

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

1. Please see attached documents. The most recent increase was signed on December 4, 2018 and put into effect in February 2019. This increase was pursuant to a letter of conditions from Rural Development. See attached documents.

Minutes

Rattlesnake Ridge Water District

December 11th, 2018

Meeting was called to order at 4:01pm by Bill Gilbert. Commissioners attending were Bill Gilbert, George Wells, Steve Ison, Mike Copley and Randy Steagall. Employees attending were Lester Bowling, W.C Gilbert, Becky, Carolyn, David, Darren, Glen, Shannon and Brian.

Mike made the motion to dispense the reading of November's minutes. George Wells second. All in favor.

George Wells made the motion to approve bills paid. Randy Steagall second. All in favor.

Mr. Hollifield, from Big Sinking, came to the meeting to discuss the huge bill that occurred because of leak; board told him that after the leak adjustment he can take at least 6 months to pay the remaining balance.

Riley spoke about the project and how construction will start in February; He needs a list of the roads in order (which one to start first) to give the contractor. No PRV will be installed on Huffs Run which will result in a \$25,000.00 deduction on Phase11; All water lines will be class 250 ON Phase 11.

Elliott county judge executive, Myron Lewis, come to the board meeting to introduce himself.

Guys found Mitz Cundiff stealing water againthey had meter pulled in 2016 for stealing and then went and stole a meter from a neighbor and put it and continued to steal water ...Board decided that bill had to be paid in full and new meter bought in order to receive water.

Discussion on water rates changing the end of January.

Board addressed the issue of extra days on readings last month and came to the discussion that 2 guys will be reading meters each month. When they are finished reading meters they are to go and look for leaks with their extra time to help cut down on water loss.

Lester Bowling talked about renewing his fluoride flush lines.



Chairman



Secretary



November 8, 2017

Bill Gilbert, Chairman
Rattlesnake Ridge Water District
P.O. Box 475
Grayson, Kentucky 41143

SUBJECT: Recipient Name: Rattlesnake Ridge Water District

Project Name: Phase II Improvements

Dear Chairman Gilbert:

This letter establishes conditions that must be understood and agreed to by you before further consideration may be given to the application. The loan and grant will be administered on behalf of the Rural Utilities Service (RUS) by the State and Area office staff of USDA Rural Development. Any changes in project cost, source of funds, scope of services or any other significant changes in the project or applicant must be reported to and approved by USDA Rural Development, by written amendment to this letter. Any changes not approved by Rural Development shall be cause for discontinuing processing of the application. It should also be understood that Rural Development is under no obligation to provide additional funds to meet an overrun in construction costs.

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed \$2,490,000; a RUS grant not to exceed \$831,400; a Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) of \$800,000. No applicant cash contribution will be required.

If Rural Development makes the loan, the interest rate will be the lower of the rate in effect at the time of loan approval or the rate in effect at the time of loan closing, unless the applicant otherwise chooses. The loan will be considered approved on the date a signed copy of Form RD 1940-1, "Request for Obligation of Funds," is mailed to you.

Please complete and return the attached Form RD 1942-46, "Letter of Intent to Meet Conditions," if you desire that further consideration be given to your application.

The "Letter of Intent to Meet Conditions" must be executed within three weeks from the date of this letter or it becomes invalid unless a time extension is granted by Rural Development.

If the conditions set forth in this letter are not met within 210 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application. In signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are agreeing to complete the following as expeditiously as possible:

Rural Development • Kentucky State Office
771 Corporate Drive, Suite 200, Lexington, Kentucky 40502
Voice (859) 224-7300 • Fax (855) 661-8335 • TTY (859) 224-7422

USDA is an equal opportunity provider, employer and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form (PDF), found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

1. Number of Users and Their Contribution:

There shall be 4,154 water users, of which 4,125 are existing users and 29 are new users. The Area Director will review and authenticate the number of users and amount of connection fees prior to advertising for construction bids.

2. Grant Agreement:

Attached is a copy of RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," for your review. You will be required to execute a completed form at the time of grant closing.

3. Drug-Free Work Place:

Prior to grant closing, the District will be required to execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative I - For Grantees Other Than Individuals."

4. Repayment Period:

The loan will be scheduled for repayment over a period not to exceed 40 years from the date of the Bond. Principal payment will not be deferred. Payments will be in accordance with applicable KRS, which requires interest to be paid semi-annually (January 1st and July 1st) and principal will be due on or before the first of January. Rural Development may require the District to adopt a supplemental payment agreement providing for monthly payments of principal and interest so long as the bond is held or insured by RUS. Monthly payments will be approximate amortized installments.

5. Recommended Repayment Method:

Payments on this loan shall be made using the Preauthorized Debit (PAD) payment method. This procedure eliminates the need for paper checks and ensures timely receipt of RD loan payments. To initiate PAD payments, Form RD 3550-28, "Authorization Agreement for Preauthorized Payments," should be signed by the District to authorize the electronic withdrawal of funds from your designated bank account on the exact installment payment due date. The Area Director will furnish the necessary forms and further guidance on the PAD procedure.

6. Reserve Accounts:

Reserves must be properly budgeted to maintain the financial viability of any operation. Reserves are important to fund unanticipated emergency maintenance, pay for repairs, and assist with debt service should the need arise.

The District will be required to deposit \$865 per month into a "Funded Debt Reserve Account" until the account reaches \$103,435. The deposits are to be resumed any time the account falls below the \$103,435.

The required monthly deposits to the Reserve Account and required Reserve Account levels are in addition to the requirements of the District's prior bond ordinances.

The monthly deposits to the Reserve Account are required to commence with the first month of the first full fiscal year after the facility becomes operational.

The District also needs to fund an account for short-lived assets by depositing a sum of \$1,833 monthly into the account. The funds in the short-lived asset account may be used by the District as needed to replace or add short-lived assets in the District's utility systems.

7. Security Requirements:

A pledge of gross water revenue(s) will be provided in the Bond Ordinance. Bonds shall rank on a parity with existing bonds, if possible.

If this is not possible, the bond will be subordinate and junior to the existing bonds, in which case the District will be required to abrogate its right to issue additional bonds ranking on a parity with the existing bonds, so long as any unpaid indebtedness remains on this bond issue. Additional security requirements are contained in [RUS Bulletin 1780-12, "Water and Waste System Grant Agreement," and RUS Bulletin 1780-27, "Loan Resolution Public Body." A draft of all security instruments, including, draft bond resolution, must be reviewed and concurred in by the Agency prior to advertising for bids. The Bond Resolution and Loan Resolution must be duly adopted and executed prior to loan closing. The Grant Agreement must be fully executed prior to the first disbursement of grant funds.

8. Land Rights and Real Property:

The District will be required to furnish satisfactory title, easements, etc., necessary to install, maintain and operate the facility to serve the intended users.
The pipelines will be on private rights-of-way where feasible. Easements and options are to be secured prior to advertising for construction bids.

9. Organization:

The District will be legally organized under applicable KRS, which will permit them to perform this service, borrow, or repay money.

The District must maintain a current registration of their Dun and Bradstreet Data Universal Numbering System (DUNS) number in SAM.gov (System for Award Management) in order to receive federal loan and/or grant financial assistance. This registration must be updated/renewed at least annually.

10. Business Operations:

The District will be required to operate the system under a well-established set of resolutions, rules and regulations. A budget must be established annually and adopted by the District after review by Rural Development. At no later than loan pre-closing, the District will be required to furnish a prior approved management plan to include, as a minimum, provisions for management, maintenance, meter reading, miscellaneous services, billing, collecting, delayed payment penalties, disconnect/reconnect fees, bookkeeping, making and delivering required reports and audits.

11. Conflict of Interest Policy:

Prior to obligation of funds, you will certify in writing that your organization has in place an up-to-date written policy on conflict of interest. The policy will include, at a minimum: (1) a requirement for those with a conflict/potential conflict to disclose the conflict/potential conflict, (2) a prohibition of interested members of the applicant's governing body from voting on any matter in which there is a conflict, and (3) a description of the specific process by which the governing body will manage identified or potential conflicts.

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest.

Sample conflict of interest policies may be found at the National Council of Nonprofits website, <https://www.councilofnonprofits.org/tools-resources/conflict-of-interest>, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at <http://www.irs.gov/pub/irs-pdf/i1023.pdf>. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

Disclosure must be in the form of a written letter signed and dated by the applicant's official. A negative disclosure of the same format is required if no conflicts are anticipated. Assistance in developing a conflict of interest policy is available through Agency-contracted technical assistance providers if desired.

12. Accounts, Records and Audits:

The District will be required to maintain adequate records and accounts and submit annual budgets and year-end reports (annual audits)/statistical and financial reports, quarterly and annually, in accordance with subsection 1780.47 of RUS Instruction 1780.

13. Accomplish Audits for Years in Which Federal Financial Assistance is Received:

The type of financial information that must be submitted is specified below:

Audits – An annual audit under the Single Audit Act is required if you expend \$750,000 or more in Federal financial assistance per fiscal year. The total Federal funds expended from all sources shall be used to determine Federal financial assistance expended. Expenditures of interim financing are considered Federal expenditures.

All audits are to be performed in accordance with 2 CFR Part 200, as adopted by USDA through 2 CFR Part 400. Further guidance on preparing an acceptable audit can be obtained from the Agency. It is not intended that audits required by this part be separate and apart from audits performed in accordance with State and local laws. To the extent feasible, the audit work should be done in conjunction with those audits. The audit must be prepared by an independent licensed Certified Public Accountant, or a State or Federal auditor if allowed by State law, and must be submitted within 9 months of your fiscal year end.

14. Insurance and Bonding:

The following insurance and bonding will be required:

- A. Adequate Liability and Property Damage Insurance including vehicular coverage, if applicable, must be obtained and maintained by the District. The District should obtain amounts of coverage as recommended by its attorney, consulting engineer and/or insurance provider.
- B. Worker's Compensation - The District will carry worker's compensation insurance for employees in accordance with applicable state laws.
- C. Fidelity Bond - The District will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions of persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is \$325,000. ✓
- D. Real Property Insurance - The District will obtain and maintain adequate fire and extended coverage on all structures including major items of equipment or machinery located in the structures.

The amounts of coverage should be based on recommendations obtained by the District from its attorney, consulting engineer and/or insurance provider. Subsurface lift stations do not have to be covered except for the value of electrical and pumping equipment therein.

- E. Flood Insurance - The District will obtain and maintain adequate coverage on any facilities located in special flood and mudslide prone areas.

15. Planning and Performing Development:

A. The engineer should not be authorized to commence work on final plans and specifications until a determination has been made that the project can be planned and constructed within the estimated cost shown in paragraph "28" of this letter. The engineer may then proceed to develop final plans and specifications to be completed no later than 240 days from this date, and prepare bid documents. The Area Director is prepared to furnish the necessary guide to follow so as to keep the project plans and documents within our guidelines and requirements. The project must be constructed by the design/bid/build method of construction. The project should not be advertised for construction bids until all easements and enforceable options have been obtained, and total funds are committed or available for the project.

B. The following documents will be submitted to Rural Development for review and must be concurred in by Rural Development prior to advertisement for construction bids:

1. Final plans, specifications and bid documents.
2. Applicant's letter on efforts to encourage small business and minority-owned business participation.
3. Legal Service Agreements.
4. Engineering Agreements.

Revision in these documents will be subject to Rural Development concurrence. Any agreements, contracts, etc. not reviewed and approved by Rural Development will not be eligible for payment from project funds or revenues from facilities financed by this Agency.

Prior to receipt of an authorization to advertise for construction bids, the District will obtain advance clearance from Bond Counsel and/or Local Counsel regarding compliance with KRS 424 pertaining to publishing of the advertisement for construction bids in local newspapers and the period of time the notice is required to be published.

16. Bid Tabulation:

Immediately after bid opening, you must provide the Agency with the bid tabulation and your engineer's evaluation of bids and recommendations for contract awards. If the Agency agrees that the construction bids received are acceptable, adequate funds are available to cover the total project costs, and all the requirements of this letter have been satisfied, the Agency will authorize you to issue the Notice of Award.

- A. Cost Overruns – If bids are higher than expected, or if unexpected construction problems are encountered, you must utilize all options to reduce cost overruns. Negotiations, redesign, use of bidding alternatives, rebidding or other means will be considered prior to commitment of subsequent funding by the Agency. Any requests for subsequent funding to cover cost overruns will be contingent on the availability of funds.

Cost overruns exceeding 20% of the development cost at time of loan or grant approval or where the scope of the original purpose has changed will compete for funds with all other applications on hand as of that date.

- B. Excess Funds – If bids are lower than anticipated at time of obligation, excess funds must be de-obligated prior to start of construction except in the cases addressed in this paragraph. In cases where the original PER for the project included items that were not bid, or were bid as an alternate, the State Office official may modify the project to fully utilize obligated funds for those items. Amendments to the PER, ER, and letter of conditions may be needed for any work not included in the original project scope. In all cases, prior to start of construction, excess funds will be de-obligated, with grant funds being de-obligated first. Excess funds do not include contingency funds as described in this letter.

17. Contract Documents, Final Plans, and Specifications:

- A. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.
- B. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.
- C. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

18. Contract Review:

Your attorney will certify that the executed contract documents, including performance and payment, if required, are adequate and that the persons executing these documents have been properly authorized to do so in accordance with RUS Instruction 1780.61 (b).

19. Civil Rights & Equal Opportunity:

You should be aware of and will be required to comply with other federal statute requirements including but not limited to:

A. Section 504 of the Rehabilitation Act of 1973:

Under Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), no handicapped individual in the United States shall, solely by reason of their handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Rural Development financial assistance.

B. Civil Rights Act of 1964:

All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Subpart E of Part 1901 of this Title, particularly as it relates to conducting and reporting of compliance reviews.

Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this Title.

C. The Americans with Disabilities Act (ADA) of 1990:

This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, state and local government services, public transportation, public accommodations, facilities, and telecommunications.

Title II of the Act applies to facilities operated by state and local public entities that provide services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities that accommodate the public.

D. Age Discrimination Act of 1975:

This Act (42 U.S.C. 6101 et seq.) provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

E. Limited English Proficiency (LEP) under Executive Order 13166:

LEP statutes and authorities prohibit exclusion from participation in, denial of benefits of, and discrimination under Federally-assisted and/or conducted programs on the ground of race, color, or national origin. Title VI of the Civil Rights Act of 1964 covers program access for LEP persons.

LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge. You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

Agency financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap. You must display posters (provided by the Agency) informing users of these requirements, and the Agency will monitor your compliance with these requirements during compliance reviews.

20. Closing Instructions:

The Office of General Counsel, our Regional Attorney, will be required to write closing instructions in connection with this loan. Conditions listed therein must be met by the District.

21. Compliance with Special Laws and Regulations:

The District will be required to conform to any and all state and local laws and regulations affecting this type project.

22. Treatment Plant and System Operator:

The District is reminded that the water treatment plant and water system operator must have an Operator's Certificate issued by the State.

23. Prior to Pre-Closing the Loan, the District Will Be Required to Adopt:

- A. Form RUS Bulletin 1780-27, "Loan Resolution (Public Bodies)."
- B. Form RD 400-1, "Equal Opportunity Agreement."

- C. Form RD 400-4, "Assurance Agreement."
- D. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction."
- E. Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."
- F. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans."
- G. RUS Bulletin 1780-22, "Eligibility Certification."

24. Refinancing and Graduation Requirements:

The District is reminded that if at any time it shall appear to the Government that the District is able to refinance the amount of the RUS indebtedness then outstanding, in whole or in part, by obtaining a loan from commercial sources at reasonable rates and terms, upon the request of the Government, the District will apply for and accept such loan in sufficient amount to repay the Government.

25. Commercial Interim Financing:

The District will be required to use commercial interim financing for the project during construction for the RUS loan portion of the financing, if available at reasonable rates and terms.

Before the loan is closed, the District will be required to provide Rural Development with statements from the contractor, engineer and attorneys that they have been paid to date in accordance with their contract or other agreements and, in the case of the contractor, that he has paid his suppliers and sub-contractors.

26. Disbursement of Project Funds:

A construction account for the purpose of disbursement of project funds (RUS) will be established by the District prior to start of construction. The position of officials entrusted with the receipt and disbursement of RUS project funds will be covered by a "Fidelity Bond," with USDA Rural Development as Co-Obligee, in the amount of construction funds on hand at any one time during the construction phase.

For each "construction account" as established, if the amount of RUS loan and grant funds plus any applicant contributions or funds from other sources to be deposited into the account are expected to exceed \$250,000 at any time, the financial institution will secure the amount in excess of \$250,000 by pledging collateral with the Federal Reserve Bank in an amount not less than the excess in accordance with 7 CFR, 1902.7(a).

Agency funds will be disbursed into the construction account through an electronic transfer system. The borrower should complete Form SF-3881, "Electronic Funds Transfer Payment Enrollment Form," for each account where funds will be electronically received. The completed form(s) must be received by Rural Development at least thirty (30) days prior to the first advance of funds.

Monthly audits of the District's construction account records shall be made by Rural Development.

Borrowers receiving federal loan and/or grant funds by EFT will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment.

Any applicant contribution will be the first funds expended, followed by other funding sources. Interim financing or Agency loan funds will be expended after all other funding sources unless an agreement is reached with all other funding sources on how funds are to be disbursed prior to start of construction or loan closing, whichever occurs first. Interim financing funds or Agency loan funds must be used prior to the use of Agency grant funds. The Grant funds must not be disbursed prior to loan funds except as specified in RUS Instruction 1780.45 (d). In the unlikely event the Agency mistakenly disburses funds, the funds will be remitted back to the Agency electronically.

During construction, the District shall disburse project funds in a manner consistent with subsection 1780.76 (e) of RUS Instruction 1780. Form RD 1924-18, "Partial Payment Estimate," or similar form approved by Rural Development, shall be used for the purpose of documenting periodic construction estimates, and shall be submitted to Rural Development for review and acceptance. Prior to disbursement of funds by the District, the District Council shall review and approve each payment estimate. All bills and vouchers must be approved by Rural Development prior to payment by the District.

Form RD 440-11, "Estimate of Funds Needed for 30-Day Period Commencing _____," will be prepared by the District and submitted to Rural Development in order that a periodic advance of federal cash may be requested.

27. Disbursement of Grant Funds:

The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of obligations due and payable by the District.

Grant funds are to be deposited in an interest bearing account in accordance with 2 CFR part 200 and interest in excess of \$500 per year remitted to the Agency.

The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing account, unless:

- a. The recipient receives less than \$120,000 in Federal awards per year.
- b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
- c. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
- d. A foreign government or banking system prohibits or precludes interest-bearing accounts.

28. Project Budget:

Estimated expenditures are as follows:

Project Costs:

Development	\$3,307,700
Legal and Administrative	25,000
Engineering Fees	361,000
Interest	50,000
Contingencies	330,700
PER, Environmental Assessment, etc.	<u>47,000</u>
TOTAL PROJECT COST	\$4,121,400

Project Funding:

RUS Loan	\$2,490,000
RUS Grant	831,400
HUD-CDBG Grant	<u>800,000</u>
TOTAL FUNDING	\$4,121,400

Any changes in funding sources following obligation of Agency funds must be reported to the processing official. Project feasibility and funding will be reassessed if there is a significant change in project costs after bids are received. If actual project costs exceed the project cost estimates, an additional contribution by the Owner may be necessary. Prior to advertisement for construction bids, you must provide evidence of applicant contributions and approval of other funding sources. This evidence should include a copy of the commitment letter. Agency funds will not be used to pre-finance funds committed to the project from other sources.

Obligated loan or grant funds not needed to complete the proposed project will be de-obligated prior to start of construction. Any reduction will be applied to grant funds first. An amended letter of conditions will be issued for any changes to the total project budget.

29. Commitment of Other Project Funds:

This Letter of Conditions is issued contingent upon a firm commitment being in effect prior to advertising for construction bids for the HUD-CDBG grant in the amount of \$800,000.

30. Construction Completion Timeframe:

All projects are required to be completed and all funds disbursed within five years of obligation. If funds are not disbursed within five years of obligation, you must submit a written waiver request with adequate justification of extenuating circumstances beyond your control for an extension of time. Any additional requests for waivers beyond the initial extension will be submitted through the State Office to the Assistant Administrator for concurrence decision.

31. Use of Remaining Project Funds:

The applicant contribution shall be considered as the first funds expended. After providing for all authorized costs, any remaining project funds will be considered to be RUS/CDBG grant funds and refunded in proportion to participation in the project. If the amount of unused project funds exceeds the grants, that part would be RUS loan funds.

32. Proposed Operating Budget:

You will be required to submit to Rural Development a copy of your proposed annual operating budget that supports the proposed loan repayment prior to this agency giving you written authorization to proceed with the bidding phase. The operating budget should be based on a typical year cash flow, subject to completion of this project in the first full year of operation. Form RD 442-7, "Operating Budget," or similar form may be utilized for this purpose.

33. Rates and Charges:

Rates and charges for facilities and services rendered by the District must be at least adequate to meet cost of maintaining, repairing and operating the water system and meeting required principal and interest payments and the required deposits to debt service and/or depreciation reserve.

Water rates will be at least:

5/8 Inch:

First	1,000	gallons @ \$19.32 - Minimum Bill.
Next	4,000	gallons @ \$14.40 -- per 1,000 gallons.
Next	5,000	gallons @ \$12.40 -- per 1,000 gallons.
Next	10,000	gallons @ \$11.10 -- per 1,000 gallons.
Next	20,000	gallons @ \$ 7.90 -- per 1,000 gallons.
All Over	40,000	gallons @ \$ 6.30 -- per 1,000 gallons.

3/4 Inch:

First 5,000 gallons @ \$76.92 - Minimum Bill.
 Next 5,000 gallons @ \$12.40 -- per 1,000 gallons.
 Next 10,000 gallons @ \$11.10 -- per 1,000 gallons.
 Next 20,000 gallons @ \$ 7.90 -- per 1,000 gallons.
 All Over 40,000 gallons @ \$ 6.30 -- per 1,000 gallons.

One Inch:

First 10,000 gallons @ \$138.92 - Minimum Bill.
 Next 10,000 gallons @ \$ 11.10 -- per 1,000 gallons.
 Next 20,000 gallons @ \$ 7.90 -- per 1,000 gallons.
 All Over 40,000 gallons @ \$ 6.30 -- per 1,000 gallons.

1.5 Inch:

First 30,000 gallons @ \$328.92 - Minimum Bill.
 Next 10,000 gallons @ \$ 7.90 -- per 1,000 gallons.
 All Over 40,000 gallons @ \$ 6.30 -- per 1,000 gallons.

Two Inch:

First 50,000 gallons @ \$470.92 - Minimum Bill.
 All Over 50,000 gallons @ \$ 6.30 -- per 1,000 gallons.

Three Inch:

First 100,000 gallons @ \$785.92 - Minimum Bill.
 All Over 100,000 gallons @ \$ 6.30 -- per 1,000 gallons.

Four Inch:

First 200,000 gallons @ \$1,415.92 - Minimum Bill.
 All Over 200,000 gallons @ \$ 6.30 -- per 1,000 gallons.

Six Inch:

First 500,000 gallons @ \$3,305.92 - Minimum Bill.
 All Over 500,000 gallons @ \$ 6.30 -- per 1,000 gallons.

Wholesale Rate:

Big Sandy Water District \$3.82 per 1,000 gallons
 City of Grayson \$4.30 per 1,000 gallons
 City of Vanceburg \$3.82 per 1,000 gallons

Wholesale Rate in Emergency Situations:

City of Olive Hill \$4.30 per 1,000 gallons
 Kentucky Department of Parks \$4.63 per 1,000 gallons
 (Golf Course Only)
 Sandy Hook Water District \$145.15 Minimum Bill
 \$ 2.90 per 1,000 gallons

34. Water Purchase Contract:

The District will submit a Water Purchase Contract for approval by Rural Development before advertising for construction bids. If the contract is not on Form RD 442-30, "Water Purchase Contract," the contract will require approval by our Regional Attorney. The contract must meet the requirements of subsection 1780.62 of RUS Instruction 1780.

35. Vulnerability Assessment/Emergency Response Plan (VA/ERP):

The Agency requires all financed water and wastewater systems to have a VA/ERP in place. Borrowers with existing systems must provide a certification that a VA/ERP has been completed prior to advertising for bids. The documents are not submitted to the Agency for VA/ERP requirements throughout the life of the loan.

36. Floodplain Construction:

The District will be required to pass and adopt a Resolution or amend its By-Laws whereby the District will deny any water service to any future customer wishing to build on or develop property located within a designated floodplain.

If a customer or developer requests service for construction in a designated floodplain, the customer or developer must provide evidence and a justification for approval by the District and Rural Development officials that there are no other alternatives to construction or development within the designated floodplain. The community must be a participant in the National Flood Insurance Program (NFIP) and the customer or developer must obtain the required permits prior to the tap on restrictions being waived.

37. Water Withdrawal Permit:

The District will be required to obtain satisfactory evidence that a revised water withdrawal permit has been secured from the Division of Water. The permit must be obtained prior to the commencement of construction on the water project.

38. