleary. The assistant project manager will be Gareth Slater. The project superintendent could be one of the following three: Luke Kennett, Alex Wilson, or J.R. Cordell.

I also checked up on Gabe's Construction, the subcontractor who will be doing the horizontal directional drilling. They have completed a significant amount of HDD projects, ranging in length from 500 lf to 2,500 lf and sizes from 6" diameter to 30" diameter. They have used various pipe materials including steel, DI, fusible PVC and HDPE on these projects. Gabe's Construction appears to be qualified to perform the 24" FPVC HDD across the Salt River.

## **Exhibit No. 5**

Location and Route of Proposed Construction (Map)

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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## **Exhibit No. 6**

Engineering Specifications and Plans

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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**Under Separate Cover**

## **Exhibit No. 7**

Minutes of Approval for Project and Public Service Commission Application

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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**Hardin County Water District No. 1  
Minutes of Special Meeting  
of the Board of Commissioners**

**January 28, 2016**

Chairman William Gossett called the meeting to order at 11:55 A.M. with Commissioners John Tindall, Ron Hockman, Howard Williams and Jim Shelton in attendance. Staff present included Jim Bruce, General Manager; Brett Pyles, Operations Manager; Daniel Clifford, Engineering Manager; Scott Schmuck, Finance and Accounting Manager; Andrea Palmer, Executive Assistant; Tim Osborne, County Distribution Supervisor; Justin Taylor and Michael Polen, Distribution Operators; and attorney David Wilson. Lunch was provided for Board and staff.

Chairman Gossett opened the floor for public comment. There was none and Chairman Gossett closed the floor to public comment.

Mr. Bruce noted that there were two new employees present, and Chairman Gossett invited staff to introduce them. Mr. Osborne introduced Mr. Justin Taylor and Mr. Michael Polen as the newest Distribution Operators and gave a brief personal and professional background on each of them. The Board welcomed the new employees, who then exited the meeting.

**Election of Officers:** Chairman Gossett asked for and gained consensus to move agenda item 11 – Election of Officers – to the top of the agenda. He then turned the meeting over to Mr. Bruce to call for and record nominations. Mr. Bruce asked for nominations for the position of Secretary. Commissioner Williams made a motion to maintain the current slate of officers by acclamation (William Gossett as Chairman, John Tindall as Treasurer, and Ron Hockman as Secretary). Commissioner Shelton seconded the motion and motion passed. Mr. Bruce then turned the meeting back over to Chairman Gossett.

Chairman Gossett asked for a motion to accept the prior meeting minutes. Commissioner Williams made a motion to accept the November 11, 2015 special meeting minutes. Commissioner Shelton seconded the motion and motion passed. Commissioner Williams then made a motion to accept the December 15, 2015 special meeting minutes. Commissioner Shelton seconded the motion and motion passed.

Mr. Schmuck presented the December 2015 Treasurer's report, noting that three of the five funds had a net loss for the month. He explained why these funds showed a loss for the month and pointed out that all five funds had a positive net income for the year. He added that the District is currently undergoing the annual audit and said that the Board can expect the report by March. Secretary Hockman asked questions regarding elevated costs for certain operating categories and Mr. Schmuck answered them. Secretary Hockman made a motion to approve the December, 2015 Treasurer's Report. Commissioner Shelton seconded the motion and motion passed.

**Board Monitoring Reports:** Mr. Bruce presented the General Manager's Report and offered to answer any Board questions. Treasurer Tindall asked for an update on the Sewer BRAC grant from HCWD2, and Mr. Bruce answered that Judge Harry Berry had advised him that the transfer to HCWD1 should be approved and signed at the January meeting of the Economic Development Cabinet Board. Secretary Hockman asked questions regarding the recent Wellhead Protection public meeting, and Mr. Bruce and Mr. Pyles answered his questions.

Mr. Pyles presented the Operations Manager Report and answered all Board questions. He informed the Board that Mandy Spalding, the Pirtle Spring Water Treatment Plant Supervisor, is currently setting up tours of the HCWD2 treatment plant so that the District's operators can ask questions of the District 2 operators regarding the change to Chloramines. He noted that the District operators would also be attending some training at the Louisville Water Company.

Mr. Clifford presented the Engineering Manager Report and answered all Board questions.

**Consent Agenda:** Chairman Gossett asked if anyone would like to pull any of the items on the current consent agenda out for discussion. Secretary Hockman announced that he would like to discuss agenda item 8, Bid Award - Asphalt Restoration & Spot Repairs. Secretary Hockman then made a motion to approve consent agenda items 4-10, less item 8. Treasurer Tindall seconded the motion and motion passed. (Award bids or purchase contracts to the various lowest responsible bidders received for 2016 treatment chemicals and distribution and collection materials, as shown on the bid summaries / Accept high bid proposal from ISA Recycling of Louisville for the purchase of scrap Iron, copper, and brass and to declare the same items as surplus for disposal and sale / Award bid to lowest bidder, Herrick Company Inc., for the De-Gritter and Conveyor Replacement, for the Fort Knox Wastewater Treatment Plant, to in the amount of \$98,500 / Award bid of contract for the WAS Pump Replacements, for the Fort Knox Wastewater Utility, to Vanguard Construction in the amount of \$125,700 / Award a bid for the 2016 Cured In Place Pipe Installation, for the 2016 Fort Knox Wastewater CIPP project to the low bidder, Layne Inliner LLC., in the amount of \$200,000 / Approve another one year extension to the Letter of Credit for the 2002 Series Adjustable Rate Water Bonds which is being provided by the Cecilian Bank and the Federal Home Loan Bank, dated April 8, 2010, with the same terms and conditions as originally stated extending the Letter of Credit through April 15, 2017, and to authorize the General Manager and or Chairman or other officers to execute any documents as required for this extension.)

