



**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

Linda Gorton  
Mayor  
Lexington-Fayette Urban County Government  
200 E Main St  
Lexington, KY 40507

**KENTUCKY INFRASTRUCTURE AUTHORITY  
CONDITIONAL COMMITMENT LETTER**

KIA Grant Number 21CWS027  
WRIS Project Number SX21067064

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 Lexington-Fayette Urban County Government (the "Grantee") in the amount of \$11,868,095 for the UltraViolet (UV) Radiation WWTP Disinfection Retrofit 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.





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**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,

A handwritten signature in cursive script that reads "Sandy Williams".

Sandy Williams,  
Executive Director

**Attachments**

cc: Tiffany Rank, Project Administrator  
Charles H Martin, Lexington Fayette Urban County Government  
Don Schierer, KIA Grant Analyst  
File

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

A handwritten signature in cursive script that reads "Linda Gorton".  
\_\_\_\_\_  
Accepted

5/4/2022  
\_\_\_\_\_  
Date

**TEAM**  
**KENTUCKY.**

An Equal Opportunity Employer M/F/D

Linda Gorton  
March 17, 2022  
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21CWS027

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

Lexington-Fayette Urban County Government

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

**Terms**

1. The grant award shall not exceed \$11,868,095 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW) and/or the Kentucky Public Service Commission, if any, shall be obtained by the Grantee prior to project bid.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

### Conditions

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

1. The Project Profile (SX21067064) shall be updated to accurately reflect project data and mapping information effective as of the date certified in **Exhibit 1**.  
  
Documentation of final funding commitments from all parties other than the Authority as identified in the Budget Tab of the updated Project Profile shall be submitted with Exhibit 1. Documentation shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.
2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority. **Exhibit 2**
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority. **Exhibit 3**

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

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

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

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

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

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

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

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

**Exhibit 9**

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

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

**Exhibit 10**

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

**ATTACHMENT B  
PROJECT BUDGET**



**CWP PROJECT BUDGET**

Project Title: UltraViolet (UV) Radiation WWTP  
Disinfection Retrofit

WRIS#: SX21067064

Project Budget: Estimated  As Bid  Revised

Cost Classification		CWP Grant 21CWS027	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses									
2	Legal Expenses									
3	Land, Appraisals, Easements									
4	Relocation Expense & Payments									
5	Planning									
6	Engineering Fees - Design									
0	Engineering Fees - Construction									
8	Engineering Fees - Inspection									
9	Engineering Fees - Other									
10	Construction									
11	Equipment									
12	Miscellaneous									
13	Contingencies									
	<b>Total</b>									

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

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

**Total Funding**

                    

Construction Cost Categories	Funding Source	Total Cost
Treatment Secondary Portion		
Treatment Advanced Portion		
Inflow & Infiltration Correction		
Major Sewer Rehabilitation		
Collector Sewers		
Interceptor Sewers, including Pump Stations		
Combined Sewer Overflow Correction		
Stormwater		
Energy Conservation		
Water Conservation		
<b>TOTAL CONSTRUCTION COSTS</b>		



# Clean Water Project Profile

Legal Applicant: **Lexington-Fayette Urban County Government**

Project Title: **UltraViolet (UV) Radiation WWTP Disinfection Retrofit**

Project Number: **SX21067064**      [View Map](#)

Submitted By: **BGADD**

Funding Status: **Partially Funded**

Primary County: **Fayette**

Project Status: **Pending**

Planning Unit: **Unit 6**

Project Schedule: **0-2 Years**

Multi-County: **Yes**

E-Clearinghouse SAI:

ECH Status:

Applicant Entity Type: **Incorporated City**

ADD WMC Contact: **Karyn Leverenz**

Date Approved (AWMPC):

### Project Description:

Lexington is pursuing a project to eliminate the use of chlorine to disinfect wastewater effluent, converting the disinfection process at both Lexington WWTPs to UV radiation. Currently, both the Town Branch WWTP (rated capacity 30 MGD) and the West Hickman WWTP (rated capacity 33.8 MGD) use gaseous chlorine stored in one ton cylinders. Total maximum storage is > 20 tons. Both plants use sulfur dioxide to remove residual chlorine below discharge limits. The total maximum storage for sulfur dioxide is > 10 tons.

