



## KENTUCKY INFRASTRUCTURE AUTHORITY

**Andy Beshear**  
Governor

100 Airport Road  
Frankfort, Kentucky 40601  
(502) 573-0260  
<https://kia.ky.gov>

**Sandy Williams**  
Executive Director

March 17, 2022

A handwritten signature in black ink that reads "Benny Drury" with a stylized flourish at the end.

~~Matthew Coyle~~  
Chairman  
South Woodford Water District  
117 D Crossfield Dr  
Versailles, KY 40383

### KENTUCKY INFRASTRUCTURE AUTHORITY CONDITIONAL COMMITMENT LETTER KIA Grant Number 21CWW222 WRIS Project Number WX21239038

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the South Woodford Water District (the "Grantee") in the amount of \$225,458 for the SWWD - Comprehensive System Rehabilitation Project project. We look forward to working with you to successfully complete your Project!

Please be aware that these CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

An Assistance Agreement will be executed between the Authority and the Grantee upon satisfactory performance of the conditions set forth in Attachment A. Funds will be available for disbursement only after execution of the Assistance Agreement.

During the course of implementing your project, please inform the Authority of any changes in the project scope and financing plan as soon as possible.

**TEAM**  
**KENTUCKY**

An Equal Opportunity Employer M/F/D

We wish you every success for this project, which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams,  
Executive Director

Attachments

cc: Karyn Leverenz, Project Administrator  
Matt Coyle, South Woodford Water District  
Jeff Dwain Reynolds, Haworth, Meyer & Boleyn, Inc.  
Don Schierer, KIA Grant Analyst  
File

Please sign and return a copy of this letter indicating your acknowledgement and acceptance of the commitment and its terms and conditions incorporated by reference and in the Attachments and Exhibits.

→   
Accepted

3/28/22  
Date

**ATTACHMENT A**  
**GRANT TERMS AND CONDITIONS**

South Woodford Water District

The Conditional Commitment Letter and a subsequent Assistance Agreement between the Grantee and the Kentucky Infrastructure Authority shall be subject, but not limited, to the timely compliance with the following terms and conditions.

**Terms**

1. The grant award shall not exceed \$225,458 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW) and/or the Kentucky Public Service Commission, if any, shall be obtained by the Grantee prior to project bid.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10. If Cleaner Water Program funds are used in conjunction with any other federal funds including but not limited to programs of the EPA, USDA, HUD, CDBG, ARC or other federal agencies, the Cleaner Water Program funds shall comply with these agencies' program requirements, regulations, and laws such as compliance with the Davis-Bacon Act, the Federal Environmental Protection Act and others.
11. SAM.gov Requirements. Grantees are required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).
12. All correspondence and document sharing between the Authority and the Grantee shall be by email and portable document format (.pdf) attached to email.

### Conditions

The following is a list of the standard conditions to be satisfied either prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. The Grantee shall provide completed documentation marked with the corresponding Exhibit Number related to each condition. Forms and document templates for each condition are provided in Attachment C. All required documentation must be submitted to the staff member of the Authority assigned to the Grantee.

1. The Project Profile (WX21239038) shall be updated to accurately reflect project data and mapping information effective as of the date certified in **Exhibit 1**.  
  
Documentation of final funding commitments from all parties other than the Authority as identified in the Budget Tab of the updated Project Profile shall be submitted with Exhibit 1. Documentation shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.
2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority. **Exhibit 2**
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority. **Exhibit 3**

**Conditions 1 – 3 must be completed and copies of the respective Exhibits returned to the Authority with this signed Conditional Commitment Letter.**

After providing the Authority with the signed Conditional Commitment Letter and Exhibits 1 through 3, the Grantee shall continue to complete Conditions 4 through 11 and return

the associated Exhibits and documentation to the Authority. Upon completion of the Conditions, the Authority will forward the Assistance Agreement to the Grantee for execution. The Authority may incorporate any unsatisfied conditions into the Assistance Agreement.

4. At an official meeting of its governing body, the Grantee shall approve acceptance of the Grant and the Assistance Agreement, amend its annual budget accordingly, and designate an Authorized Official to sign all appropriate documents. **Exhibit 4**
5. Legal Counsel for the Grantee must provide an opinion to the Authority as to the legality of Grantee accepting the grant, approving the Assistance Agreement, designating an Authorized Official, and the certificate of Recording Officer. **Exhibit 5**
6. The Grantee shall contract with an Engineer licensed in Kentucky and agree to the fee amount limitation as determined by the most recent USDA Rural Development Utility Program Fee Guide by jointly signing **Exhibit 6**.