**Bid Award - Asphalt Restoration & Spot Repairs:** There was brief discussion about past personal sealing and striping experiences with the apparent low bidder, and Mr. Pyles and Mr. Osborne answered all Board questions, both confirming that the District has had all good experiences with Bid-Rite Paving in the past, but the District had not used them for sealing and striping. Commissioner Williams made a motion to award bid for the Asphalt Restoration and Spot Repairs to Bit Rite Paving at the unit rate of \$22.50 per cubic foot. Commissioner Shelton seconded the motion and motion passed.

**Finance Plan - LWC Interconnect Project:** Mr. Bruce made a slide presentation to the Board and answered questions throughout. He also thanked Mr. Schmuck for his efforts on preparing the finance plan. Commissioner Williams showed



Continued

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appreciation for the graphics and visual aids used during the presentation to the Board. Treasurer Tindall made a motion to authorize staff and legal counsel to submit an application to the Public Service Commission for a Certificate of Public Convenience and Necessity for the LWC Interconnect Project, and include the plan of finance as proposed by staff, with any changes as directed by the Board. Commissioner Williams seconded the motion and motion passed.

**Bid Award - LWC Interconnect Project - County Water:** Mr. Bruce presented the item and offered to answer questions. Commissioner Shelton made a motion to authorize award of the Transmission Main and Pump Station contract to Cleary Construction Inc. in the amount of \$5,971,840 for the Louisville Water Company Interconnect Project, subject to and contingent on Public Service Commission approval and issuance of a Certification of Public Convenience and Necessity. Secretary Hockman seconded the motion and motion passed.

**Rural Development Application - 1882/144 16" Water Transmission Main Project:** Mr. Bruce presented the item and noted that Rural Development has the option to dictate more or less of an increase than what the District has estimated. Commissioner Williams made a motion to authorize staff, legal counsel and engineer to submit an application to Rural Development to obtain a loan of up to \$1,400,000 including a rate increase of no more than 20%, without further Board approval, to repay the new debt service for the 1882/144 Transmission Main extension project to enable the District to supply Meade County Water District with up to 100% of their future water needs, and to submit application at the soonest convenience. Treasurer Tindall seconded the motion and motion passed.

**Options for Janitorial Services:** Mr. Bruce presented the item and answered questions regarding the job description. There was a brief discussion about the working hours, duties required and how the person would provide transportation between sites. Treasurer Tindall made a motion to authorize creation of new Building Attendant, part time position as recommended by staff and authorize the General Manager to fill this position as soon as possible and purchase needed cleaning equipment. Secretary Hockman seconded the motion and motion passed.

**Safety Boots Reimbursement:** Secretary Hockman made a motion to authorize the General Manager and Safety Committee to change the reimbursement amount of steel toed safety shoes to \$150 annually, for employees that qualify. Treasurer Tindall seconded the motion and motion passed.

**Closed Session:** Mr. Bruce noted a need for closed session to discuss litigation. Commissioner Williams made a motion to enter into closed session in order to discuss litigation in accordance with KRS 61.810.1.c. Treasurer Tindall seconded the motion and motion passed. Mr. Bruce remained and all other staff exited the room at this time. Chairman Gossett reconvened open session at 2:08PM.

**Closed Session Action Item:** Treasurer Tindall made a motion to authorize legal counsel to proceed on the litigation item as discussed in closed session. The motion was seconded by Secretary Hockman and motion passed.

**Adjourn:** Secretary Hockman made a motion to adjourn at 2:10 PM. Motion was seconded by and motion passed.

(Minutes submitted by Andrea Palmer, Executive Assistant)

## **APPROVAL OF MINUTES**

I hereby certify that the foregoing minutes were duly approved by the Board of Commissioners of the Hardin County Water District No. 1 at a meeting held on the date shown below:

HARDIN COUNTY WATER DISTRICT No.1

---

Mr. Ron Hockman, Secretary

---

Date Approved

## **Exhibit No. 8**

Proposed Financing Plan

Hardin County Water District No. 1

Application for Certificate of Public Convenience & Necessity

Louisville Water Company Interconnect Project

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Proposed Financing Plan  
Louisville Interconnect Project

Prepared by: Scott Schmuck, CGFM, Finance & Accounting Manager  
Jim Bruce, General Manager

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Using the low bid received on January 15, 2015, the final project cost estimate is \$6,315,239. This includes the construction costs (\$5,971,840), final un-billed design costs (\$93,342), Contract Administration and Resident Project Representative (inspection) costs (\$200,057) and SCADA system equipment and system integrator costs (\$50,000).