### Need for Project:

Briefly describe how this project promotes public health or achieves and/or maintains compliance with the Clean Water Act or Safe Drinking Water Act:

Eliminating gaseous chlorine from the WWTP process eliminates toxic gas exposure risks for operators and the public. Eliminating the use of chlorine in the wastewater effluent disinfection process reduces the probability of forming disinfection byproducts in drinking water supplies.

### Project Alternatives:

Alternate A:

Switch to an alternative disinfection chemical that has a higher operating cost than gaseous chlorine. The alternative chemical would likely also have different exposure risks for operators and the public

Alternate B:

Do nothing

### Legal Applicant:

Entity Type: **Incorporated City**

PSC Group ID: **8810200**

Entity Name: **Lexington-Fayette Urban County Government**

Web URL:

Office EMail: **aallan@lexingtonky.gov**

Office Phone: **859-425-2255**

Toll Free:

Fax: **859-258-3194**

Mail Address Line 1: **200 E Main St**

Phys Address Line 1:

Mail Address Line 2:

Phys Address Line 2:

Mail City, State Zip: **Lexington, KY 40507**

Phys City, State Zip:

Contact: **Abigail Allan**

Financial Contact:

Auth Official: **Linda Gorton**

Contact Title: **City Clerk**

Financial Contact Title:

Auth Official Title: **Mayor**

Contact EMail: **aallan@lexingtonky.gov**

Financial Contact EMail:

Auth Official EMail: **LGorton@lexingtonky.gov**

Contact Phone: **859-268-3241**

Financial Contact Phone:

Auth Official Phone: **859-268-3100**

Data Source: **Kentucky Department for Local Government**

Date Last Modified: **07.30.2021**



## Clean Water Project Profile

SX21067064 - Lexington-Fayette Urban County Government  
UltraViolet (UV) Radiation WWTP Disinfection Retrofit

### Project Administrator (PA) Information

Name: **Tiffany Rank**  
 Title: **Plant Engineer**  
 Organization: **Lexington Fayette Urban County Government**  
 Address Line 1: **301 Lisle Industrial Ave**  
 Address Line 2:  
 City: **Lexington** State: **KY** Zip: **40511**  
 Phone: **859-425-2405** Fax:

### Applicant Contact (AC) Information

Name: **Charles H Martin**  
 Title: **Director of Water Quality**  
 Organization: **Lexington Fayette Urban County Government**  
 Address Line 1: **125 Lisle Industrial Avenue**  
 Address Line 2: **Suite 180**  
 City: **Lexington** State: **KY** Zip: **40511**  
 Phone: **859-425-2400** Fax:

### Estimated Budget

#### Project Cost Categories:

Cost Category	Cost
Administrative Expenses:	
Legal Expenses:	
Land, Appraisals, Easements:	
Relocation Expenses & Repayments:	
Planning:	
Engineering Fees - Design:	\$ 806,320
Engineering Fees - Construction:	
Engineering Fees - Inspection:	\$ 175,000
Engineering Fees - Other:	
Construction:	\$ 8,063,200
Equipment:	\$ 1,916,800
Miscellaneous:	
Contingencies:	\$ 1,511,850
<b>Total Project Cost:</b>	<b>\$ 12,473,170</b>

#### Construction Cost Categories:

Cost Category	Cost
WWTP Secondary Portion:	\$ 8,063,200
WWTP Advanced Portion:	
Inflow & Infiltration (I&I) Correction:	
Major Sewer Rehabilitation:	
Collector Sewers:	
Interceptor Sewers, Including Pump Stations:	
Combined Sewer Overflow Correction:	
NPS Urban:	
Non-Categorized Cost:	
<b>Total Construction Cost:</b>	<b>\$ 8,063,200</b>
<b>Total Sustainable Infrastructure Costs:</b>	

Note: Total Sustainability Infrastructure Costs are included within construction and other costs reported in this section. This breakout is provided for SRF review purposes.