The Grantee may request 50% of the engineering design fee as budgeted in the Project Profile when the Project plans and specifications are submitted to the Kentucky Division of Water (DOW). The balance of that fee may be requested once the Grantee provides a copy of the plans approval letter from DOW to the Authority.

7. The Grantee shall provide documentation of Kentucky eClearinghouse Endorsement and eClearinghouse Comments. **Exhibit 7**

Any significant changes or additions to the Project, deviating from the original scope of work described in the Project Profile, may require a new or amended eClearinghouse Endorsement, as determined by the eClearinghouse or the Authority.

8. The Grantee shall submit the DOW Plans approval letter to the Authority. **Exhibit 8**
9. The Grantee shall complete and submit the bid package to the Authority within 14 days of bid opening, which bid package shall include:
  - a. Engineer's Approval of "as-bid" project budget, with Engineer's signature;
  - b. Affidavit of Publication with Tear Sheet of Advertisement;
  - c. Certified Bid Tabs with Engineer's seal, number and signature;
  - d. Clear Site Certificates for each parcel of real property and easements, with date and signatures of the Grantee and Title Counsel.

**Exhibit 9**

The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all

other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years.

**Exhibit 10**

10. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator. **Exhibit 11**

**ATTACHMENT B  
PROJECT BUDGET**

**CWP PROJECT BUDGET**

Project Title: SWWD - Comprehensive System Rehabilitation Project

WRIS#: WX21239038

Project Budget: Estimated  enter date As Bid  enter date Revised  enter date

Cost Classification	CWP Grant 21CWW222	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses								
2	Legal Expenses								
3	Land, Appraisals, Easements								
4	Relocation Expense & Payments								
5	Planning								
6	Engineering Fees - Design								
0	Engineering Fees - Construction								
8	Engineering Fees - Inspection								
9	Engineering Fees - Other								
10	Construction								
11	Equipment								
12	Miscellaneous								
13	Contingencies								
	<b>Total</b>								

Funding Sources	Amount	Date Committed
1		
2		
3		
4		
5		
	<b>Total</b>	

Construction Cost Categories	Funding Source	Total Cost
Treatment		
Transmission and Distribution		
Transmission and Distribution: Lead Remediation Source		
Storage		
Purchase of Systems		
Restructuring		
Land Acquisition		
<b>TOTAL CONSTRUCTION COSTS</b>		

Local Funding Sources	Amount	Date Committed
1		
2		
	<b>Total</b>	

**Total Funding**                     -



## ATTACHMENT C

### CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

**Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.**

- Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile
- Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application
- Exhibit 3 Copy of the Transparency Act Reporting Information Form

**Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.**

- Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)  
B) Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 6 A) Copy of the Engineering Services Contract; and  
B) Grantee & Engineer Fee Confirmation

**Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.**

- Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.
- Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.
- Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

**EXHIBIT 1****CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System as of April 12, 2022 by the Grantee's Authorized Official and Project Administrator.

(date)

Project Administrator: Matthew Coyle

EXHIBIT 2

EZ VENDOR REGISTRATION APPLICATION

A Vendor Number must be obtained on-line through the Kentucky Cabinet for Finance and Administration. This Vendor Number is *required for Grantee to receive payments from the Authority.*

[Vendor Registration Guide](#)

[Link to the Vendor Self Service Site](#)

The Grantee's Vendor Number is KY0052625.

Project Administrator: Matthew Coyle

Grant Number: 21CWW222

**EXHIBIT 3**  
**TRANSPARENCY ACT REPORTING INFORMATION FORM**  
**CLEANER WATER PROGRAM GRANT**

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a DUNS No. or as soon as you receive your DUNS No. and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

Grantee Name:	
Data Universal Numbering system (DUNS) No.*:	
KIA Grant Number	21CWW222
CWP Project Number:	WX21239038
Street Address	
City, State and Zip (Zip must include 4-digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	District #6

\*If the DUNS No. provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

DUNS Name	
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\*If the recipient has not yet obtained a DUNS Number, please do so upon receipt of the Authority's Conditional Commitment letter and provide notification to the Authority of the number once issued. For instructions on DUNS registration, please see information at the bottom of this page.