The available funding for this amount is planned to be;

\$3,449,322	Available EDC (Economic Development Cabinet) "BRAC" Grant for LWC Project
\$2,600,000	Un-restricted HCWD1 reserves from other funds (re-paid over 6 years)
\$265,917	Un-restricted HCWD1 reserves from the County Water Fund

At the end of December, the BRAC grant balance was \$3,931,011. As required by the LWC project, HCWD1 is also converting their treatment plant to use Chloramines, which is a requirement of the Division of Water. That project is nearing completion and is anticipated to use an estimated \$481,689 of the BRAC grant, leaving the balance (shown above) for the LWC project construction (and engineering / RPR fees).

At the end of December the total unrestricted cash reserves of HCWD1 (see Invested Funds Inventory following) was \$22,758,246. Of this, \$1,515,405 (6.7%) is for the County Water fund and the balance in the other operating funds. HCWD1's Board of Commissioners has adopted a written policy for intra-fund loans between funds. This policy requires a written agreement with a set term, repayment date, payment amounts, frequency of payments and interest rate.

HCWD1 anticipates using the source of cash mostly from the Radcliff Sewer Fund. At the end of December, that fund had an unrestricted cash balance of \$2,929,428. Since HCWD1 took over operations of the Radcliff utility in July, 2015, that utility has seen a marked improvement in net income, restored positive cash flow (see exhibit following). For working capital, the Radcliff utility has available BRAC grant funding of over \$10 million. This will provide sufficient source of capital improvement projects for the next several years.

If for any reason additional short term borrowing is needed to fund this project, HCWD1 has a pre-approved line of credit from the Cecilian Bank. This line is for up to \$5 million. Also, HCWD1 has discussed short term borrowing, if needed, from the Kentucky Rural Water Association - Flexible Loan Program. Letters of commitments from both of these agencies has also been included with this exhibit. As both of these loans or notes have interest rates of between 3.5 and 4.5% plus issuance costs and could require additional bond coverage. HCWD1's Board has chosen to use self financing, from its own reserves, instead of short term borrowing from an outside source.

HCWD1 staff has prepared an 8-Year financial forecast for the County Water Fund (following). This includes 2016 approved budget and projected revenues, operating expenses, net income, bond

coverage, source and use of funds and working capital beginning and year end balances. All of the fund's planned capital expenditures (rows 56 - 66) are included, including the LWC Project, a county water expansion project (KIA Grant funded), a 16 inch transmission main project (RD loan funded), the Chloramine conversion project for the water treatment plant (BRAC grant funded), as well as all other routine and anticipated capital improvement projects.

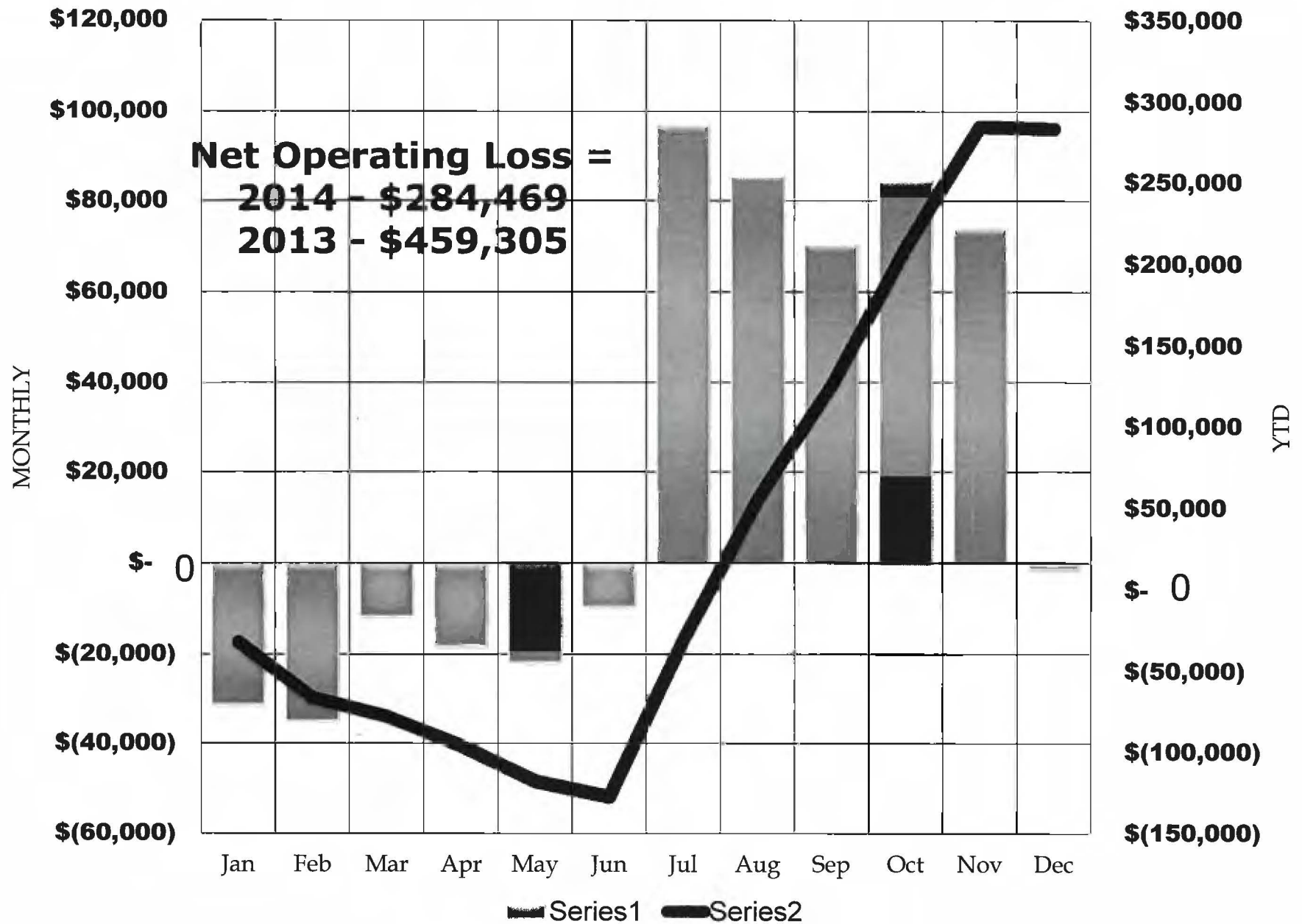
The 8-year plan also includes a 18% rate increase, through a Rural Development (RD) project loan. An application has been filed with Rural Development and approval is expected within 90 days. This is to fund a transmission main extension to support the Meade County Water District's (MCWD's) future supply needs. MCWD has also filed an application with RD to finance a project to add the necessary water mains and pump station to connect to HCWD1's extended 16 inch main. HCWD1's last PSC approved rate increase was in 2007 and was equivalent to a 14.9% revenue increase.