### Project Funding Sources:

Total Project Cost: **\$12,473,170**  
 Total Committed Funding: **\$360,000**  
 Funding Gap: **\$12,113,170 (Partially Funded)**

This project will be requesting SRF funding for fiscal year 2023.

### Estimated Project Schedule:

Facility Plan Approval Date: **01-26-2020**  
 Est. Environmental Review Submittal Date: **12-31-2021**  
 Estimated Bid Date: **12-31-2022**  
 Estimated Construction Start Date: **03-30-2023**  
 Estimated Construction Completion Date: **06-30-2024**

Funding Source	Loan or Grant ID	Fiscal Year	Amount	Status	Applicable Date
RMP		2022	\$360,000	Committed	7/1/2021
Cleaner Water Program Grant Funds		2022	\$12,113,170	Anticipated	
<b>Total Committed</b>			<b>\$360,000</b>		

### Funding Source Notes:

\$360,000 already committed as part of the Consent Decree RMP financial model. CWP Grant Funds - system is submitting for the Fayette County allocation (\$11,868,094.74) and \$49.9m shortfall pot (\$245,075)



## Clean Water Project Profile

SX21067064 - Lexington-Fayette Urban County Government  
UltraViolet (UV) Radiation WWTP Disinfection Retrofit

The following systems are beneficiaries of this project:

- ✓ KY0021491 LFUCG - Town Branch
- KY0021504 LFUCG - West Hickman

Note: Check mark indicates primary system for this project.

**Project Ranking by AWMPC:**

Regional Ranking(s): \_\_\_\_\_

Planning Unit Ranking: \_\_\_\_\_

Total Points: \_\_\_\_\_

- Plans and specs have been sent to DOW.
- Plans and specs have been reviewed by DOW.
- Plans and specs have been sent to PSC.
- Plans and specs have been reviewed by PSC.

### Economic, Demographic and Geographic Impacts

Economic Impacts	
Jobs Created:	
Jobs Retained:	

*Demographic Impacts (GIS Census Overlay)			
Serviceable Demographic	Project Area	Included Systems	Included Utilities
Population:		121,836	286,776
Households:		54,556	131,293
MHI:		\$57,291	*\$57,328
MHI MOE		\$1,252	*\$1,262
MOE as Pct:		2.0%	2.0%
**NSRL:		0	0

Population and household counts are based on 2010 census block values from the SF1 (100%) dataset.

MHI Source is from the American Community Survey 2015-2019 5Yr Estimates (Table B19013) \*(for the primary system operated by the above listed beneficiary utilities).

MHI MOE = Med HH Income Margin of Error.

- \*\* NSRL (Non-Standard Rate Levels):
- 0 = Income above Kentucky MHI (KMHI).
  - 1 = Income between 80% KMHI and KMHI.
  - 2 = Income less than or equal to 80% KMHI.
  - KMHI = \$50,589
  - 80% KHMI = \$40,471

New Customers	
New Residential Customers:	
New Commercial Customers:	
New Institutional Customers:	
New Industrial Customers:	

New or Improved Service		
Service Demographic	Survey Based	Census Overlay*
To Unserved Households:		
To Underserved Households:		
To Total Households:		
** Cost Per Household:		

\* GIS Census block overlay figures are estimates of population and households potentially served by systems and projects based on a proximity analysis of relevant service lines to census block boundaries.

\*\* Cost per household is based on surveyed household counts, not GIS overlay values.

#### Geographic Impacts For Project Area

Counties	
Fayette	
Jessamine	

  

Legislative Districts	
District Name	Legislator
House 039	Matt Lockett
House 077	George Brown Jr.
Senate 13	Reginald Thomas
Senate 22	--- Empty Seat ---
Congressional 6	Andy Barr

  

Groundwater Sensitivity Zones	
	5

  

HUC 10 Watersheds	
HUC Code	Watershed Name
0510020506	Hickman Creek
0510020509	South Elkhorn Creek-Elkhorn Creek

#### Geographic Impacts For Included System(s)

Counties	
Fayette	
Jessamine	

  

