

COMMONWEALTH OF KENTUCKY
BEFORE THE KENTUCKY PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

**ELECTRONIC APPLICATION OF CHRISTIAN)
COUNTY WATER DISTRICT FOR THE ISSUANCE)
OF A CERTIFICATE OF PUBLIC CONVENIENCE)
AND NECESSITY TO CONSTRUCT A WATER)
SYSTEM IMPROVEMENTS PROJECT PURSUANT)
TO THE PROVISIONS OF KRS 278.020 AND)
807 KAR 5:001)**

Case No. 2023-00341

** *** **** ***** **** *** **

APPLICATION

This electronic application is submitted by the Applicant, Christian County Water District (Christian District), pursuant to KRS 278.020(1) and KAR 5:001, and all other applicable laws and regulations, and requests that the Kentucky Public Service Commission (Commission) grant Christian District a Certificate of Public Convenience and Necessity (CPCN) to construct a water system improvements project (Project). In support of this Application, and in compliance with the rules and regulations of the Commission, Christian District states as follows:

1. Christian District was established in accordance with the provisions of Chapter 74 of the Kentucky Revised Statutes pursuant to an Order of the Christian County Judge/Executive, which Order is on file in the County Court Order Books in the office of the Christian County Clerk. Christian District is now, and has been since its inception, regulated by the Commission, and all records and proceedings of the Commission with reference to Christian District are incorporated in

this Application by reference. Christian District does not have any Articles of Incorporation due to the fact that it is a statutory entity.

2. The governing body of Christian District is its Board of Commissioners which is a public body corporate, with power to make contracts in furtherance of its lawful and proper purpose as provided for in KRS 74.070 and all applicable law and regulations.

3. The mailing address of Christian District is as follows:

Christian County Water District
c/o Mr. James Owen, Manager
P.O. Box 7
Hopkinsville, Kentucky 42241
Telephone: (270) 886-3696
Fax: (270) 886-0708
Email: jameso@ccwd.net

4. A general description of Christian District's system property, together with a statement of the original cost, is contained in Christian District's Annual Report for 2022 which is on file with the Commission. The Annual Report is incorporated herein by reference.

5. Pursuant to 807 KAR 5:001, Section 15 - Applications for Certificates of Public Convenience and Necessity, Christian District hereby responds as follows:

- (i) Section 15(2)(a): Facts Relied Upon to Show Public Necessity: The proposed Project and the need for the Project is described in **Exhibit "A"** attached hereto.
- (ii) Section 15(2)(b): Copies of Permits: Required permits are attached hereto as **Exhibit "B"**.
- (iii) Section 15(2)(c): Description of Proposed Location or Route. Construction of the Project is being performed within the boundaries of Christian District

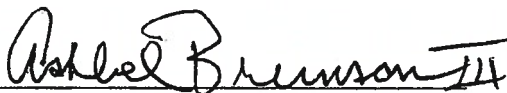
and is detailed in the location map referred to in paragraph 5(iv) below. The proposed Project will not compete with any other public utilities and will not result in any wasteful duplication.

- (iv) Section 15(2)(d)(1): Maps to Suitable Scale: Maps to suitable scale showing the location of the proposed Project, as well as the location of like facilities owned by others located anywhere within the map area are being electronically filed with this Application.
 - (v) Section 15(2)(d)(2): Plans and Specifications: The signed, sealed and dated Plans and Specifications in .pdf format on electronic storage medium are being electronically filed with this Application.
 - (vi) Section 15(2)(e) Financing: Christian District is financing the Project with a portion of the proceeds of grant from the Kentucky Cleaner Water Program (CWP) which is being administered by the Kentucky Infrastructure Authority (KIA). Christian District has received conditional commitment letters from KIA, dated March 17, 2022 and November 21, 2022 (attached hereto as **Exhibit "C"**).
 - (vii) Section 15(2)(f) Statement of Estimated Annual Cost of Operation: a statement of the estimated annual cost of operation after the Project is placed in service is titled Proposed Operating Budget and is attached hereto as **Exhibit "D"**.
6. No rate adjustment is being requested in connection with this Application.


WHEREFORE, the Christian County Water District respectfully requests that the Commission take the following actions:

- A. Grant Christian District a Certificate of Public Convenience and Necessity permitting Christian District to construct the Project; and
- B. Grant Christian District any other relief to which it is entitled.