MCWD has requested HCWD1 to supply 100% of their future water needs. Once HCWD1's system converts to Chloramine disinfection, MCWD will no longer be able to purchase water from the City of Brandenburg (which will remain a free chlorine system), which is the reason MCWD requested to purchase all their future supply from HCWD1. The increased water sales revenues for HCWD1 is reflected in the 8-Year projection (row 9).

HCWD1's Board of Commissioners reviewed and approved this proposed financing plan at their January 28, 2016 meeting. The minutes of that meeting are also enclosed. This proposed plan of finance will not require a rate increase or additional long term debt and will not negatively degrade HCWD1's financial position, bond rating or ability to operate.

<u>Name of Account</u>	<u>Rate</u>	<u>Balance</u>	<u>Mkt Val</u>	<u>Accr'd Inc</u>	<u>Earnings</u>	<u>Fees</u>	<u>R = Restrict</u>	<u>Current Investment</u>	<u>Invested By</u>	<u>Maturity</u>
Water Revenue/O&M	0.250%	159,068.12	159,068.12	0.00	62.12		U = Unrest	Cecilian Bank	Cecilian Bank	
Water Savings	0.100%	565,403.30	565,403.30	0.00	48.01		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 Savings-Water Fund	0.000%	1,040.98	1,040.98	0.00	0.00		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
HCWD1 CD-Water Fund	1.000%	127,257.68	127,257.68	320.76	108.08		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	04/11/16
HCWD1 CD-Water Fund	1.100%	662,634.93	662,634.93	1,018.46	619.06		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	01/11/17
2002 Sinking Fund - Principal	0.000%	93,333.34	93,333.34				R = Restrict	Cecilian Bank	Cecilian Bank	
2002 Sinking Fund - Interest	0.000%	138.56	138.56				R = Restrict	Cecilian Bank	Cecilian Bank	
2005 Depreciation Fund	0.160%	753,942.85	753,942.85	162.83	162.83		R = Restrict		U S Bank	
2005 Debt Serv Res	0.160%	594,519.03	594,519.03	128.40	128.40		R = Restrict	First American Govt Oblig Fd	U S Bank	
2005 Sinking Fund	0.160%	201,991.14	201,991.14	39.37	39.37		R = Restrict	First American Govt Oblig Fd	U S Bank	
<b>Subtotal Water Fund</b>		<b>3,159,329.93</b>	<b>3,159,329.93</b>	<b>1,669.82</b>	<b>1,167.87</b>	<b>0.00</b>				
Ft. Knox Sewer Revenue/O&M	0.250%	2,171,156.72	2,171,156.72	0.00	508.97		U = Unrest	Cecilian Bank	Cecilian Bank	
Ft. Knox Sewer Savings	0.100%	1,626.74	1,626.74	0.00	0.14		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 Savings-Ft. Knox Sewer Fund	0.000%	1,019.70	1,019.70	0.00	0.00		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
Ft. Knox Sewer Money Market	0.12%	80,276.57	80,276.57		8.18		U = Unrest	Cecilian Bank	Cecilian Bank	
<b>Subtotal Ft. Knox Sewer Fund</b>		<b>2,254,079.73</b>	<b>2,254,079.73</b>	<b>0.00</b>	<b>517.29</b>	<b>0.00</b>				
Ft. Knox Stormwater Revenue/O&M	0.25%	627,625.65	627,625.65	0.00	142.10		U = Unrest	Cecilian Bank	Cecilian Bank	
Ft. Knox Stormwater Money Market	0.12%	70,634.15	70,634.15		7.20		U = Unrest	Cecilian Bank	Cecilian Bank	
<b>Subtotal Ft. Knox Stormwater Fund</b>		<b>698,259.80</b>	<b>698,259.80</b>	<b>0.00</b>	<b>149.30</b>	<b>0.00</b>				
Radcliff Sewer Revenue/O&M	0.250%	2,867,486.31	2,867,486.31	0.00	606.59		U = Unrest	Cecilian Bank	Cecilian Bank	
Rad Sewer Bus. Part. MM KIA Maint & Rep:	0.120%	341,742.69	341,742.69		34.83		R = Restrict	Cecilian Bank	Cecilian Bank	
