

Warren County
Water District

May 23, 2012

MR BRENT KIRTLEY
TARIFF BRANCH
PUBLIC SERVICE COMMISSION
211 SOWER BLVD.
P O BOX 615
FRANKFORT KY 40602-0615

RE: Tariff Filing – Warren County Water District Sewer Division
Rockfield School SICRA

Dear Mr. Kirtley:

We are requesting approval of an amendment to our sewer connect fee tariff to include Rockfield School Sewer Capital Recovery Area contributions. The attached tariff sheets show our standard sewer connect fees that have been in effect for many years, the Buchanan Park SICRA contributions, and the Rockfield contribution. The Buchanan Park contributions were submitted in Case No. 2011-00418 and a final Order in that case is expected soon.

The Rockfield sewer extension, with a total project cost of \$647,000 is funded primarily by the Warren County Public Schools with a much smaller amount paid by the Water District. In accordance with 807KAR 5:001, Section 9(3) this project is an extension in the ordinary course of business and therefore no certificate of public convenience and necessity is required.

The Water District is planning to file a blanket tariff to cover similar SICRA's on future extensions. However, because the Rockfield project is nearing completion we are submitting this tariff amendment for a single area hoping for a more expeditious approval. We need to start taking applications for service and collecting connect fees within 3 to 4 weeks.

Along with the proposed tariff sheets, we are attaching supporting calculations and information used to determine the new contributions. If we can provide any other information, please let me know.

Sincerely,

Alan H. Vilines, P.E.
General Manager

AHV:jh

Attachments

ROCKFIELD SCHOOL SICRA TARIFF AND SUPPORTING DOCUMENTATION

Tariff

Project Description & Tariff Calculation Information

Exhibit A – Rockfield School Sewer Extension

Exhibit B – Project Budget

Exhibit C – Calculations – Rockfield School Sewer SICRA

Exhibit D – Rockfield School Sewer SICRA Area

Exhibit E – Rockfield School Sewer SICRA Zoning Map

Exhibit F – Map of Evaluated Subdivisions and SICRA

Exhibit G – Subdivisions Within a 10-mile Radius of SICRA

Exhibit H – Agreement Between WCWD & WCPS

Exhibit I – Tabulation of Bids

Exhibit J – Division of Water Permit

PROJECT DESCRIPTION AND TARIFF CALCULATION INFORMATION

DETAILED DESCRIPTION OF PROPOSED SEWER SYSTEM ADDITIONS

The proposed project begins at an existing 15" gravity sewer main along Russellville Road approximately 2,200 feet northeast of McClellan Road. From this discharge point, a six (6) inch sewer force main will extend approximately 6,200 feet southwesterly to the northeast corner of the Rockfield Elementary School. From this point, 1,200 linear feet of four (4) inch sewer force main will follow the eastern property line of the school to a 180 gallon per minute lift station that will be located at southern corner of the school site. An eight (8) inch gravity sewer will extend 900 feet from lift station along the southern property line of the school towards Russellville Road to serve the properties in that area. The project is to be constructed in the existing right-of-way of Russellville Road and on Warren County Board of Education property. A map of the proposed sewer is included as Exhibit A.

The proposed facilities are to provide sanitary sewer service to the Rockfield Elementary School and will replace a package treatment plant that is in very poor condition. The project will also provide sewer availability to numerous residences and developable tracts along Russellville Road. Bids were received on December 8, 2011, with the low bidder being Clay Pipeline, Inc. for an amount of \$496,195.00. The project began construction on February 20, 2012 and is scheduled for completion on July 19, 2012. The total cost of the project including engineering and construction administration is estimated to be \$647,000.00 as shown in the Project Budget in Exhibit B. Funding of the project is provided by Warren County Public Schools (WCPS) for an amount of \$495,000.00 with Warren County Water District providing the balance of \$152,000.00.

DESCRIPTION OF SEWER INTERCEPTOR CAPITAL RECOVERY AREA AND ASSOCIATED CALCULATIONS

The funding and Sewer Interceptor Capital Recovery Area (SICRA) amount for WCPS was evaluated based on the cost to serve only the Rockfield Elementary School and none of the surrounding areas. To only serve the school, a smaller lift station would have been required along with a 3 inch sewer force main in lieu of the larger size being constructed. The estimated cost to construct a system to serve the school only was \$495,000.00 and is detailed below.

Project Estimate
Rockfield School Sewer (Serve School Only)

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	TOTAL
1	Road Bore	115	LF	\$200.00	\$23,000.00
2	3" PVC Force Main	7,300	LF	20.00	146,000.00
3	Sewage Lift Station	1	LS	90,000.00	90,000.00
4	Manholes	5	EA	3,000.00	15,000.00
5	8" Gravity Sewer	1,300	LF	40.00	52,000.00
6	Crushed Stone	3,050	T	20.00	61,000.00
7	Air Release Valves	4	EA	3,000.00	12,000.00
8	Asphalt Pavement	28	T	200.00	5,600.00
Subtotal					\$404,600.00
Plus construction contingency					<u>\$41,000.00</u>
Total Construction Estimate					\$445,600.00
Design, Inspection, and Construction Services					\$49,400.00
Total Project Cost					<u><u>\$495,000.00</u></u>

The sewer improvements in conjunction with the Rockfield Elementary School Sewer Project have been designated to be in a SICRA. Warren Water has identified the properties expected to be served by the proposed sewer project,

delineated the SICRA boundary, and calculated the capital recovery contribution amounts. These calculations are shown in Exhibit C. Warren Water will collect the capital recovery contributions, along with the standard sewer tap fee, at the time each customer with the SICRA boundary applies for sewer service. At the beginning of each year during the 20 year term of the SICRA, Warren Water will refund to WCPS the SICRA contributions collected during the previous year. If the total SICRA contributions reach the contribution of WCPS, Warren Water will cease collection of capital recovery contributions.