Christian County Water District

By 
Ashbel Brunson, III, Chairman
P.O. Box 7
Hopkinsville, Kentucky 42241
Telephone: (270) 886-3696
Fax: (270) 886-0708
Email: jameso@ccwd.net

Rubin & Hays

By 
W. Randall Jones, Esq.
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7534
Fax: (502) 569-7555
Counsel for Christian County Water District
wrjones@rubinhays.com

STATE OF KENTUCKY)
) SS
COUNTY OF CHRISTIAN)

The affiant, Ashbel Brunson, III, being first duly sworn, states: That is the Chairman of the Christian County Water District, the Applicant in this case; that he has read the foregoing Application and has noted the contents thereof; that the same are true of his own knowledge and belief, except as to matters which are herein stated to be based on information or belief, and that these matters, believes to be true and correct.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on the 30 day of October, 2023.



Ashbel Brunson, III, Chairman

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Ashbel Brunson, III, Chairman of the Christian County Water District, on this the 30 day of October, 2023.

My Commission expires: November 14, 2026.

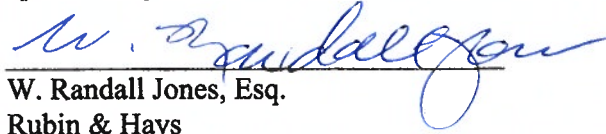


Notary Public

Notary ID#: KYNP 62049

CERTIFICATE OF SERVICE

The undersigned, in accordance with 807 KAR 5:001, Section 8, hereby certifies that Christian County Water District's electronic filing of the foregoing Application is a true and accurate copy of the same document transmitted to the Kentucky Public Service Commission on October 31, 2023; that there are currently no parties that the Kentucky Public Service Commission has excused from participation by electronic means in this proceeding.



W. Randall Jones, Esq.

Rubin & Hays

Kentucky Home Trust Building

450 South Third Street

Louisville, Kentucky 40202

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Email: wrjones@rubinhays.com

Counsel for Christian County Water District

EXHIBIT A

Project Description and Necessity

Christian County Water District

Phase 9

Christian County Water District (CCWD) has received funding for its Phase 9 Project. These funds are being disbursed by the Kentucky Infrastructure Authority (KIA) as a portion of the Federal Clean Water Money. Governor Beshear's office reviewed various proposals from across the state. Following legislative review, CCWD was awarded funding in the amount of \$3,170,000 (see Grant Assistance Agreement attached hereto as **Exhibit A-1**). The proposed project will hopefully allow CCWD to provide unserved and underserved areas of Christian County with potable drinking water.

It became quite apparent early on that due to material shortages and lack of component contractors, the quickest and most cost effective way to get the Project underway was if CCWD would start installing some of these water mains themselves. CCWD choose 9 roads to install waterline and designated these roads as Phase 9A. CCWD asked KIA to allow the use of a force account whereby CCWD would use it's staff to install the waterlines (see the attached criteria for force account – labeled "Force Account Information" – **Exhibit A-2**). KIA reviewed CCWD's request and Ms. Sandy Williams, KIA Executive Director, agreed to allow CCWD to use a force account which will provide for reimbursement of eligible Project costs (see email chain attached hereto as **Exhibit A-3**).

The nine roads included in Phase 9A were agreed to after consulting with the engineers and material suppliers who felt they could work with CCWD within a reasonable time frame due to the excessive workload on all engineering firms and material delays. CCWD keeps an adequate inventory of material on hand and therefore it can pull from of its inventory should delays occur. This would allow CCWD to get started where a contractor could not start due to time restraints. A contractor cannot afford to have its equipment and personnel set idly by for weeks or months waiting for material to be delivered. CCWD can perform other work on its water system while waiting on material to arrive thus saving the mobilization cost or remobilization cost most contractors charge.

CCWD is well versed in installing water line. Per the KY Division of Water Engineering office in 1997, CCWD was the second Water District to start installing its own water mains. Sixteen years later there were approximately 40 plus Water

Districts doing this. CCWD for years would install from five to thirteen miles of water main per year. These were areas where the house count would not meet the houses per mile loan requirements as required by USDA, Rural Development loans.

In an attempt to reach as many unserved areas as possible, the force account method affords CCWD the greatest use of funding. To further this endeavor KIA has agreed that these funds may be used for material purchases and reimbursement of CCWD labor costs involved in the construction of these new water mains.

As additional engineering design work can be completed and approved, CCWD will continue to add additional Phases of construction until all grant funds have been expended. These grant funds must be expended prior to December 31, 2026. CCWD will file the necessary applications for CPCN's as the additional phases are engineered.

CCWD bid out materials for Project 9A on September 15, 2023 (see attached Affidavit of Publication – **Exhibit A-4**). CCWD evaluated the bids based on availability and price (see bid tabulation and materials spreadsheet attached hereto as **Exhibit A-5**).

CCWD is seeking a CPCN for the Phase 9A Project which includes the roads listed on the Estimated Project Budget which is attached hereto as **Exhibit A-6**.