Radcliff Sewer Business Partner MM	0.120%	60,921.96	60,921.96		6.20		U = Unrest	Cecilian Bank	Cecilian Bank	
HCWD1 Savings-Radcliff Sewer Fund	0.000%	1,019.70	1,019.70	0.00	0.00		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
<b>Subtotal Radcliff Sewer Fund</b>		<b>3,271,170.66</b>	<b>3,271,170.66</b>	<b>0.00</b>	<b>647.62</b>	<b>0.00</b>				
Ft. Knox Water Revenue/O&M	0.25%	12,196,005.46	12,196,005.46	0.00	2,514.35	0.00	U = Unrest	Cecilian Bank	Cecilian Bank	
Ft. Knox Water Money Market	0.12%	53,255.85	53,255.85		5.43		U = Unrest	Cecilian Bank		
Ft. Knox Water Savings	0.00%	5.00	5.00				U = Unrest	Ft. Knox Federal Credit Union	FKFCU	
Ft. Knox Water CD	1.00%	3,111,806.95	3,111,806.95	7,843.45	2,642.90		U = Unrest	Ft. Knox Federal Credit Union	FKFCU	5/22/2016
		<b>15,361,073.26</b>	<b>15,361,073.26</b>	<b>7,843.45</b>	<b>5,162.68</b>	<b>0.00</b>				
<b>Total</b>		<b>24,743,913.38</b>	<b>24,743,913.38</b>	<b>9,513.27</b>	<b>7,644.76</b>	<b>0.00</b>				

# Radcliff Sewer - 2015 Net Income





*Proudly Serving  
Local Communities  
Since 1903!*



**The  
Cecilian  
Bank**

1808 N. Dixie Ave.  
Elizabethtown,  
Kentucky 42701



1/04/16

Hardin County Water District #1  
1400 Rogersville Rd.  
Radcliff, KY 40160-9343

Re: Revolving Line of Credit, Loan request amount of \$5,000,000.00,  
plus \$150.00 Transaction Fee  
Interest rate, Prime, due quarterly  
Maturity\*, see below

Purpose: To replace a revolving Line of Credit in the amount of \$2.5 million.

Gentlemen:

After closing the funds will be available to the Water District in order to complete various construction projects at their discretion. The Water District will provide an excerpt from their board minutes authorizing the transaction and indicating who would be signing on behalf of the Water District.

The original Revolving Line of Credit will have a maturity date of \*May 15, 2017 and may be renewed on an annual basis there after subject to normal underwriting standards. In May of 2016 the Water District commits to providing audited financial statements to the bank. After receiving current audited financials, (March, 2017), the line will be renewed on a 12 month basis.

This commitment has been approved under normal underwriting standards and has been approved by the Board of Directors.

Please feel free to contact me at 2770-737-1593.

Regards,

Donald B. Wise  
Senior Executive Officer

DBW/mkp

---

*Your Bank of Choice in Hardin, Grayson, Breckinridge and Meade Counties*

CECILIA 270-862-3294 ~ RINEYVILLE 270-737-1008 ~ HILLCREST 270-737-3750 ~ OAKLAWN 270-737-1593  
SONORA 270-369-6230 ~ VINE GROVE 270-877-6200 ~ LEITCHFIELD 270-259-2233 ~ PROSPECT POINTE 270-763-0565  
RADCLIFF 270-351-3388 ~ LEITCHFIELD DOWNTOWN 270-259-3127 ~ HARDINSBURG 270-756-2154  
BRANDENBURG 270-422-2265 ~ CUSTOMER SUPPORT CENTER, DOWNTOWN ELIZABETHTOWN ~ 270-982-4TCB



## Kentucky Rural Water Finance Corporation

Helping utilities finance infrastructure improvements

December 18, 2015

Mr. Jim Bruce  
Hardin County Water District #1  
1400 Rogersville Road  
Radcliff, Kentucky 40160

RE: Funding through the Kentucky Rural Water Finance Corporation

Dear Mr. Bruce

It is my understanding that the Water District would like to pursue financing for an upcoming project and would like to consider borrowing funds through the Kentucky Rural Water Finance Corporation's Flexible Term Finance Corporation.

Please accept this document as a letter of intent to provide financing to the Hardin County Water District #1. This commitment is contingent upon receipt and execution of all final loan documents, as well as the Water District's ability to meet debt service coverage of 1.20x using Maximum Annual Debt Service including the new debt. Once a bond sale occurs to lock in the rate, the executed loan documents (prepared by bond counsel, Rubin & Hays) are returned to the Kentucky Rural Water Finance Corporation and all regulatory conditions met, funding for your project will be available.

Thank you for your interest in the Kentucky Rural Water Finance Corporation's Flexible Term Finance Program. Should you have any questions, please feel free to contact me at 270.843.2291.

Sincerely,

Gary Larimore  
Secretary/Treasurer

GL:bs

cc: Ms. Kristen Millard, Raymond James & Associates, Inc.

Exhibit 8										
Hardin County Water District No.1										
Louisville Water Company Interconnect Project										
8 Year Financial Forecast - Proposed										
Period: 2016 - 2023										
LINE	ITEM	Approved 2015	Budget 2016	Projected 2017	Projected 2018	Projected 2019	Projected 2020	Projected 2021	Projected 2022	Projected 2023
COUNTY WATER UTILITY:										
1	OPERATING REVENUES:									
2	(Rate Increase Proposed)	0.0%	8.6%	8.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
3	Interest on investments	\$ 8,700	\$ 7,800	\$ 7,400	\$ 6,400	\$ 4,400	\$ 4,400	\$ 5,300	\$ 5,300	\$ 6,000
4	Customer Meter Charges	\$ 710,000	\$ 769,171	\$ 835,628	\$ 841,895	\$ 848,209	\$ 848,209	\$ 854,571	\$ 854,571	\$ 860,980
5	Water Sales:	\$ 2,943,600	\$ 3,307,653	\$ 3,947,514	\$ 3,977,121	\$ 4,006,949	\$ 4,006,949	\$ 4,037,001	\$ 4,037,001	\$ 4,067,279
6	Residential	\$ 1,746,100	\$ 2,023,637	\$ 2,198,480	\$ 2,214,968	\$ 2,231,580	\$ 2,231,580	\$ 2,248,317	\$ 2,248,317	\$ 2,265,180
7	Multi-Family	\$ 165,500	\$ 171,543	\$ 186,364	\$ 187,762	\$ 189,170	\$ 189,170	\$ 190,589	\$ 190,589	\$ 192,018
8	Commercial	\$ 258,000	\$ 272,686	\$ 296,247	\$ 298,468	\$ 300,707	\$ 300,707	\$ 302,962	\$ 302,962	\$ 305,234
9	Wholesale	\$ 774,000	\$ 839,787	\$ 1,266,424	\$ 1,275,922	\$ 1,285,492	\$ 1,285,492	\$ 1,295,133	\$ 1,295,133	\$ 1,304,847
10	RD Rate Increase Impact	\$ -	\$ 315,671	\$ 352,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Other revenues	\$ 361,098	\$ 358,600	\$ 361,290	\$ 363,999	\$ 366,729	\$ 366,729	\$ 369,480	\$ 369,480	\$ 372,251
12	TOTAL-OPERATING REVENUES	\$ 4,023,398	\$ 4,443,225	\$ 5,151,831	\$ 5,189,415	\$ 5,226,287	\$ 5,226,287	\$ 5,266,351	\$ 5,266,351	\$ 5,306,509
13	OPERATING EXPENSES:									
14	Administration Total:	\$ 1,741,961	\$ 1,691,568	\$ 2,296,257	\$ 2,436,541	\$ 2,431,198	\$ 2,397,493	\$ 2,390,766	\$ 2,355,252	\$ 2,355,756
15	- Other Admin Oper Expenses	\$ 548,454	\$ 496,442	\$ 436,590	\$ 445,322	\$ 454,228	\$ 454,228	\$ 463,313	\$ 463,313	\$ 472,579
16	- Fixed Charges	\$ 50,784	\$ 45,400	\$ 46,308	\$ 47,234	\$ 48,179	\$ 48,179	\$ 49,142	\$ 49,142	\$ 50,125
17	- Depreciation	\$ 971,034	\$ 994,724	\$ 1,302,853	\$ 1,409,000	\$ 1,427,000	\$ 1,427,000	\$ 1,445,000	\$ 1,445,000	\$ 1,464,000
18	- Purchased Water	\$ 113,000	\$ 109,100	\$ 325,718	\$ 325,718	\$ 325,700	\$ 325,700	\$ 325,700	\$ 325,700	\$ 325,700
19	- Debt Service Interest	\$ 232,300	\$ 212,500	\$ 254,796	\$ 224,288	\$ 193,050	\$ 161,305	\$ 128,513	\$ 95,007	\$ 67,650
20	- FKW Allocations (Credit to Water)	\$ (173,612)	\$ (166,598)	\$ (70,008)	\$ (63,502)	\$ (63,502)	\$ (63,502)	\$ (63,502)	\$ (63,502)	\$ (63,502)
21	- New RD Debt Service Interest	\$ -	\$ -	\$ 42,706	\$ 42,168	\$ 41,613	\$ 41,039	\$ 40,447	\$ 39,835	\$ 39,203
22	- New Short Term Loan Interest	\$ -	\$ -	\$ 7,690	\$ 6,312	\$ 4,930	\$ 3,544	\$ 2,153	\$ 758	\$ -
23	Source of Supply	\$ 19,700	\$ 16,500	\$ 17,876	\$ 18,200	\$ 18,600	\$ 18,600	\$ 19,000	\$ 19,000	\$ 19,400
24	Treatment	\$ 916,060	\$ 962,364	\$ 1,084,087	\$ 1,105,800	\$ 1,127,900	\$ 1,127,900	\$ 1,150,500	\$ 1,150,500	\$ 1,173,500
25	Customer Service	\$ 272,426	\$ 286,939	\$ 292,700	\$ 298,600	\$ 304,600	\$ 310,700	\$ 316,900	\$ 323,200	\$ 329,700
26	Transmission/Distribution	\$ 720,291	\$ 706,761	\$ 737,399	\$ 752,100	\$ 767,100	\$ 782,400	\$ 798,000	\$ 814,000	\$ 830,300
27	Maintenance	\$ 85,547	\$ 81,133	\$ 82,800	\$ 84,500	\$ 86,200	\$ 87,900	\$ 89,700	\$ 91,500	\$ 93,300
28	Year End Adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29	Long Term Lease/Purchase	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
30	Large Repair Proj / Requested Items	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	TOTAL-OPERATING EXPENSES	\$ 3,755,985	\$ 3,745,265	\$ 4,511,119	\$ 4,695,741	\$ 4,735,598	\$ 4,724,993	\$ 4,764,866	\$ 4,753,452	\$ 4,801,956
32	NET OPERATING INCOME (LOSS)	\$ 267,413	\$ 697,960	\$ 640,712	\$ 493,674	\$ 490,689	\$ 501,294	\$ 501,486	\$ 512,899	\$ 504,554
33	Income Margin (Income to Revenues)	6.6%	15.7%	12.4%	9.5%	9.4%	9.6%	9.5%	9.7%	9.5%
34	Bond Coverage Calculation:									
35	Debt Service (with 1.20)	\$ 598,056	\$ 597,175	\$ 654,794	\$ 652,676	\$ 649,938	\$ 651,582	\$ 652,400	\$ 647,394	\$ 651,769
36	Available Coverage	\$ 1,443,147	\$ 1,880,484	\$ 2,166,946	\$ 2,108,398	\$ 2,105,120	\$ 2,096,796	\$ 2,095,214	\$ 2,086,009	\$ 2,075,407
37	Bond Coverage Ratio ->	2.41	3.15	3.31	3.23	3.24	3.22	3.21	3.22	3.18
38	Required Ratio ->	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20	1.20
39	\$ Excess/(Shortage)	\$ 845,091	\$ 1,283,309	\$ 1,512,151	\$ 1,455,723	\$ 1,455,182	\$ 1,445,213	\$ 1,442,813	\$ 1,438,615	\$ 1,423,637
40	Debt Service (Subord)	\$ 307,600	\$ 304,700	\$ 801,685	\$ 798,296	\$ 784,796	\$ 771,406	\$ 757,796	\$ 744,296	\$ -
41	Surplus / (Shortage)	\$ 537,491	\$ 978,609	\$ 710,466	\$ 657,426	\$ 670,386	\$ 673,807	\$ 685,017	\$ 694,318	\$ 1,423,637
42	Rate Adj Req'd ->	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43	SOURCE OF FUNDS:									
44	Net Operating Income (Loss)	\$ 267,413	\$ 697,960	\$ 640,712	\$ 493,674	\$ 490,689	\$ 501,294	\$ 501,486	\$ 512,899	\$ 504,554
45	Depreciation Expense	\$ 971,034	\$ 994,724	\$ 1,302,853	\$ 1,409,000	\$ 1,427,000	\$ 1,427,000	\$ 1,445,000	\$ 1,445,000	\$ 1,464,000
46	Other Non-Cash Amortized Costs	\$ 53,100	\$ 46,500	\$ 47,105	\$ 47,717	\$ 48,337	\$ 48,966	\$ 49,602	\$ 50,247	\$ 50,900
47	WME Advance Payments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
48	Water Connection Charges	\$ 22,500	\$ 22,500	\$ 28,125	\$ 42,188	\$ 42,188	\$ 42,188	\$ 42,188	\$ 42,188	\$ 42,188
49	Use of Reserves	\$ -	\$ 145,000	\$ 120,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50	New RD Bond Proceeds	\$ -	\$ 1,318,098	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	New ST Loan Proceeds	\$ -	\$ 2,600,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
52	Grant Proceeds	\$ 2,102,800	\$ 3,249,000	\$ 1,580,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
53	Year-end cash adjustments	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
54	TOTAL-SOURCES	\$ 3,416,847	\$ 9,073,782	\$ 3,719,711	\$ 1,992,578	\$ 2,008,213	\$ 2,019,447	\$ 2,038,275	\$ 2,050,333	\$ 2,061,641
55	USE OF FUNDS:									
56	Source of Supply	\$ 20,650	\$ 2,500	\$ 2,500	\$ 7,500	\$ 2,500	\$ 2,500	\$ 7,500	\$ 2,500	\$ 2,500
57	General Plant	\$ 84,563	\$ 86,307	\$ 50,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
58	Treatment	\$ 773,011	\$ 227,390	\$ 263,610	\$ 10,000	\$ 15,000	\$ 30,000	\$ 50,000	\$ 50,000	\$ 50,000
59	Distribution/Transmission	\$ 1,710,583	\$ 6,376,241	\$ 2,676,095	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000
60	AMR Program	\$ 160,000	\$ 497,420	\$ 328,710	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 175,000
61	Capitalized HCWD1 Salaries	\$ 180,217	\$ 215,327	\$ 219,633	\$ 224,026	\$ 228,506	\$ 228,506	\$ 233,077	\$ 233,077	\$ 237,738
62	Capital Improvements (Total):	\$ 2,929,024	\$ 7,405,185	\$ 3,540,548	\$ 598,526	\$ 601,006	\$ 616,006	\$ 645,577	\$ 640,577	\$ 695,238
63	Bond Principal Payments	\$ 665,000	\$ 680,000	\$ 705,000	\$ 730,000	\$ 745,000	\$ 765,000	\$ 785,000	\$ 800,000	\$ 825,000
64	New RD Debt Principal Payments	\$ -	\$ -	\$ 16,413	\$ 16,951	\$ 17,507	\$ 18,080	\$ 18,673	\$ 19,284	\$ 19,916
65	New Short Term Loan Payments	\$ -	\$ -	\$ 429,875	\$ 431,252	\$ 432,634	\$ 434,021	\$ 435,412	\$ 436,807	\$ -
66	WME Reimbursements	\$ 13,336	\$ 6,670	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
67	TOTAL-USES	\$ 3,607,360	\$ 8,091,855	\$ 4,691,836	\$ 1,774,729	\$ 1,796,147	\$ 1,833,107	\$ 1,884,661	\$ 1,896,668	\$ 1,240,154
68	WORKING CAPITAL SUMMARY:									
69	Beginning Balance-Working Capital	\$ 1,405,013	\$ 1,515,405	\$ 2,207,332	\$ 993,373	\$ 1,211,222	\$ 1,211,222	\$ 1,423,288	\$ 1,423,288	\$ 1,576,954
70	Increase <Decrease>	\$ 110,392	\$ 691,927	\$ (1,213,959)	\$ 217,849	\$ 212,066	\$ 186,340	\$ 153,615	\$ 153,666	\$ 821,487
71	% Cash Incr of Total Revenues	\$ 0	15.6%	-23.6%	4.2%	4.1%	3.6%	2.9%	2.9%	15.5%
72	Ending Balance-Working Capital	\$ 1,515,405	\$ 2,207,332	\$ 993,373	\$ 1,211,222	\$ 1,423,288	\$ 1,397,562	\$ 1,576,903	\$ 1,576,954	\$ 2,398,441