The Rockfield School SICRA area generally consists of the properties that are in the drainage basin that can be reasonably served and can be connected to the proposed sewer system. A map indicating the boundary of the Rockfield School SICRA is included as Exhibit D. The total area is approximately 533 acres in size with 246 existing single family units. The remaining tracts that are developable account for 256 acres. In reviewing the layout and topography of these tracts, it is estimated that 80% of this land is developable which equates to approximately 200 acres. To calculate the total potential number of residential units, the estimated density and developable area had to be established. To determine the estimated density, recent subdivision developments in the area were reviewed to determine an average development density. Based on this data; a density of 2 units per acre was used as shown in the table below:

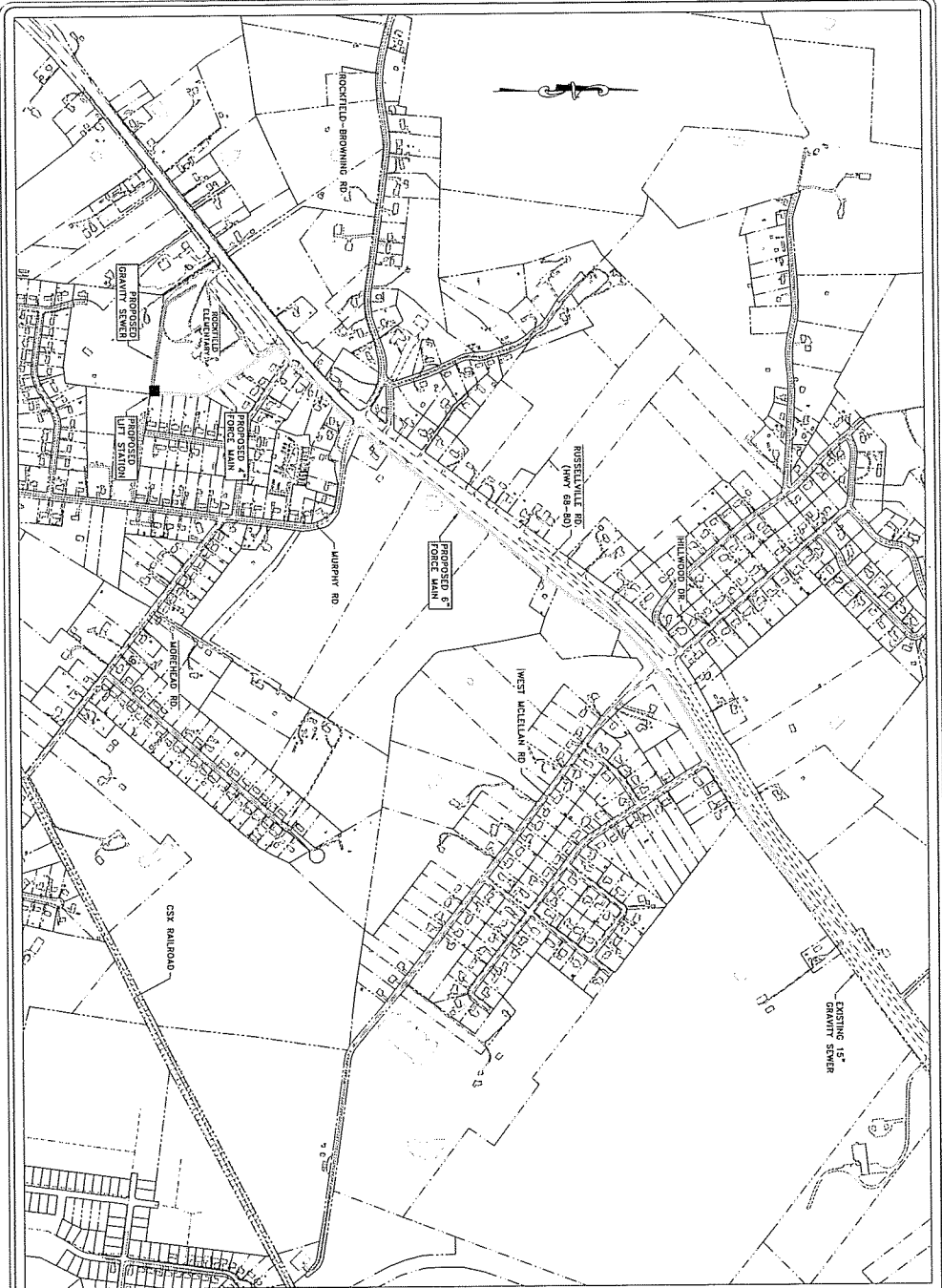
Density Calculation

<u>Subdivision</u>	<u>Units</u>	<u>Acres</u>	<u>Units/Acre</u>	
Springfield	252	59.20	4.26	< Too Dense
Sutherland Farms	177	73.80	2.40	
Olde Stone	376	152.00	2.47	
Ivan Downs/Belle Haven	284	194.20	1.46	
			2.11	< Average of Bottom Three
			2.0	< Use

Assuming a development density of 2 units per acre, 400 new single family units could be constructed. This, combined with the existing 246 single family units, brings the total potential SICRA units to 646.

Future lift stations and sewer extensions will be constructed to provide sanitary sewer service through out the development area. Initially, the wastewater flow from this project will be less than 6,200 gallons per day (gpd). However, as growth occurs in the area, the wastewater flow will increase accordingly. At build-out, wastewater flow from the area is estimated to be 90,000 gpd based on Warren Water's 2011 average of 137 gpd per residential customer. The current zoning map of the SICRA is provided in Exhibit E along with a map of the evaluated subdivisions in relation to the SICRA area (Exhibit F) and a list of subdivisions within a 10-mile radius of the SICRA area (Exhibit G).

Based on the total potential residential units and the \$495,000.00 SICRA amount, the capital recovery contribution for standard 5/8-inch meters would be \$770.00. For larger meters the contribution is based on the meter diameter ratio. The capital recovery contributions for meters up to 6 inches in size are shown in the Tariff revision and on Exhibit C.



SCALE: 1"=20'
DATE: 5/11/11
DESIGNED BY: JAC
DRAWN BY: JAC
CHECKED BY: JAC
REVISIONS:
NO. DATE BY
1 5/11/11 JAC

EXHIBIT A
 ROCKFIELD SCHOOL
 SEWER EXTENSION

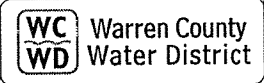


Exhibit B
Project Budget
Rockfield School Sewer
Warren County Water District
December 8, 2011

Project Expenses

Construction Bid - Clay Pipeline	\$496,195.00
Pumps - Southern Sales, Inc.	14,270.00
Pump Control Panels (Estimated)	15,000.00
 SUBTOTAL	 \$525,465.00
Plus construction contingency	<u>58,135.00</u>
 Total Construction Estimate	 \$583,600.00
 Design, Inspection, and Construction Services	 <u>63,400.00</u>
 Total Project Cost	 <u><u>\$647,000.00</u></u>

Project Funding

Warren County Schools SICRA	\$495,000.00
Warren County Water District	<u>\$152,000.00</u>
 Total Project Funding	 <u><u>\$647,000.00</u></u>

Exhibit C
Rockfield School Sewer
Sewer Interceptor Capital Recovery Area (SICRA)
Warren County Water District
November 7, 2011

Project Expenses

Project Construction	\$530,600.00
Construction Contingency	\$53,000.00
Design, Inspection, and Construction Services	<u>\$63,400.00</u>
Estimated Total Project Cost	<u><u>\$647,000.00</u></u>

Project Funding

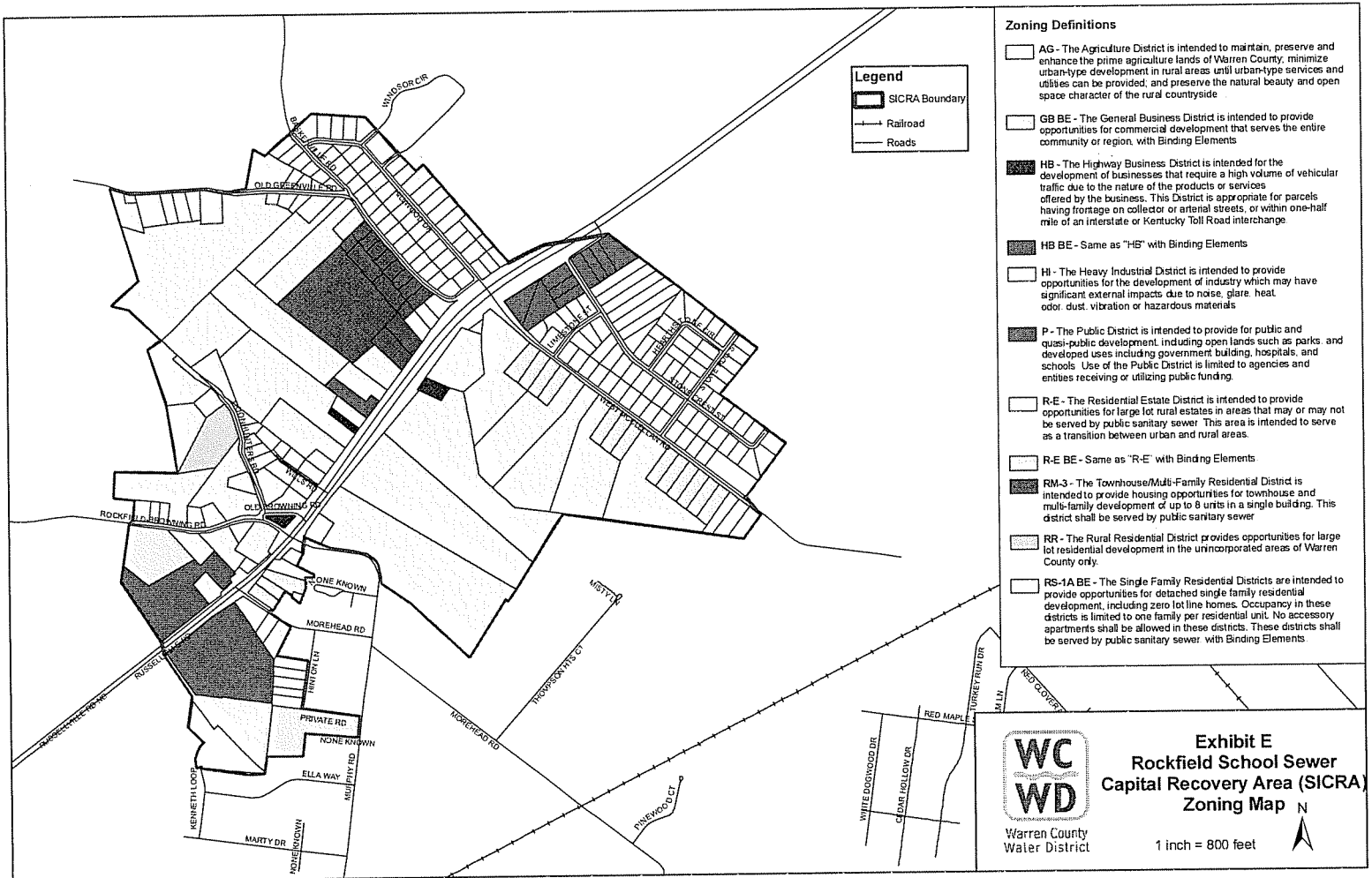
Warren County Public Schools	\$495,000.00 *
Warren County Water District	<u>\$152,000.00</u>
Total Project Funding	<u><u>\$647,000.00</u></u>

SICRA Evaluation

Sewer Interceptor Capital Recovery Area (acres)	533
Existing Single Family Lots (acres)	277
Net Area (acres)	256
Developable Area (acres) (80%)	200
Projected Residential Density (units/acre)	2
Potential Residential Units	400
Existing Single Family Units that could be served	246
Total Potential SICRA Units	646
*Required Capital Recovery	\$495,000.00
Contribution per Residential Unit	\$766.25
	<u>\$770.00</u> < Use

Capital Recovery Contributions

Water Meter Size	Meter Diameter Ratio	Contribution Amount
5/8"	1	\$770
1"	1.6	\$1,230
1-1/2"	2.4	\$1,850
2"	3.2	\$2,460
3"	4.8	\$3,700
4"	6.4	\$4,930
6"	9.6	\$7,390



Legend

- SICRA Boundary
- Railroad
- Roads

- Zoning Definitions**
- AG - The Agriculture District is intended to maintain, preserve and enhance the prime agriculture lands of Warren County; minimize urban-type development in rural areas until urban-type services and utilities can be provided; and preserve the natural beauty and open space character of the rural countryside
 - GB BE - The General Business District is intended to provide opportunities for commercial development that serves the entire community or region, with Binding Elements
 - HB - The Highway Business District is intended for the development of businesses that require a high volume of vehicular traffic due to the nature of the products or services offered by the business. This District is appropriate for parcels having frontage on collector or arterial streets, or within one-half mile of an interstate or Kentucky Toll Road interchange
 - HB BE - Same as "HB" with Binding Elements
 - HI - The Heavy Industrial District is intended to provide opportunities for the development of industry which may have significant external impacts due to noise, glare, heat, odor, dust, vibration or hazardous materials
 - P - The Public District is intended to provide for public and quasi-public development, including open lands such as parks and developed uses including government building, hospitals, and schools. Use of the Public District is limited to agencies and entities receiving or utilizing public funding.
 - R-E - The Residential Estate District is intended to provide opportunities for large lot rural estates in areas that may or may not be served by public sanitary sewer. This area is intended to serve as a transition between urban and rural areas.
 - R-E BE - Same as "R-E" with Binding Elements
 - RM-3 - The Townhouse/Multi-Family Residential District is intended to provide housing opportunities for townhouse and multi-family development of up to 8 units in a single building. This district shall be served by public sanitary sewer
 - RR - The Rural Residential District provides opportunities for large lot residential development in the unincorporated areas of Warren County only.
 - RS-1A BE - The Single Family Residential Districts are intended to provide opportunities for detached single family residential development, including zero lot line homes. Occupancy in these districts is limited to one family per residential unit. No accessory apartments shall be allowed in these districts. These districts shall be served by public sanitary sewer, with Binding Elements.