Physical Location of Project (Primary Place of Performance)

Street Address	117-D Crossfield Drive
City, State and Zip (Zip must include 4-digit extension)	Versailles, Ky 40383-1844
Federal Congressional District(s) of Project Location	District #6

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	No
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	No
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	Yes

DUNS Registration Information: <http://fedgov.dnb.com/webform> or 1-866-705-5711.

Registration can be completed over the phone or via the web. Phone registration requests take approximately 10 minutes and are free. Internet requests are fulfilled within 24 hours.

**EXHIBIT 4****RESOLUTION****RESOLUTION OF THE SOUTH WOODFORD WATER DISTRICT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTANCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE SOUTH WOODFORD WATER DISTRICT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

WHEREAS, the South Woodford Water District (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project; and

WHEREAS, in order to obtain a grant from the Cleaner Water Program for the Project, and administered by the Authority, the Grantee is required to enter into an assistance agreement (the "Agreement") with the Authority.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the South Woodford Water District as follows:

SECTION 1. The Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority to provide the necessary funds to the Grantee for the Project.

SECTION 2. That Matthew Coyle is hereby designated to be the Grantee's "Authorized Official" for this Project and is hereby directed and empowered by the Grantee to execute the Agreement, related documents and agreements, and to otherwise act on behalf of the Grantee to effect such grant award.

SECTION 3. That the Grantee hereby agrees and commits to include, by amendment to its annual budget and audit process, the receipts and expenditures of funds subject to the Agreement up to and including the date of Project closeout.

SECTION 4. That this resolution shall take effect at the earliest time provided by law.

ADOPTED on April 12, 2022.

**SOUTH WOODFORD WATER DISTRICT**

  
\_\_\_\_\_  
Authorized Signatory

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 12<sup>th</sup>, 2022; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on April, 2022, 12<sup>th</sup> day.

David W. Huda  
Secretary/Clerk

**EXHIBIT 5****OPINION OF LEGAL COUNSEL  
RELATING TO GRANTEE RESOLUTION**

(Content below to be placed on letterhead of Legal Counsel for Grantee)

(Date)

Kentucky Infrastructure Authority  
100 Airport Road, Third Floor  
Frankfort, Kentucky 40601

RE: Grant Assistance Agreement by and between Kentucky Infrastructure Authority and Grantee, dated as of \_\_\_\_\_, 202\_\_.

Ms. Sandy Williams:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and serves as legal counsel to the South Woodford Water District, hereinafter referred to as the "Grantee". I am familiar with the organizational structure and operations of the Grantee and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the utility infrastructure project (the "Project") for which the Grant Assistance Agreement (the "Agreement") between the Kentucky Infrastructure Authority (the "Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the legislation of the governing body authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a (unit of local government, or a special purpose governmental entity or a corporation) of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation of the Grantee, enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency, or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.



3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate, or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were in place or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,

**EXHIBIT 6****ENGINEERING SERVICES**

**If the Grantee's Project requires professional engineering services, such services shall be properly procured in accordance with KRS 45A.730 to 45A.750.**

- A. A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.
- B. The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

Consequently, when services of a professional engineer are required for the Grantee's Project, the Grantee and the Project Engineer must confirm, by signature below, that:

**Exhibit 6B** The Grantee and the Professional Engineer concur and hereby state that the total dollar amount for all professional engineering services provided to the Grantee by the Engineer relating to the Project, as set out in the Project Profile, to be paid in sum, cumulatively, over the course of Project implementation, shall be less than or not to exceed the fee amounts as set out in the approved Project Profile Budget, as determined by the Engineer. Higher amounts for materials costs and construction costs than those estimated as contained in the Project Profile, as may result from Project bidding, do not warrant an increase in Engineering Fees unless the Project must be re-bid or infrastructure components must be re-designed as a consequence of bid-price overages. Further, it is understood that any proposed amendment to the Engineering Contract, as relates to the Grantee's Project is subject to prior written approval of the Authority.