Legislative Districts	
District Name	Legislator
House 039	Matt Lockett
House 045	Killian Timoney
House 055	Kim King
House 056	Daniel Fister
House 062	Phillip Pratt
House 072	Matthew Koch
House 075	Kelly Flood
House 076	Ruth Ann Palumbo
House 077	George Brown Jr.
House 079	Susan Westrom
House 088	Cherlynn Stevenson
Senate 12	Alice Forgy Kerr
Senate 13	Reginald Thomas
Senate 22	--- Empty Seat ---
Senate 28	Ralph Alvarado
Senate 34	Jared Carpenter
Congressional 2	Brett Guthrie
Congressional 6	Andy Barr

#### Potential Impaired Watershed Designations

303d	305b	Priority Watershed	Special Use Waters	Exceptional Use Waters
Yes	Yes	Yes	Yes	Yes

Note: Impaired Watershed Designations only indicate that mapped components for this project lie within a HUC-14 watershed boundary containing impaired waterbody features. An affirmative indication for any designation will require a detailed analysis of the project to determine if any of the proposed project components will actually have a positive impact on the relevant impaired features.



**Clean Water Project Profile**  
 SX21067064 - Lexington-Fayette Urban County Government  
 UltraViolet (UV) Radiation WWTP Disinfection Retrofit

**CW Specific Impacts:**

**Wastewater Volumes (MGD):**

For this project:	
For included system(s):	<b>124.690</b>
Reduced by this project:	

**Other CW Specific Impacts:**

- This project provides regionalization and/or consolidation of wastewater treatment systems.
- This project will eliminate a package treatment plant that is more than 25 years old.
- This project will eliminate a package treatment plant that has received notices of violations within the last two state fiscal years.
- This project includes an on-site mound, and/or decentralized WW treatment system.
- This project is necessary to achieve full or partial compliance with a court order, agreed order, or a judicial or administrative consent decree.
  - This project includes components to achieve compliance with a federal consent decree.
- Primary system has not received any CWA Notices of Violation within the previous state fiscal year-July through June, i.e. July 2014 – June 2015).
- This project is consistent with the approved facility plan.
- This project will have a positive impact on drinking water sources within a 5 mile radius.

**Planning Needs:**

- Combined Sewer Overflow (CSO) Correction.
- Sanitary Sewer Overflow (SSO) Correction.
- Replacement or Rehabilitation of Aging Infrastructure.
- New Treatment Plant.
- New Collector Sewers and Appurtenances.
- Decentralized Wastewater Treatment Systems.
- Upgrade to Advanced Treatment.
- Rehab/Upgrade/Expansion of Existing Treatment Plant.
- New Interceptor Sewers and Appurtenances.
- Storm Water Control.
- Non-Point Source (NPS) Pollution Control.
- Recycled Water Distribution.
- Planning.
- Other (specify):

**Project Inventory (Mapped Features):**



**Clean Water Project Profile**  
 SX21067064 - Lexington-Fayette Urban County Government  
 UltraViolet (UV) Radiation WWTP Disinfection Retrofit

Mapped Point Features							
DOW Permit ID	Count	FeatureType	Purpose	Status	Existing Capacity	Proposed Capacity	Units
KY0021491	1	SEWAGE TREATMENT PLANT		REHAB			
KY0021491	1	SEWAGE TREATMENT PLANT		STP - UPGRADE			
KY0021504	1	SEWAGE TREATMENT PLANT		REHAB			
KY0021504	1	SEWAGE TREATMENT PLANT		STP - UPGRADE			

There are no mapped line features for this project.

**Administrative Components:**

- Planning
  Design
  Construction
  Management

**Wastewater Treatment Plants Eliminated:**

- This project includes the elimination of wastewater treatment plant(s).

**Sanitary Sewer Components:**

- This project includes a new wastewater treatment plant.  
Proposed design capacity (MGD): **0.000**
- This project includes an expansion of an existing wastewater treatment plant.  
Current design capacity (MGD): **0.000**  
Current treatment volume (MGD): **0.000**  
Proposed design capacity (MGD): **0.000**
- This project includes rehabilitation of an existing wastewater treatment plant.
- This project includes upgrades to an existing wastewater treatment plant.
- This project includes rehabilitation or replacement of aging infrastructure.  
Total length of replaced infrastructure (LF): **0**
- This project includes new collector sewers.  
Total length of replaced infrastructure (LF): **0**
- This project includes new interceptor sewers.  
Total length of new interceptor sewer (LF): **0**
- This project includes elimination of existing sewer system components.  
Number of failing septic systems eliminated:  
Number of non-failing septic systems eliminated:



## Clean Water Project Profile

SX21067064 - Lexington-Fayette Urban County Government  
UltraViolet (UV) Radiation WWTP Disinfection Retrofit

### Sustainable Infrastructure - Green Infrastructure:

*Green stormwater infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintains and restores natural hydrology by infiltrating, evapotranspiring and harvesting and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains, and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale, green infrastructure consists of site and neighborhood-specific practices, such as:*

Component	Cost
<input type="checkbox"/> Implementation of green streets.	
<input type="checkbox"/> Wet Weather management systems for parking areas.	
<input type="checkbox"/> Implementation of comprehensive urban forestry programs.	
<input type="checkbox"/> Stormwater harvesting and reuse.	
<input type="checkbox"/> Downspout disconnection.	
<input type="checkbox"/> Comprehensive retrofit programs designed to keep wet weather discharges out of sewer systems.	
<input type="checkbox"/> Establishment or restoration of riparian buffers, floodplains, wetlands or other natural features.	
<input type="checkbox"/> Management of wetlands.	
<input type="checkbox"/> Purchase of land or easements on land that has a direct benefit to water quality.	
<b>Total Green Infrastructure Cost:</b>	<b>\$0</b>

*\* Indicates a business case may be required for this item.*

**There are no Green Infrastructure components specified for this project.**

### Sustainable Infrastructure - Water Efficiency:

*The use of improved technologies and practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources for the future. Examples include:*

Component	Cost
<input type="checkbox"/> Installing or retrofitting water efficient devices such as plumbing fixtures and appliances (toilets, showerheads, urinals).	
<input type="checkbox"/> Installing any type of water meter in previously unmetered areas (can include backflow prevention if in conjunction with meter replacement).	
<input type="checkbox"/> Replacing existing broken/malfunctioning water meters with AMR or smart meters, meters with leak detection, backflow prevention.	
<input type="checkbox"/> Retrofitting/Adding AMR capabilities or leak equipment to existing meters.	
<input type="checkbox"/> Developing water audit and conservation plans, which are reasonably expected to result in a capital project.	
<input type="checkbox"/> Recycling and water reuse projects that replace potable sources with non-potable sources (Gray water, condensate, and wastewater effluent reuse systems, extra treatment or distribution costs associated with water reuse).	
<input type="checkbox"/> Retrofit or replacement of existing landscape irrigation/agricultural systems to more efficient landscape/agricultural irrigation systems (rain and moisture sensing equipment).	
<input type="checkbox"/> Water meter replacement with traditional water meters.*	
<input type="checkbox"/> Projects that result from a water audit or water conservation plan.*	
<input type="checkbox"/> Storage tank replacement/rehabilitation to reduce water loss.*	
<input type="checkbox"/> New water efficient landscape/agricultural irrigation system, where there currently is not one.*	
<b>Total Water Efficiency Cost:</b>	<b>\$0</b>

*\* Indicates a business case may be required for this item*

**There are no Water Efficiency components specified for this project.**



## Clean Water Project Profile

SX21067064 - Lexington-Fayette Urban County Government  
UltraViolet (UV) Radiation WWTP Disinfection Retrofit

### Sustainable Infrastructure - Energy Efficiency:

*Energy efficiency is the use of improved technologies and practices to reduce the energy consumption of water projects, use energy in a more efficient way, and/or produce/utilize renewable energy. Examples include:*

Component	Cost
<input type="checkbox"/> Renewable energy projects such as wind, solar, geothermal, and micro-hydroelectric, and biogas combined heat and power systems that provide power to a POTW.	
<input type="checkbox"/> POTW-owned renewable energy projects.	
<input type="checkbox"/> Collection system infiltration/inflow (I/I) detection equipment.	
<input type="checkbox"/> POTW energy management planning, including energy assessments, energy audits, optimization studies, and sub-metering of individual processes to determine high energy use areas.	
<input type="checkbox"/> Projects that achieve a reduction in energy consumption (pumps, motors).*	
<input type="checkbox"/> Projects that cost effectively eliminate pumps or pumping stations.*	
<input type="checkbox"/> I/I correction projects that save energy from pumping and reduced treatment costs.*	
<input type="checkbox"/> I/I correction where excessive groundwater infiltration is contaminating the influent requiring otherwise unnecessary treatment processes.*	
<input type="checkbox"/> Replacing old motors with premium energy efficiency motors.*	
<input type="checkbox"/> Upgrade of POTW lighting to energy efficient sources.*	
<input type="checkbox"/> SCADA systems where substantial energy savings can be demonstrated.*	
<input type="checkbox"/> Variable Frequency Drive (VFD) controllers where substantial energy savings can be demonstrated.*	
<b>Total Energy Efficiency Cost:</b>	<b>\$0</b>

*\* Indicates a business case may be required for this item.*

***There are no Energy Efficiency components specified for this project.***





### Clean Water Project Profile

SX21067064 - Lexington-Fayette Urban County Government  
UltraViolet (UV) Radiation WWTP Disinfection Retrofit

#### Sustainable Infrastructure - Environmentally Innovative Infrastructure:

Environmentally innovative projects include those that demonstrate new and/or innovative approaches to delivering services or managing water resources in a more sustainable way. Examples include:

Component	Cost
<input type="checkbox"/> Total integrated water resources management planning likely to result in a capital project.	
<input type="checkbox"/> Utility sustainability plan consistent with EPA's sustainability policy.	
<input type="checkbox"/> Greenhouse gas inventory or mitigation plan and submission of a GHG inventory to a registry as long as it is being done for an SRF eligible facility.	
<input type="checkbox"/> Planning activities by a POTW to prepare for adaptation to the long-term effects of climate change and/or extreme weather.	
<input type="checkbox"/> Construction of US Building Council LEED certified buildings, or renovation of an existing building on POTW facilities.	
<input type="checkbox"/> Decentralized wastewater treatment solutions to existing deficient or failing onsite wastewater systems.	
<input type="checkbox"/> Constructed wetlands projects used for municipal wastewater treatment, polishing, and/or effluent disposal.*	
<input type="checkbox"/> Projects that result from total/integrated water resource management planning consistent with the decision criteria for environmentally innovative projects and that are CWSRF eligible.	
<input type="checkbox"/> Projects that facilitate adaptation of POTWs to climate change identified by a carbon footprint assessment or climate adaption study.*	
<input type="checkbox"/> POTW upgrades or retrofits that remove phosphorus for beneficial use, such as biofuel production with algae.*	
<input checked="" type="checkbox"/> Projects that significantly reduce or eliminate the use of chemicals in wastewater treatment.*	<b>\$8,063,200</b>
<input type="checkbox"/> Treatment technologies that significantly reduce the volume of residuals, generation of residuals, or lower the amount of chemicals in the residuals.*	
<input type="checkbox"/> Educational activities and demonstration projects for water or energy efficiency.*	
<input type="checkbox"/> Projects that achieve the goals/objectives of utility asset management plans.*	
<input type="checkbox"/> Sub-surface land application of effluent and other means for groundwater recharge, such as spray irrigation and overland flow.*	
<b>Total Environmentally Innovative Cost:</b>	<b>\$8,063,200</b>

\* Indicates a business case may be required for this item.

**Eliminating gaseous chlorine from the WWTP process eliminates toxic gas exposure risks for operators and the public. Eliminating the use of chlorine in the wastewater effluent disinfection process reduces the probability of forming disinfection byproducts in drinking water supplies**

#### Sustainable Infrastructure - Asset Management:

If a category is selected, the applicant must provide proof to substantiate claims. The documents must be submitted to Anshu Singh (Anshu.Singh@ky.gov) for CW projects

Component
Last Rate Adjustment Date: <b>07-01-2019</b> Download Fee Schedule
Rate Adjustment Age: <b>30 months</b>
System's monthly water bill, based on 4,000 gallons, as a percentage of MHI: <b>0.66%</b>
<input type="checkbox"/> The system(s) has an Asset Management Plan (AMP).
<input type="checkbox"/> The system(s) involved in this project have specifically allocated funds for the rehabilitation and replacement of aging and deteriorating infrastructure.

Project Status: Pending

Date Approved:

Date Revised:

## ATTACHMENT C

## CWP GRANT CONDITIONS – COMPLIANCE FORMS &amp; EXHIBITS

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

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

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

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

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

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

**EXHIBIT 1**

**CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System

as of \_\_\_\_\_ by the Grantee's Authorized Official and Project Administrator.

(date)

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

**EXHIBIT 2**

**EZ VENDOR REGISTRATION APPLICATION**

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

Vendor Registration Guide (Revised December 2020)

Link to the Vendor Self Service site

**The Grantee's Vendor Number is:**

\_\_\_\_\_.

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

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

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

Grantee Information:

Grantee Name:	
Data Universal Numbering system (DUNS) No.*:	
KIA Grant Number	21CWS027
CWP Project Number:	SX21067064
Street Address	
City, State and Zip (Zip must include 4-digit extension)	
Federal Congressional District(s) of Grantee Utility Service Area:	

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

DUNS Name	
-----------	--

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

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4-digit extension)	
Federal Congressional District(s) of Project Location	

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

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive \$25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

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

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

EXHIBIT 4

RESOLUTION

**RESOLUTION OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE AGREEMENT, AUTHORIZING THE AMENDMENT OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT'S ANNUAL BUDGET, AND AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED DOCUMENTS**

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

WHEREAS, the Lexington-Fayette Urban County Government (the "Grantee") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Lexington-Fayette Urban County Government as follows:

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

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

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

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

ADOPTED on April 29<sup>th</sup>, 2020.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

Linda Horton

Authorized Signatory

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on April 20<sup>th</sup>, 2022; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on May 5<sup>th</sup>, 2022.

Linda Gordon  
Secretary/Clerk  
Mackenzie Stock  
Deputy Council Clerk



**EXHIBIT 5**

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

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

(Date)

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

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

Ms. Sandy Williams:

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

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

Based upon my review I am of the opinion that:

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

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

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

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

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

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

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

Respectfully,

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

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

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

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

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

Grantee Authorized Official:   
Signature

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

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

**EXHIBIT 7**

**COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS**

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

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

**[Link to eClearinghouse](#)**

**EXHIBIT 8**

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

**EXHIBIT 9**

**THE BID PACKAGE**

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

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

EXHIBIT 9

CLEAR SITE CERTIFICATE – CWP Grantee

I Linda Horton, the Authorized Official of the Lexington-Fayette Urban County Government, certifies that the Grantee has acquired all real property, including easements and rights-of-way, that are or will be required for construction, (erection, extension, modification, addition) operation and maintenance of the utility infrastructure project identified above.

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

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

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

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

Dated this 4 day of May, 2022

Linda Horton

Grantee's Authorized Official

Mayor Linda Horton

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

**EXHIBIT 9**

**CLEAR SITE CERTIFICATE – Title Attorney**

I, \_\_\_\_\_, an Attorney at Law, acting as Title Counsel to the Lexington-Fayette Urban County Government (the "Grantee"), the owner of the Project cited above, do hereby certify:

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

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

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

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



**EXHIBIT 10**

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

I, the Authorized Official of the Lexington-Fayette Urban County Government (the "Grantee"), hereby certify that the Grantee agrees, as a condition of its Cleaner Water Program fund award, as follows:

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

**Lexington-Fayette Urban County Government**

Linda Gorton  
**Printed Name of Authorized Official**

Linda Gorton  
**Signature of Authorized Official**

5/10/2022  
**Date**

## EXHIBIT 11

## CERTIFICATE OF PROJECT COMPLETION

Pursuant to the Grant Assistance Agreement between the Kentucky Infrastructure Authority (the "Authority") and the Lexington-Fayette Urban County Government (the "Grantee"), this certificate, signed by the Grantee's Engineer and the Grantee, confirms that the following Project implementation activities are complete.

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

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

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

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

Authorized Official: Linda Gordon

Project Administrator: Mayor

Date: 5/10/2022