EXHIBIT A-1

Grant Assistance Agreement

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Christian County Water District (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

WITNESSETH:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with Chapter 45A of the KRS, as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 21CWW033 in the principal amount of \$3,170,000 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

- A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.
- B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

- B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.
- D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.
- E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.
- G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.
- H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.
- I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

- J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.
- K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:
1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.
 2. Single Audit Requirements. Grantees that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.
- B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.
- B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

- C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

- A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.
- B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.
- C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.
- D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- B. Terminate any remaining grant payments to the Grantee.
- C. Exercise all the rights and remedies of the Authority set forth in the Act.
- D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.
- E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms 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.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.
- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

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Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

**KENTUCKY INFRASTRUCTURE
AUTHORITY**

By: _____
Sandy Williams, Executive Director

Date: _____

CHRISTIAN COUNTY WATER DISTRICT

By: Chel Brunson III
Authorized Official

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
**LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY**

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 A-2

Force Account Information

Force Account Information

Policy

Grantees must document that they have the staff, experience, and equipment to perform the task using their own forces (“force account”).

Background

Grantees sometimes have facilities and staff able to perform certain work. Usually, though, grantees do not have the staff, experience, or equipment required to plan, design, construct, and inspect major infrastructure construction projects.

Project tasks are generally performed by specialized architect/engineers and construction contractors under contract to the grantee. Occasionally larger grantees wish to perform some of this work using their own forces. To ensure the grant-funded project will be completed successfully, the Kentucky Infrastructure Authority (KIA) must confirm the grantee’s ability to undertake and complete the work they propose to perform.

Considerations

- Grantees must get approval from KIA after a discussion which addresses how they have the ability to design, construct, or provide construction support services for the project. This discussion must address both technical ability (skills, experience, and availability of equipment and labor) and managerial ability (management and clerical skills, experience, availability). Experience and expertise may cover all or a portion of the project.
- Grantees must show that the use of force account will be cost-effective.
- Direct costs (salary, FICA, and other direct employee benefit costs) must be supported by time and attendance records. Timecards must show all hours worked and identify the different cost objectives (working on this project versus constructing sewers in another part of the community not related to the project). The timecards must be signed by the employee’s supervisor.
- Force Account work is limited to work that the recipient can demonstrate is within the technical skill and managerial ability of the recipient and its forces.
- An independent resident inspector should inspect the force account work. By providing an independent inspector, grant recipients will avoid the appearance of a conflict of interest.

**KENTUCKY INFRASTRUCTURE AUTHORITY
WEEKLY FORCE ACCOUNT LABOR SUMMARY**

GRANTEE		CWP GRANT #		WWS PROJECT #		PERIOD COVERING WEEK OF	
LOCATION/SITE							
		DATES AND HOURS WORKED EACH WEEK		TOTAL HOURS		COSTS	
NAME	DATE	REG		HOURLY RATE	FRINGE BENEFIT RATE/HR	TOTAL HOURLY RATE	TOTAL COSTS
JOB TITLE		O.T.					
LABOR CATEGORY		DESCRIPTION OF WORK PERFORMED					
NAME	REG						
JOB TITLE	O.T.						
LABOR CATEGORY		DESCRIPTION OF WORK PERFORMED					
NAME	REG						
JOB TITLE	O.T.						
LABOR CATEGORY		DESCRIPTION OF WORK PERFORMED					
NAME	REG						
JOB TITLE	O.T.						
LABOR CATEGORY		DESCRIPTION OF WORK PERFORMED					
		TOTAL COSTS FOR FORCE ACCOUNT LABOR REGULAR TIME					
		TOTAL COSTS FOR FORCE ACCOUNT LABOR OVERTIME					
						GRAND TOTAL \$	
AUTHORIZED OFFICIAL SIGNATURE		TITLE		DATE			

* PLEASE SUBMIT ONLY THIS FORM. DO NOT PROVIDE COPIES OF PAYROLL RECORDS, INVOICES, ETC., BUT KEEP DOCUMENTS AVAILABLE FOR AUDIT.

I CERTIFY THAT THE INFORMATION ABOVE WAS OBTAINED FROM PAYROLL RECORDS, INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT.

EXHIBIT A-3

KIA Email Chain

Randy Jones

From: jameso@ccwd.net
Sent: Monday, August 14, 2023 5:02 PM
To: Randy Jones
Subject: FW: Grant 21CWW033 PSC Certificate of Need & Necessity
Attachments: force-account.pdf.docx; force-account.pdf.docx

Randy,
KIA is asking us to first try the response from Sandy William the KIA director, with the PSC. With the attached requirements for forced main accounts. Also, the finance cabinet does have a forced account description for construction, listed in the (19KB) attachment.

The first water main line installed by CCWD personnel was in 1997. Per the KY Division of Water at that time they were only familiar with one other Water District installing it 's own water mains. All mains were engineered, and submitted to the DOW for approval.

Let me know your opinion on what else may be needed.