Exhibit E
Rockfield School Sewer
Capital Recovery Area (SICRA)
Zoning Map

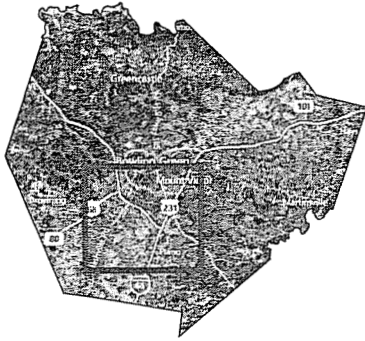
Warren County
 Water District

1 inch = 800 feet



N

**Rockfield School
Sewer Interceptor
Capital Recovery Area (SICRA)**

Warren County
Overview



Legend

-  SICRA
-  Subdivisions



Warren County
Water District



1 0.5 0 1 Miles

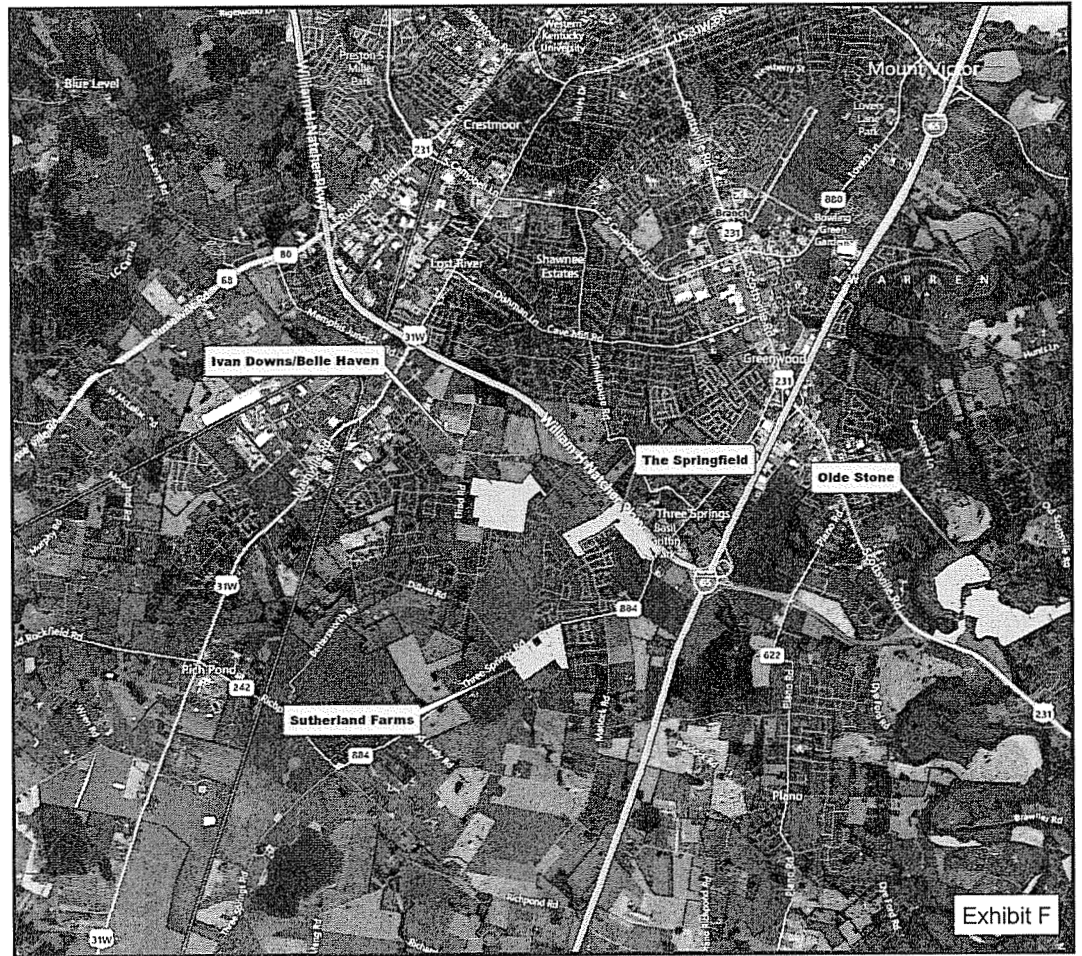


Exhibit F

Exhibit G
Subdivisions Within a 10-Mile Radius of the SICRA

Alta Vista Estates	Christians Farm
Angus Acres	Claiborne Farms Sec I
Applewood	Claiborne Farms Sec II
Applewood Phase II	Claiborne Farms Sec II
Ashmoor Park	Coalition Estates
Ashmoor Parke Section I	Coalition Estates Section 6, Phase 3
Ashmoor Parke Section II Phase 1	Coleman
Ashmoor Parke Section II Phase 2	Collett View
Ashton Place (Hidden River Phase 6)	Cool Springs Farm
B.G. Corporate Park Sections 3, 6, & 7	Copperfield
Bailey's Farm	Coppertree
Bailey's Farm Phases 1 & 2	Corvette View
Bailey's Farm Section 2	Country Place
Bailey's Farm Section 2, Phase 2	Country Place At Plano
Barclay Manor	Cradle Gardens
Barrington Manor	Crestwood Estates
Beddington Park	Crimson Ridge
Belle Haven	Crossings At Cave Mill Section 1
Bent Creek Farm	Crossings At Cave Mill Section 2
Birdland Estates	Crossings At Cave Mill Section 3
Blue Heron	Crossings At Cave Mill Section 4
Blue Heron Court	Cumberland Estates
Blue Level Properties	Cumberland Estates 2
Blue Springs Farm	Cumberland Landing
Bluegrass Meadows	Cumberland Ridge
Boddeker	Cumberland Ridge Section II
Bogle Farm	Cumberland Ridge Section IV
Brentwood Place	Deer Haven
Briar Creek	Deer Meadow
Brite Industrial Park	Deer Valley
Browning Heights	Deer Valley Section II
Cambridge Grove	Deerfield
Cambridge Heights	Deermeadow Section III
Cardinal Park	Dogwood Village
Cedar Grove Section IX	Dogwood Village 2
Cedar Grove Section VII	Drakes Creek
Cedar Grove Section VIII	Drakes Creek Hills
Cedarmoor Estates	Drakesborough
Central KY Industrial Park Rev	E B Gregory
Charles Moore	E H Webster
Charleston Place	Eaglestone Villa Condominiums
Chenoweth	Echo Valley
Cherry Farm	Elk Creek Farms