**Grantee Authorized Official:** \_\_\_\_\_  
*Signature*

**Professional Engineering Firm:** \_\_\_\_\_

**Professional Engineer:** \_\_\_\_\_  
*Signature*

**EXHIBIT 7**

**COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS**

**Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly.**

**For purposes of the KY eClearinghouse, these funds are listed in the Catalog of Federal Domestic Assistance as ALN 21.027**

[Link to eClearinghouse](#)

**EXHIBIT 8**

**COPY OF KENTUCKY DIVISION OF WATER APPROVAL LETTER  
FOR  
ENGINEER'S PROJECT PLANS & SPECIFICATIONS**

**EXHIBIT 9**

**THE BID PACKAGE**

**Provide a signed copy of each of the following elements of the Bid Package to the Authority within 14 days of bid opening:**

- 1) Engineer's Approval of "as-bid" project budget, with Engineer's signature.
- 2) Affidavit of Newspaper Publication with Tear Sheet of Advertisement.
- 3) Certified Bid Tabs with Engineer's seal, number, and signature.

**EXHIBIT 9**

**CLEAR SITE CERTIFICATE – CWP Grantee**

I \_\_\_\_\_, the Authorized Official of the South Woodford Water District, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

I certify that the Grantee will not use Cleaner Water Program Funds for the purchase of real property (including easements) unless the purchase is from a willing seller.

I certify that, if another water or wastewater entity is served by the Project identified above, either the Grantee cited above or the entity to be served has acquired real property including easements and rights-of-way required for the proposed service.

I certify that the Title Attorney's Certification given on the attached certificate covers all real property including easements and rights-of way required for construction, operation and maintenance of the Grantee's project identified above.

I further certify that all real property, including easements required for the Grantee's project identified above, was acquired in accordance with the requirements of the Surface Transportation and Uniform Relocation Assistance Act of 1987 as set forth in 49 CFR Part 24.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Grantee's Authorized Official

\_\_\_\_\_  
Title (Chairman, Mayor, Commissioner, Manager, Superintendent, etc.)

**EXHIBIT 9****CLEAR SITE CERTIFICATE – Title Attorney**

I, \_\_\_\_\_, an Attorney at Law, acting as Title Counsel to the South Woodford Water District (the "Grantee"), the owner of the Project cited above, do hereby certify:

1. That I have investigated and ascertained the location of and am familiar with the legal description of the site or sites being provided by the Grantee for all elements of the Project identified above to be constructed (modified, extended, improved, altered) operated and maintained in and upon such site or sites.
2. That I have examined the deed records of the county or counties in which such Project is to be located, and in my opinion the Grantee has a legal and valid fee simple title or such other estate or interest in the site of the Project, including necessary easements and rights-of-way sufficient to assure undisturbed use and possession for the purpose of construction, operation and maintenance for the estimated life of the Project.
3. That any deeds or documents required to be recorded in order to protect the title of the owner and the interest of the Grantee have been duly recorded and filed of record wherever necessary.
4. If applicable, that the title to real property for which the Kentucky Infrastructure Authority funded the cost has been encumbered in accordance with the requirements of State and local law to adequately protect the interest of the Kentucky Infrastructure Authority.
5. Remarks:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attorney at Law: \_\_\_\_\_

Address: \_\_\_\_\_

**EXHIBIT 10**

**CERTIFICATION REGARDING UTILITY ACCOUNTING , COST-BASED RATES  
AND AUDITING**

I, the Authorized Official of the South Woodford Water District (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

- a) to establish and use a financial accounting system that accounts for the operations of water treatment and distribution separately from all other operations of the Grantee;
- b) to establish service rates based upon the cost of providing the service; and
- c) that the Authority may require an audit to be conducted of the Grantee's utility at least once every two (2) years.

**South Woodford Water District**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Date**



**EXHIBIT 11****CERTIFICATE OF PROJECT COMPLETION**

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the South Woodford Water District (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

1. The Project construction has been completed and payment in full has been made to all vendors and/or contractors for labor, services, materials, supplies, machinery, and equipment included in the Project, as appropriate.
2. The Project is complete and is available for the provision of services which are expected to commence on or about \_\_\_\_\_.
3. A set of Project construction plans, with hand-drawn illustrations and notations reflecting any changes and variances from the original plans, if any, has been delivered to the Project Administrator for use in updating the Water Resources Information System appropriately.

**Project Engineer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

4. All lands, easements, rights of ways, temporary or permanent permits or other authorizations or clearances as well as necessary constructed structures or facilities in connection with the Project have been acquired, constructed, equipped, and installed and all costs and expenses incurred in connection therewith have been paid in full.

**Authorized Official:** \_\_\_\_\_

**Project Administrator:** \_\_\_\_\_

**Date:** \_\_\_\_\_