**Exhibit No. 9**

Estimated Added Cost of Operation

Hardin County Water District No. 1  
Application for Certificate of Public Convenience & Necessity  
Louisville Water Company Interconnect Project

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## EXHIBIT 9

### Hardin County Water District No.1

Louisville Water Company Interconnect Project

Estimated Cost of Operations - to USoA Account Changes (Listing impacted accounts only)

#### Pro Forma Income Statement

Prepared by Scott Schmuck, CGFM, HCWD1 Finance & Accounting Manager

Acct. (a)	Account Name (b)	Y-T-D 2015 Operations (c)	2017 Pro Forma Adjustments (d)	Adj. Ref. (e)	2017 Pro Forma Operations (f)	% Chng (g)
403.0	Depreciation Expenses	\$985,903	\$ 210,508	1	\$1,196,411	21.4%
610.0	Purchased Water	\$75,743	(\$10,282)	2	\$65,461	-13.6%
615.0	Purchased Power	\$10,473	\$ 13,160	3	\$23,633	125.7%
620.0	Materials & Supplies	\$7,075	\$ 1,941	4	\$9,016	27.4%
650.0	Transportation Fuel & Repairs	\$33,767	\$ 200	5	\$33,967	0.6%
<b>TOTALS &gt;</b>		<b>\$1,112,961</b>	<b>\$ 215,527</b>		<b>\$1,328,488</b>	<b>19.4%</b>

#### Column (e) Adjusting Reference Notes

- 1 LWC Interconnect project costs depreciated over 30 years (expected to book as asset in mid, 2017)
- 2 Decreased Purchased Water Costs in 2017 by buying from LWC instead of Ft. Knox (beginning in 2017, base amount of 27,800 MG)
- 3 Est provided by HDR & LG&E rates. Assumes 95% can be run during offpeak and 5% during peak rates
- 4 Assumes 21.4% increase in materials and supplies for maintaining new pump station facility
- 5 Assumes slight increase in fuel costs for additional 32 mile round trip to pump station