Exhibit G (Continued)
Subdivisions Within a 10-Mile Radius of the SICRA

Evergreen	Hidden River Estates
Ewing Ford Place	Hidden River Phase 1
Fairview Homesites	Hidden River Phase 2B & 2C
Farmgate	Hidden River Phase 3A
Farmington Woods	Hidden River Phase 3B & 3C
Farmwood	Hidden River Phase 5
Fieldstone Farms	Hidden River Phase 7A
Fieldstone Farms Commercial	Hidden River Phase 7B
Fieldstone Farms Section III	Hidden River Phase 7C & 8
Fieldstone Farms Section IV, Phase 1	Hidden River Phase 13
Fieldstone Farms Section IV, Phase 2	Hidden River Phase 14
Flat Rock Acres	Hilltop Acres
Fountain Crest	Hillview Mills
Fountain Trace	Hillview Mills Commercial Section 1
Fountain Trace Section 2	Hillview Mills Residential Section 1
Fox Run Trail	Hillwood Estates
Glen Lily	Hillwood Estates 2
Golden Acres	Hines
Golden Ayr Estates	Holman Estates
Grassland	Honeysuckle
Greathouse	Hopkins Property
Green Acres	Hunt Lester
Greenbriar Acres	Hunter Hills
Greenwood Commerce Park	Hunters Crossing Section 1
Greenwood Heights	Hunters Crossing Section 2
Greenwood Manor	Hunters Crossing Section 3
Greystone Section 1	Hunters Crossing Section 4 Ph. 1
Greystone Section 2	Hunters Crossing Section 4 Ph. 2
Greystone Section 3	Hunters Gate Estates
Greystone Section 4	Idle Acres
Greystone Section 5	Ironbridge Estates
Greystone Section 6	Ivan Downs
Greystone Section 7	Jennings Mill
Greystone Section 8	Joe Bill Bryant
Greystone Section 9	Kentucky Ave Development
Greystone Section 10	Lake Ayre
Hallmark Manor	Lakeview Estates
Hamford	Larmon Mill Hills
Harvest Landing	Lebanon
Heard And Tabor	Lillian Fields
Heritage Meadows	Lind Cliff Meadows
Hickory Glen Park	Lockhart Acres
Hidden Ridge	M C Hinton

Exhibit G (Continued)
Subdivisions Within a 10-Mile Radius of the SICRA

McCoy Place	Powell
McFadden Ferry	Quarryview Estates
McFaddin Station	Rector Hills
McLellan Farms	Red Cedar
Melody Acres	Regent Meadows
Memphis Junction	Remington Place
Mill Valley	Ridgewood
Millee Pond	Ridgewood Estates Sections 2 & 3
Morning Star	Rigelwood
Mount Victor Estates	Rigelwood Rd in Elk Creek Farms
Mount Victor Gardens	Rivergreen
Mt. Victor Olde Towne Section 1	Rockfield Estates
Mt. Victor Olde Towne Section 2	Roddy Estates
Nob View	Rosehaven
Nobhill	Roselawn
Oak Valley Acres	Saddlebrook
Oakwood	Scottish Manor
Olde Stone	Scottish Manor Section 3
Oxford Center	Scottsdale Estates
Park Hills Section Vi	September Lakes
Parkland Gardens	Shaker Mill Bend
Parkway Villa	Shamrock Acres
Paul Cohron	Shaver, David & Paula
Peach Meadows	Sherwood Forest
Peach Tree Downs Section 1	Sherwood Forest Section 2
Peach Tree Downs Section 2	Silver Springs
Peach Tree Downs Section 3	Singletree Meadows
Peach Tree Manor	Skipaway Point
Peachtree Downs	Smalling
Peachtree Valley	South Fork
Pebble Ridge	Southern Hills
Pedigo Acres	Spindletop
Pepperwood Trail	Springfield Section 1
Perkins Heights	Springfield Section 2
Pinewood Estates	Springfield Section 3
Pioneer Villa	Springfield Section 5 & 6
Plano Acres	Springfield Section 7
Plano North	Springfield Section 7 Ph. 2
Plano Place	Springhurst
Pleasant Colony	Stagecoach Springs
Pleasant Place	Stone Bluff
Pleasant Place Section 4	Stone Crest
Point Breeze	Stone Trace

Exhibit G (Continued)
Subdivisions Within a 10-Mile Radius of the SICRA

Stonehenge Section I	Westgate View
Stonehenge Section II & III	Whisperwind
Stonehenge Section IV	Willow Heights
Stonehenge Section V	Windhaven
Sugar Mill Plantation	Windland Estates
Sunset Acres	Windmill Heights
Sutherland Farms Section 1	Windover
Sutherland Farms Section 1 Phase 1	Winston Place
Sutherland Farms Section 1 Phase 2	Woodside Estates
Sutherland Farms Section 2 Phase 1 & 2	Wyndham Estates
The Meadows	
The Oaks	
The Preserve At Cumberland Ridge (Section III)	
The Springfield	
The Summit	
The Summit Ph. 2	
Thomasdale	
Thompson Heights	
Three Springs	
Three Springs Hollow	
Timber Ridge	
Traditions At Lovers Lane	
Trammel Creek	
Tranquility Acres	
Truitt Estates	
Twin Elms	
Twin Elms Section 6	
Twin Elms Section 9	
University Estates	
University Estates Section 6	
Valley View	
Village At Jennings Creek	
Walnut Ridge	
Walter Stevens	
Wesley Estates	
Wesley Estates Sections 1 & 2	
Wesley Estates Sections 3 & 4	
West Wind Estates	
Westen Hills	
Western Heights	
Western Hills	
Westgate	

EXHIBIT H

**AGREEMENT BETWEEN
WCWD & WCPS**

CONSTRUCTION AGREEMENT

This Construction Agreement by and between the Warren County Board of Education d/b/a Warren County Public Schools, acting through its Chairman, Mike Wilson, 303 Lovers Lane, Bowling Green, Kentucky, 42103, hereinafter ("WCPS") and the Warren County Water District, 523 U.S. 31-W By-Pass, Bowling Green, Kentucky, 42101, acting by and through its General Manager, Alan Vilines, hereinafter ("Warren Water").