James Owen
Christian County Water District

-----Original Message-----

From: "Bickers, Julie (KIA)" <julie.bickers@ky.gov>
Sent: Monday, August 14, 2023 2:53pm
To: "jameso@ccwd.net" <jameso@ccwd.net>
Subject: FW: Grant 21CWW033 PSC Certificate of Need & Necessity

Mr. Owen,
Please use Sandy's response below as your documentation. Please let me know if you need anything else.

Thank you,
Julie Bickers

From: Williams, Sandy R (KIA) <sandy.williams@ky.gov>
Sent: Friday, August 4, 2023 1:11 PM
To: Bickers, Julie (KIA) <julie.bickers@ky.gov>; Lile, Natalie (KIA) <natalie.lile@ky.gov>
Subject: RE: Grant 21CWW033 PSC Certificate of Need & Necessity

The Cleaner Water Program grants are funded through the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (federal funds). At the federal level, force account labor is allowable under certain circumstances. The foremost of the criteria being that the Grantees must document that they have the staff, experience, and equipment to perform the project tasks using their own forces ("force account").

KIA through the administration of this federal funding, determines on a case-by-case basis to the best of our ability whether or not a particular Grantee seems to meet this requirement and can document their compliance.

After evaluation, KIA believes the Christian County Water District meets the requirements and KIA will allow the district to request reimbursement for force account project costs.

Thanks,
Sandy

Sandy Williams
Executive Director
Kentucky Infrastructure Authority
100 Airport Road, 3rd Floor
Frankfort, KY 40601
Phone: 502-892-3088
www.kia.ky.gov

From: Bickers, Julie (KIA) <julie.bickers@ky.gov>
Sent: Friday, August 4, 2023 7:39 AM
To: Williams, Sandy R (KIA) <sandy.williams@ky.gov>; Lile, Natalie (KIA) <natalie.lile@ky.gov>
Subject: FW: Grant 21CWW033 PSC Certificate of Need & Necessity
Importance: High

Please see request below

From: jameso@ccwd.net <jameso@ccwd.net>
Sent: Wednesday, August 2, 2023 5:39 PM
To: Bickers, Julie (KIA) <julie.bickers@ky.gov>
Subject: Grant 21CWW033 PSC Certificate of Need & Necessity

Julie,

Good afternoon, we have Randy Jones, Rubin & Hays preparing a request for a Certificate of Need & Necessity from the PSC for Grant # 21CWW033. Randy believes, and Tina Frederick, with the PSC agreed, that for this to flow smoothly through the PSC, a letter acknowledging the willingness of KIA to accept the use of Forced Accounts for Clean Water Construction funds would be needed. Since this isn't borrowed money it should not be a problem for the PSC. However, we prefer to air on the side of caution, rather than throw chance to the wind. When I had to explain to Tina Frederick what a forced account was, I saw why she agreed with Mr. Jones. They were both afraid the PSC Commissioners would want some type of assurance that this was acceptable to KIA. Randy will also submit in his application the material bid cost estimates and the proposed project descriptions to the PSC. Thank you for your willingness to be the go-to person for these types of questions and inquiries.

James Owen

Christian County Water District

EXHIBIT A-4

Affidavit of Publication

AFFP

BID REQUEST Christian County W

Affidavit of Publication

STATE OF KY }
COUNTY OF CHRISTIAN } SS

BID REQUEST

Christian County Water District, located at 1940 Dawson Springs Road, Hopkinsville, KY 42241-0007, will be accepting Material Bids for the Construction of its Phase 9A Construction, Clean Water funded Water Main

Keishia Hicks, being duly sworn, says:

That she is Accounting Clerk of the Kentucky New Era, a newspaper of general circulation, printed and published in Hopkinsville, Christian County, KY; that the publication, a copy of which is attached hereto, was published in the said newspaper on the following dates:

August 31, 2023

Extension project. A list of Materials and a description of the items, with bid documents can be obtained by contacting Christian County Water District. Christian County Water District reserves the right to reject any and all bids, to waive any technicalities and to negotiate with the respondent who most nearly meets the needs of the Christian County Water District. The material's manufacturer, as well as the anticipated date of delivery should be noted on the bid. Christian County Water District reserves the right to decline any manufacturer or their representative having an unresolved claim or warranty issue with said Water District. Bids will be accepted until 3:00 PM, Friday September 15, 2023. Bids should be delivered to Christian County Water District located at 1940 Dawson Springs Road, Hopkinsville, KY 42240.

Publisher's Fee: \$ 51.43

That said newspaper was regularly issued and circulated on those dates.

SIGNED:

Keishia Hicks

Subscribed to and sworn to me this 31st day of August 2023.

Leonard Hendrix



70043871 70758491

James Owen
Christian County Water District
PO BOX 7
Hopkinsville, KY 42241

EXHIBIT A-5

Bid Tabulation and Materials List

Christian County Water District

84 Tabulation Sheet

Consolidated Pipe & Supply Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-43, Total.

G&C Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-43, Total.

Ferguson Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-23, Total.

Citico Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-43, Total.

Core and Main Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-43, Total.

Fortline Bid

Table with columns: Bid Item, Quantity, Cost Per Item, Total Cost, Brand, Delivery Date. Rows 1-23, Total.

PHASE 9A MATERIALS LIST

Item #	Item name	Quantity (pipe is in ft)	Date Delivered	Best Bid (per item)	Company Awarded Bid	Brand	Total
1	6"x4" tap sleeve	2		\$ 462.00	Fortiline	Ford	\$ 924.00
1A	6"x6" tap sleeve	1		\$ 513.00	Fortiline	Ford	\$ 513.00
2	4"x4" tap sleeve	6		\$ 434.00	Fortiline	Ford	\$ 2,604.00
3	6" gate valve	2		\$ 971.56	Core and Main	Mueller	\$ 1,943.12
4	-	-		-	-	-	
5	4" gate valve	18		\$ 759.37	Core and Main	Mueller	\$ 13,668.66
6	3" gate valve	14		\$ 673.64	Core and Main	Mueller	\$ 9,430.96
7	valve box	33		\$ 77.00	Fortiline	Tyler Union	\$ 2,541.00
8	valve box 36" to 52"	4		\$ 98.00	Fortiline	Tyler Union	\$ 392.00
9	4"x3" reducer	5		\$ 96.32	Core and Main	MJ IMP	\$ 481.60
10	4" 90	6	10/19/2023	\$ 87.74	Ferguson	MJ IMP (Tyler)	\$ 526.44
11	4" 45	2	10/19/2023	\$ 77.62	Ferguson	MJ IMP (Tyler)	\$ 155.24
12	4"x4" tee	10	10/19/2023	\$ 106.60	Ferguson	MJ IMP (Tyler)	\$ 1,066.00
13	3"x3" tee	2	10/19/2023	\$ 97.89	Ferguson	MJ IMP (Tyler)	\$ 195.78
14	6" grip ring	7		\$ 79.17	Core and Main	Romac	\$ 554.19
15	4" grip ring	89	10/4/2023	\$ 58.46	Consolidated	Romac	\$ 5,202.94
16	3" grip ring	33		\$ 45.44	Core and Main	Midco	\$ 1,499.52
17	3" post hydrant	4		\$ 1,123.00	Fortiline	Mueller	\$ 4,492.00
18	4" hydrant	9	10/19/2023	\$ 2,951.00	Ferguson	M&H	\$ 26,559.00
19	6"x3/4" saddle	4	10/19/2023	\$ 56.09	Ferguson	Ford	\$ 224.36
20	4"x3/4" saddle	12	10/19/2023	\$ 37.59	Ferguson	Ford	\$ 451.08
21	3"x3/4" saddle	10	10/19/2023	\$ 31.94	Ferguson	Ford	\$ 319.40
22	-	-		-	-	-	
23	6" PVC pipe	5585		\$ 9.20	Ferguson	Pipelife	\$ 51,382.00
24	4" PVC pipe	34193		\$ 4.35	Ferguson	Pipelife	\$ 148,739.55
25	3" PVC pipe	18,995	10/16/2023	\$ 3.35	Fortiline		\$ 63,633.25
26	8" yellow mine pipe	60	10/19/2023	\$ 23.99	Ferguson		\$ 1,439.40
27	6" yellow mine pipe	200		\$ 15.77	Citco		\$ 3,154.00
28	4" yellow mine pipe	180		\$ 8.65	Citco		\$ 1,557.00
29	3" yellow mine pipe	140	10/19/2023	\$ 6.01	Ferguson		\$ 841.40
30	6" PVC drive on couplings	6	10/18/2023	\$ 93.00	Fortiline	Harco	\$ 558.00
31	4" PVC drive on couplings	20	10/18/2023	\$ 53.00	Fortiline	Harco	\$ 1,060.00
32	3" PVC drive on couplings	12	10/18/2023	\$ 30.00	Fortiline	Harco	\$ 360.00
33	3/4" Tandem setter	4		\$ 320.00	Fortiline	Ford	\$ 1,280.00
34	3/4" corp stop	24	10/19/2023	\$ 39.90	Ferguson	Ford	\$ 957.60
35	3/4" poly tubing	500		\$ 160.00	Fortiline		\$ 80,000.00
36	Vestal meter lid	4		\$ 59.00	Fortiline	Vestal	\$ 236.00
37	meter box 18" x 24"	4		\$ 28.00	Citco	Springfield Plastic	\$ 112.00
38	8" steel casing	360		\$ 23.45	Citco		\$ 8,442.00
39	10" steel casing	40		\$ 28.65	Citco		\$ 1,146.00
40	tracer wire	58,000	10/19/2023	\$ 0.095	Ferguson		\$ 5,510.00
41	wire connectors	50		\$ 1.13	Core and Main		\$ 56.50
42	Line markers	42		\$ 45.00	Citco		\$ 1,890.00
43	Concrete collar for valve	42		\$ 35.00	Citco		\$ 1,470.00
44	Total						\$ 446,098.99

EXHIBIT A-6

Estimated Project Budget

Christian County Water District
Phase IX System Upgrade Project
Phase "A"

MCGHEE ENGINEERING, INC.
November 2, 2022

Preliminary Project Budget

Map ID	Item	Length	Size	Total
Construction - System-wide Waterline Extensions (Phase IX)				
①	Fentress Lane	7,300	6"	\$ 175,000
⑦	Carneal Lane	2,200	4"	\$ 30,000
⑧	Root Road	4,000	3"	\$ 48,000
⑩	Cerulean Springs Road	3,500	3"	\$ 50,000
⑯	Owen West Road	5,000	4"	\$ 70,000
⑰	Pruitt Lane	6,300	4"	\$ 88,000
⑱	Pleasant Grove Road w/ Crk Xing	7,300	4"	\$ 125,000
⑳	Long Lane	12,000	4"	\$ 168,000
㉓	A. Daniel Road	5,300	4"	\$ 75,000
㉕	Hoover Lane	5,800	3"	\$ 70,000
				\$ 899,000
Non-Construction Items				
	Administrative Expenses			\$ 5,000
	Legal Costs			\$ 10,000
	Preliminary Engineering, Environmental, & Hydraulic Modeling			\$ 10,000
	Design Engineering			\$ 56,650
	Construction Phase Engineering Services			\$ 20,000
	Construction Inspection			\$ 52,000
	SUBTOTAL - Non-Construction			\$ 153,650
	Contingency			\$ 89,900
	TOTAL ESTIMATED PROJECT COST			\$ 1,142,550

EXHIBIT B

Permits



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

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

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

June 23, 2023

Mr. James Owen
Christian Co Water District
PO Box 7
Hopkinsville, KY 42241

RE: CCWD Ph IX-A Water System Upgrades
Christian County, KY
Christian Co Water District
AI #: 33857, APE20230001
PWSID #: 0240521-23-001

Dear Mr. Owen:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 5,585 linear feet (LF) of 6-inch PVC waterline, 34,193 LF of 4-inch PVC waterline, and 18,955 LF of 3-inch PVC waterline. 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.

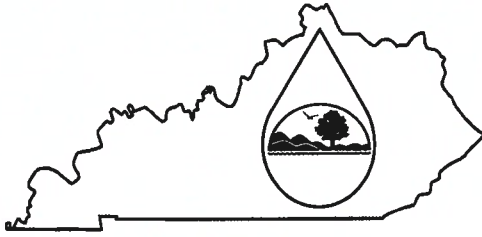
If you have any questions concerning this project, please contact Cassie Campbell at 502-782-6909.

Sincerely,

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

TH:CC
Enclosures

c: McGhee Engineering Inc
Christian County Health Department
Division of Plumbing



Commonwealth of Kentucky
 Energy and Environment Cabinet
Division of Water

**Construction Checklist
 For Drinking Water Distribution**

See the instructions for more information about selected portions of this checklist.

Questions on completing this checklist? Contact the Water Infrastructure Branch at 502/564-3410 or visit our website at <http://www.water.ky.gov/dw> for more information.

I. Construction Project Information

Project Name: Phase IX-A System Upgrade Project

Project County: Christian Estimated Project Cost: \$ 1,250,000

Project Latitude/Longitude (DMS): 36.883653°/ -87.510489° (Approx. Center of Project)

11 Digit Hydrologic Unit Code (HUC): 051302060604, 051302050601, 051402050101, 051100060102, 051100060202, & 051302050504

Is this a federally funded project: Yes

DWSRF

SPAP

Other: KY Cleaner Water Grant

If yes, has an Environmental Information Document been reviewed and approved? Yes

If the project has been submitted to the State Clearinghouse for review, provide the SAI number: In Progress

Identify all other funding sources: _____

Does the project contain any of the following:

Booster Pump Stations

Water Storage Tanks

Waterlines

Waterline Material	Waterline Size	Linear Feet
PVC	6" Class 200 PVC	~5,585'
PVC	4" Class 200 PVC	~34,193'
PVC	3" Class 200 PVC	~18,955'

Provide a brief description of the work to be performed for waterlines less than 10,000 linear feet. All other distribution projects should be accompanied by a DETAILED project description. The project will include the installation of approximately 5,585 LF of 6-inch waterline, 34,193 LF of 4-inch waterline and nearly 18,955 LF of 3-inch waterline with appurtenances to provide service to a number of unserved customers along the affected roadways. The design and construction costs are estimated to be \$250,000 and \$1,000,000 respectively.

Identify how the wastewater produced as a result of this project will be handled:

- Sanitary Sewer WWTP: _____
 Septic Tank
 Other: _____

II. Utility Information

Utility Name: Christian County Water District PWSID: 0240521
Street Address: P.O. Box 7 County: Christian
City, State, Zip: Hopkinsville, KY, 42241
Phone: 270-886-3696 Fax: 270-886-0708 Email: jameso@ccwd.net

If another utility will serve any portion of the proposed project, provide the name and PWSID No.

Utility Name: _____ PWSID No. _____

If the utility serving the project purchases water from another utility, provide the name and PWSID No. and purchase contract amount.

Utility Name: HWEA PWSID No. 0240201 Purchase Contract Amount: \$2.96/100 cf (initially)

Utility Name: _____ PWSID No. _____ Purchase Contract Amount: _____

Utility Name: _____ PWSID No. _____ Purchase Contract Amount: _____

Is the system currently under any type of waterline or sewer sanctions? No

If yes, submit an exception request and attach supporting documentation to justify its approval.

III. Design Considerations

A. Plans and Specifications

Provide at least 3 sets of detailed plans and specifications (**no larger than 24" X 36"**) which must comply with **401 KAR 8:100** and "**Recommended Standards for Water Works**" (**Ten States' Standards**). All plans must contain a P.E. seal, signature and date of signature with at least one set having an original seal and signature. The Division of Water requests that one copy of the specifications be submitted unbound or in electronic format (PDF) and to have an additional copy of the plans submitted in electronic format (PDF) on CD when possible.

B. Design Engineer

Name: Eric T. Harris, P.E. Firm: McGhee Engineering, Inc
Street Address: P.O. Box 267
City, State, Zip: Guthrie, KY, 42234
Phone #: 270-483-9985 Fax #: 270-483-9986 Email: eric.harris@mcgheeengineering.com

C. Design Capacities

Identify the number of new connections and the projected average daily demand: 36 new customer @ 350 gpd/ea

Identify the number of existing residents, and their projected water demand, that may get served as a result of this project:

0 existing customers @ 350 gpd/ea

Identify the number of connections in the service area: ~5,871 system-wide

D. Other Information to be Submitted with Project

- 1. Provide a copy of the U.S.G.S. 7 1/2 minute topographic map with the location(s) of the proposed project.
- 2. If the project includes a new or upgraded pump station(s), provide the pump sizing calculations and the proposed pump's characteristics curve along with the efficiency, horsepower and NPSHR data. Also, identify each pump station's locations coordinates (DMS).
- 3. If the project proposes the addition of storage tanks, provide engineering calculations which demonstrates a complete fill and drain cycle every 72 hours. Also, identify each storage tank's location coordinates (DMS).
- 4. Provide engineering calculations or an electronic model demonstrating the availability of 30 psig at the discharge side of each proposed connection under peak demand conditions.
- 5. Provide engineering calculations or an electronic model that demonstrates the ability to flush the lines using a velocity of 2.5 ft/sec.
- 6. Provide a signed letter of acceptance from the utility, which states that the utility has reviewed and approved the plans and specifications and agrees to serve the proposed project upon completion. If another utility will own, operate and maintain any portion of this project provide an acceptance letter from that utility as well.
- 7. If the utility is a purchaser and the project demand is over 10,000 gallons per day or the utility has exceeded 85% of its purchase contract, provide a valid acceptance letter from the seller.
- 8. If the project will provide water service to existing residences, provide the names and addresses of all existing residences to be served by the project.
- 9. If the project is funded by a State Revolving Fund Loan (SRF) or EPA Special Appropriations Grant (SPAP), provide a completed SRF/SPAP Plans and Specifications Checklist along with 3 complete copies of project specifications.

IV. Environmental Benefits

Identify the environmental benefit(s) of the project by checking all that apply.

- Construction of new waterlines serving existing residences previously without public water.
 - Modifies/upgrades existing waterlines:
 - Inadequately sized waterlines.
 - Leaks, breaks, restrictive flow.
 - Replaces lead, copper or asbestos cement waterlines.
 - Other: _____
 - Provides fire protection.
 - Replaces tanks/pumps due to age/condition.
 - Installation of high efficiency/energy saving pumps.
 - Other. Provide a brief description in the space below. _____
-

V. Fees

Check or money order must be made payable to "Kentucky State Treasurer" for the total amount. Fees do not apply to projects FUNDED by a municipality, water district, or other publicly owned utility.

Project Category: N/A Total Amount: \$ N/A

EXHIBIT C

Commitment Letters



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

Ashbel Brunson III
Chairman
Christian County Water District
PO Box 7
Hopkinsville, KY 42241

**KENTUCKY INFRASTRUCTURE AUTHORITY
CONDITIONAL COMMITMENT LETTER**

KIA Grant Number 21CWW033
WRIS Project Number WX21047041

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 Christian County Water District (the "Grantee") in the amount of \$1,133,549 for the Christian County Water District- 2021 System Extension Project (Phase IX) 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



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

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

Sandy Williams
Executive Director

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

Sincerely,

Sandy Williams

Sandy Williams,
Executive Director

Attachments

cc: Kyle Cunningham, Project Administrator
James R Owen, Christian County Water District
Roger Recktenwald, 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.

Arnell Braun _____
Accepted Date 5-5-22

TEAM
KENTUCKY

An Equal Opportunity Employer M/F/D



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

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

Sandy Williams
Executive Director

November 21, 2022

Ashbel Brunson III
Chairman
Christian County Water District
PO Box 7
Hopkinsville, KY 42241

**KENTUCKY INFRASTRUCTURE AUTHORITY
CONDITIONAL COMMITMENT LETTER**

KIA Grant Number 22CWW255
WRIS Project Number WX21047041

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Christian County Water District (the "Grantee") in the amount of \$1,709,527 for the Christian County Water District- 2021 System Extension Project (Phase IX) project. We look forward to working with you to successfully complete your Project!

Please be aware that these Round 2 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

EXHIBIT D

Estimated Cost of Operation

OPERATING BUDGET

CHRISTIAN COUNTY WATER DISTRICT

Budget Year 2024

CASE 2023 - 00341

OPERATING INCOME

WATER SALES	\$4,151,000
LATE FEE, RECONNECTION, MISCELLANEOUS REVENUE	\$72,360
	\$57,950
TOTAL OPERATING REVENUE	\$4,281,310

OPERATING EXPENSES

1 GENERAL ADMIN/OFFICE EXP	123,911
2 PROFESSIONAL FEES	29,500
3 CONTRACT WATER PURCHASES	1,201,650
4 SALARIES & WAGES	1,316,542
5 SUPPLIES	147,369
6 CONTRACT SERVICES OTHER	16,383
7 UTILITIES	124,289
8 INSURANCE & BONDING	183,703
9 TRAVEL	3,000
10 RENTAL EXPENSE	1,348
11 REPAIR & MAINTENANCE	190,580
12 NET LOSS ADJUSTMENT	79,238
13 KRWFC 2013B	146,964
14 KRWFC 2016B	201,828
15 2020G BOND ISSUE COST	86,904
16 KRWF 2021D	174,864
17 RECD BOND VI	18,640
18 RECD BOND VIII	80,059
TOTAL OPERATING EXPENSE (Add lines 1 through 18)	4,126,772
NET OPERATING INCOME (LOSS)) Upper income-total expenses)	154,538

NON OPERATING INCOME

INTEREST INCOME/MISC	118,960
TOTAL NON-OPERATING INCOME	118,960
NET INCOME (LOSS)	273,498

OPERATING BUDGET

CHRISTIAN COUNTY WATER DISTRICT

Budget Year 2023

CASE 2023 - 00341

OPERATING INCOME

WATER SALES	\$4,101,600
LATE FEE, RECONNECTION, MISCELLANEOUS REVENUE	\$71,390
	\$56,250
TOTAL OPERATING REVENUE	\$4,229,240

OPERATING EXPENSES

1 GENERAL ADMIN/OFFICE EXP	119,234
2 PROFESSIONAL FEES	27,000
3 CONTRACT WATER PURCHASES	1,194,813
4 SALARIES & WAGES	1,275,719
5 SUPPLIES	142,800
6 CONTRACT SERVICES OTHER	15,875
7 UTILITIES	121,000
8 INSURANCE & BONDING	178,730
9 TRAVEL	6,000
10 RENTAL EXPENSE	1,298
11 REPAIR & MAINTENANCE	185,030
12 NET LOSS ADJUSTMENT	78,122
13 KRWFC 2013B	146,964
14 KRWFC 2016B	201,828
15 2020G BOND ISSUE COST	86,904
16 KRWF 2021D	174,864
17 RECD BOND VI	18,640
18 RECD BOND VIII	80,059
TOTAL OPERATING EXPENSE (Add lines 1 through 18)	4,054,880
NET OPERATING INCOME (LOSS)) Upper income-total expenses)	174,360

NON OPERATING INCOME

INTEREST INCOME/MISC	54,200
TOTAL NON-OPERATING INCOME	54,200
NET INCOME (LOSS)	228,560