WHEREAS, WCPS owns and operates the Rockfield Elementary School located on Hwy 68, Russellville Road, in southern Warren County and is desirous of procuring sewer service;

WHEREAS, Warren Water is desirous of providing sewer service to the Rockfield Elementary School and other properties in that vicinity by constructing a public project consisting of a sanitary sewer extension (the "Project") generally as shown on Exhibit 1 attached to this Agreement and titled "Rockfield School Sewer Interceptor Capital Recovery Area" dated November 1, 2011. The capital recovery area shown on Exhibit 1 is hereinafter referred to as the "SICRA"; and

WHEREAS, both parties are making significant contributions to fund the Project in consideration of the public, environmental, social and economic benefits accomplished by the proposed construction;

NOW, THEREFORE, in consideration of the premises contained herein, WCPS and Warren Water covenant and agree as follows:

1. Warren Water will finalize plans and specifications for the Project, obtain construction bids, and construct the Project by contracting with a qualified utility contractor. Expenses incurred by Warren Water in performing engineering

and administrative work are included in the estimated cost of the Project. Warren Water will strive to have the Project ready to provide service by March 31, 2012.

2. The total estimated cost of the Project is \$647,000 of which WCPS will contribute an estimated amount of \$495,000, this amount being the estimated cost of the proposed facilities if they were sized to provide service only to the school.

3. Warren Water will contribute an approximate amount of \$152,000 toward the total estimated cost of the Project, this amount being the estimated cost to increase the capacity of the facilities to serve other properties in the vicinity.

4. After bids are received and before Warren Water awards the construction contract, both parties must concur in writing that construction prices are acceptable and the Project should move forward. If both parties do not concur at that point, this agreement shall be terminated.

5. Upon completion of approximately 20 percent of the Project, and within thirty (30) days of the receipt of an invoice from Warren Water, WCPS will pay the sum of TWO HUNDRED AND FIFTY THOUSAND (\$250,000.00). Upon completion of approximately 60 percent of the Project, and within thirty (30) days of the receipt of an invoice, WCPS will pay to Warren Water the sum of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000.00). Percentages of completion shall be determined by the project engineer. WCPS will be consulted on any construction change orders that may be considered during the course of the Project.

6. After completion of the Project Warren Water will provide WCPS with a summary of all actual costs related to the Project. The actual total contribution by each respective party shall be in proportion to the estimated amounts given in Sections 2 and 3, hereinbefore. Based on this final cost summary with deductions for previous payments, WCPS will pay Warren Water its remaining balance.

7. Both parties recognize that WCPS has employed DDS Engineering to provide certain design services related to the Project. To the extent that payments by WCPS to DDS Engineering for such services are generally in line with typical engineering fees for similar work, payments by WCPS to DDS Engineering will be deducted from the total contribution paid to Warren Water by WCPS. WCPS will direct DDS Engineering to collaborate with Warren Water in developing and finalizing the plans for the Project.

8. Warren Water will establish and collect appropriate capital recovery contributions to help defray the costs of installation of the Project in accordance with its tariff as may be amended and approved by the Public Service Commission. These capital recovery contributions shall be collected from customers who apply for sewer service on properties located within the SICRA boundary shown on **EXHIBIT 1** (except WCPS). The period over which these capital recovery contributions will be collected shall extend 20 years from the date of this Agreement. In December of each year the sum of all capital recovery contributions collected by Warren Water during the previous 12 month period shall be paid to WCPS.

9. WCPS will provide easements as required by Warren Water for the pumping station and sewer lines as shown generally on **EXHIBIT 1**.

10. From the inception of the Project, Warren Water shall be considered the owner of the public facilities and therefore Warren Water shall own and maintain the completed Project except for the sewer service line connecting the school to the public gravity sewer.

11. The parties agree to take all necessary action and to execute all necessary documents permitted by law and existing contractual commitments to carry out this Agreement. The parties further acknowledge that the performance of Warren Water's obligations hereunder is subject to the approval of the Public Service Commission of Kentucky.

12. This Agreement contains the entire agreement between the parties and may not be modified except in writing and executed by all parties. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity of such provision shall not affect the remaining provisions of this Agreement.

13. Each party shall indemnify and hold harmless the other party, including reasonable attorneys fees, from any claim asserted against the indemnitee as a result of the alleged negligence of the indemnitor.

WITNESS THE HANDS OF THE PARTIES on this the day and date first above mentioned.

WARREN COUNTY BOARD OF EDUCATION

BY: Mike Wilson
Mike Wilson, Chairman

EXHIBIT I

TABULATION OF BIDS

TABULATION OF BIDS
ROCKFIELD SCHOOL SEWER LINE EXTENSION
 WARREN COUNTY WATER DISTRICT
 December 8, 2011

ITEM NO.	BASE BID SCHEDULE DESCRIPTION		Clay Pipeline Manchester, KY		Scott & Ritter Inc. Bowling Green, KY		Cleary Construction, Inc. Thompkinsville, KY		S & R Excavation Bowling Green, KY		Salmon Construction, Inc. ML. Washington, Ky		
			UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	
1.	Connect 6" Force Main to Existing Manhole	1	LS	\$2,850.00	\$2,850.00	\$5,445.00	\$5,445.00	\$2,500.00	\$2,500.00	\$8,670.00	\$8,670.00	\$2,500.00	\$2,500.00
2.	Connect School Service Lateral to Sewer	1	LS	1,060.00	1,060.00	305.00	305.00	750.00	750.00	385.00	385.00	3,000.00	3,000.00
3.	Lift Station	1	LS	100,000.00	100,000.00	99,760.00	99,760.00	140,000.00	140,000.00	163,750.00	163,750.00	97,500.00	97,500.00
4.	4" Gate Valve	1	EA	1,025.00	1,025.00	655.00	655.00	650.00	650.00	1,180.00	1,180.00	865.00	865.00
5.	6" Gate Valve	1	EA	1,150.00	1,150.00	780.00	780.00	750.00	750.00	1,320.00	1,320.00	970.00	970.00
6.	Flushing Station	1	EA	1,500.00	1,500.00	835.00	835.00	1,000.00	1,000.00	2,245.00	2,245.00	3,500.00	3,500.00
7.	Alr Release Station	4	EA	7,075.00	28,300.00	2,825.00	11,300.00	2,850.00	11,400.00	4,295.00	17,180.00	6,500.00	26,000.00
8.	10" Stl. Casing by Bore w/ 6" PE Carrier	405	LF	131.00	53,055.00	321.85	130,349.25	315.00	127,575.00	315.00	127,575.00	350.00	141,750.00
9.	Epoxy Coated Ductile Iron Fittings	550	LB	5.00	2,750.00	4.40	2,420.00	4.50	2,475.00	5.65	3,107.50	15.00	8,250.00
10.	Crushed Stone	2,100	TN	25.00	52,500.00	14.40	30,240.00	15.00	31,500.00	18.95	39,795.00	20.00	42,000.00
11.	Concrete	3	CY	145.00	435.00	215.00	645.00	100.00	300.00	425.00	1,275.00	150.00	450.00
12.	Asphalt Pavement	36	TN	160.00	5,760.00	195.00	7,020.00	250.00	9,000.00	175.00	6,300.00	200.00	7,200.00
13.	Standard 4' Dia. Manhole	3	EA	3,250.00	9,750.00	1,905.00	5,715.00	1,500.00	4,500.00	2,640.00	7,920.00	5,500.00	16,500.00
14.	Manhole Barrel Extension	7	VF	1,140.00	7,980.00	87.00	609.00	100.00	700.00	100.00	700.00	350.00	2,450.00
15.	8" SDR 35 Gravity Sewer (6'-8' Depth)	566	LF	73.00	41,318.00	44.75	25,328.50	50.00	28,300.00	62.25	35,233.50	100.00	56,600.00
16.	8" SDR 35 Gravity Sewer (8'-10' Depth)	410	LF	83.00	34,030.00	45.50	18,655.00	55.00	22,550.00	73.55	30,155.50	150.00	61,500.00
17.	4" Class 200 PVC Force Main	1,092	LF	18.50	20,202.00	26.15	28,555.80	27.00	29,484.00	14.60	15,943.20	40.00	43,680.00
18.	6" Class 200 PVC Force Main	5,837	LF	20.00	116,740.00	25.70	150,010.90	27.00	157,599.00	20.60	120,242.20	45.00	262,665.00
19.	Connect to Existing Water Line	1	LS	655.00	655.00	790.00	790.00	500.00	500.00	1,095.00	1,095.00	4,000.00	4,000.00
20.	Flush Hydrant	1	EA	2,710.00	2,710.00	1,500.00	1,500.00	2,500.00	2,500.00	2,690.00	2,690.00	4,000.00	4,000.00
21.	2" Class 200 Water Line	300	LF	8.70	2,610.00	15.00	4,500.00	15.00	4,500.00	13.45	4,035.00	20.00	6,000.00
22.	Silt Fence	285	LF	6.00	1,710.00	2.75	783.75	7.00	1,995.00	2.85	812.25	5.21	1,484.85
23.	Rip Rap Check Dam	5	TN	40.00	200.00	175.00	875.00	30.00	150.00	80.00	400.00	100.00	500.00
24.	Final Cleanup	7,905	LF	1.00	7,905.00	1.00	7,905.00	1.00	7,905.00	1.00	7,905.00	1.00	7,905.00
TOTAL BASE BID				\$496,195.00		\$534,982.20		\$588,583.00		\$599,914.15		\$801,269.85	

I hereby certify that this a true and accurate tabulation of bids as received December 8, 2011.

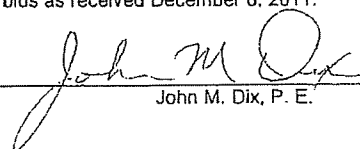

 John M. Dix, P. E.

EXHIBIT J

DIVISION OF WATER PERMIT

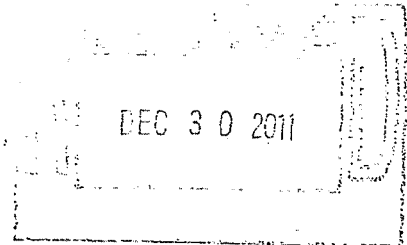


STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

December 22, 2011



John Dix
Warren County Water District
523 US HWY 31W Bypass
Bowling Green, KY 42101

Re: Rockfield School Sewer Line Extension
Warren County, Kentucky
Project ID #: 12-0165
Bowling Green WWTP
Activity ID #: 4101, APE20110015
Receiving Treatment Plant KPDES #: KY0022403

Dear Mr. Dix:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 984 linear feet of 8 inch PVC, 1,100 linear feet of 4 inch force main, 6,343 linear feet of 6 inch force main. 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 we can be of any further assistance or should you wish to discuss this correspondence, please do not hesitate to contact Mr. William Wright at 502-564-8158 x4829.

Sincerely,

Mark Rasche, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

MR / WW

Enclosures

c: Warren County Health Department
Division of Plumbing

Sewer Line Construction

Bowling Green WWTP
Facility Requirements

Activity ID No.: APE20110015

GACT0000000002 (Rockfield School SLE) 984 linear feet of 8 inch PVC, 1,100 linear feet of 4 inch force main, 6,343 linear feet of 6 inch force main:

Submittal/Action Requirements:

Condition No.	Condition
S-1	When this project is completed, the applicant shall: submit written certification: Due 30 calendar days after Completion of Construction to the Division of Water that the facilities have been constructed and tested in accordance with the approved plans and specifications and the approval conditions. Such certification shall be signed by a registered professional engineer. Failure to certify may result in penalty assessment and/or future approvals being withheld. [401 KAR 5:005 Section 24(2)]

Narrative Requirements:

Condition No.	Condition
T-1	The plans and specifications submitted for the project are approved by the Department of Environmental Protection as to sanitary features, subject to the requirements contained within the permit. [401 KAR 5:005 Section 24(3)]
T-2	Authority to construct these sewers is hereby granted. This approval is issued under the provisions of KRS Chapter 224.10-100 (19) regulations promulgated pursuant thereto. Issuance of this permit does not relieve the permittee from the responsibility of obtaining any permits or licenses required by this cabinet and other state, federal, and local agencies. [401 KAR 5:005 Section 24(3)(c)2]
T-3	A permit to construct a facility shall be effective and valid for twenty-four (24) months upon issuance unless otherwise conditioned. If construction has not commenced within twenty-four (24) months following a permit's issuance, a new permit shall be obtained before construction may begin. [401 KAR 5:005 Section 24(1)]
T-4	The permit is issued to the applicant, and the permittee shall remain the responsible party for compliance with all applicable statutes and administrative regulations until a notarized applicable change in ownership certification is submitted and the transfer of ownership is acknowledged by the cabinet. [401 KAR 5:005 Section 28(1)]
T-5	The issuance of a permit by the cabinet does not convey any property rights of any kind or any exclusive privilege..[401 KAR 5:005 Section 24(5)]
T-6	There shall be no deviations from the plans and specifications submitted with the application or the conditions specified, unless authorized in writing by the cabinet. [401 KAR 5:005 Section 24(3)(b)1]

Sewer Line Construction
Bowling Green WWTP
Facility Requirements

Activity ID No.: APE20110015

Page 2 of 4

Narrative Requirements:

Condition No.	Condition
T-7	If any portion of the sewer project will be constructed in or along a stream or wetland, contact the Water Quality Certification Section, located within the Water Quality Branch, at 502-564-3410, to determine if a 401 certification will be required. [KRS 224.16-050]
T-8	Facilities shall be designed and constructed in accordance with the "Recommended Standards for Wastewater Facilities" of the Great Lakes-Upper Mississippi River Board of State Public Health and Environmental Managers, commonly referred to as "Ten States' Standards", 2004 edition. [401 KAR 5:005 Section 7(1)(a)]
T-9	Gravity sewer lines and force mains shall be designed and constructed to give mean velocities, when flowing full, of not less than two (2) feet per second. Velocity calculations shall incorporate roughness coefficients pursuant to 401 KAR 5:005 Section 8(8). [401 KAR 5:005 Section 8(8)]
T-10	Sewer line pipe material, joints, fittings, and installation shall conform to the latest ASTM specifications. [Ten States (WW) 33.7-33.9]
T-11	Gravity sewer lines and force mains shall have a minimum of thirty (30) inches of cover or provide comparable protection. [401 KAR 5:005 Section 8(9)]
T-12	Sewer lines crossing water mains shall be laid to provide a vertical distance of eighteen (18) inches between the outside of the water main and the outside of the sewer line. This shall be the case where the water main is either above or below the sewer line. The crossing shall be arranged so that the sewer line joints are equidistant and as far as possible from the water main joints. Where a water main crosses under a sewer, adequate structural support shall be provided for the sewer line to prevent damage to the water main. [Ten States (WW) 38.32]
T-13	Sewer lines shall be laid at least ten (10) feet horizontally from any existing or proposed water main. The distance shall be measured from edge to edge. [Ten States (WW) 38.31]
T-14	If gravity sewer lines and force mains are to be constructed in fill areas, the fill areas shall be compacted to ninety-five (95) percent density as determined by the Standard Proctor Density test or to a minimum of ninety (90) percent density as determined by the Modified Proctor Density test prior to the installation of the sewer lines. [401 KAR 5:005 Section 8(10)]
T-15	An audible and visible alarm shall be provided at any proposed wastewater pump station. [Ten States (WW) 46]
T-16	All proposed pump station wetwells shall be sized such that, based on the average flow, the time to fill the wetwell from the pump-off elevation to the pump-on elevation shall not exceed thirty (30) minutes. [401 KAR 5:005 Section 8(16)]
T-17	All pump stations shall provide a minimum of two (2) hours of detention time, based on the average design flow, above the high level alarm elevation or provide an alternate source of power with wetwell storage providing sufficient time for the alternate power source to be activated. [401 KAR 5:005 Section 8(18)]

Sewer Line Construction

Bowling Green WWTP

Facility Requirements

Activity ID No.: APE20110015

PORT0000000071 (Rockfield School SLE) 984 linear feet of 8 inch PVC:

Narrative Requirements:

Condition No.	Condition
T-1	The integrity of a new gravity sewer line shall be verified by either the infiltration-exfiltration or low pressure air testing method, and a deflection test shall be performed, if using flexible pipe. The deflection test shall be performed after the final backfill has been in place for at least thirty (30) days with no pipe exceeding a deflection of five (5) percent. Additionally, each new manhole shall be tested for water tightness. [401 KAR 5:005 Section 8(6)(a)]
T-2	The entrance of groundwater into or loss of waste from a new gravity sewer line shall be limited to two-hundred (200) gpd per inch of diameter per mile of the gravity sewer line. This limitation includes manholes, gravity sewer lines, and appurtenances. [401 KAR 5:005 Section 8(5)]
T-3	A drop pipe shall be provided where the sewer enters the manhole at two (2) feet or more above the manhole invert. [Ten States (WW) 34.2]

Sewer Line Construction
Bowling Green WWTP
Facility Requirements

Activity ID No.: APE20110015

PORT0000000072 (Rockfield School SLE) 1,100 linear feet of 4 inch force main, 6,343 linear feet of 6 inch force main:

Narrative Requirements:

Condition No.	Condition
T-1	The integrity of any proposed force main shall be verified by leakage tests. The specifications shall include testing methods and leakage limits. [401 KAR 5:005 Section 8(6)(b)]
T-2	Each high point in the sewer force main shall have an automatic air release valve. [401 KAR 5:005 Section 8(19)]
T-3	Adequate thrust blocks shall be provided at all significant bends in any proposed sewer force main, in order to prevent movement of the main. [Ten States (WW) 49.4]

FOR All Areas Served

PSC KY NO. 3

SHEET NO. 1

Warren County Water District – Sewer Division
(NAME OF UTILITY)

CANCELLING PSC KY NO. 93-289 Reference
Connect Fees

SHEET NO. 1

I. Sewer Connect Fees

Residential – \$ 500.00

Business, Commercial,
Industrial or Other
Establishment – \$ 1,000.00

II. Buchanon Park Sewer Interceptor Capital Recovery Area Contributions

In addition to the connect fees listed Section I, through December 31, 2031, customers applying for the initial sewer service on a property within the boundary delineated for the Buchanon Park Sewer Interceptor Capital Recovery Area shall pay the following contribution:

<u>Water Meter Size</u>	<u>Capital Recovery Contribution Amount</u>
5/8"	\$ 700.00
1"	1,120.00
1-1/2"	1,680.00
2"	2,240.00
3"	3,360.00
4"	4,480.00
6"	6,720.00

DATE OF ISSUE May 22, 2011

MONTH / DATE / YEAR

DATE EFFECTIVE July 1, 2012

MONTH / DATE / YEAR

ISSUED BY *Nery Nanche*

SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. _____ DATED _____

FOR All Areas Served

PSC KY NO. 3

SHEET NO. 2

Warren County Water District -- Sewer Division
(NAME OF UTILITY)

CANCELLING PSC KY NO. 93-289 Reference
Connect Fees

SHEET NO. 2

(N) III. Rockfield School Sewer Capital Recovery Area Contributions

In addition to the connect fees listed Section I, through July 31, 2032, customers applying for the initial sewer service on a property within the boundary delineated for the Rockfield School Sewer Capital Recovery Area shall pay the following contribution:

<u>Water Meter Size</u>	<u>Capital Recovery Contribution Amount</u>
5/8"	\$ 770.00
1"	1,230.00
1-1/2"	1,850.00
2"	2,460.00
3"	3,700.00
4"	4,930.00
6"	7,390.00

DATE OF ISSUE May 22, 2011

MONTH / DATE / YEAR

DATE EFFECTIVE July 1, 2012

MONTH / DATE / YEAR

ISSUED BY 

SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. _____ DATED _____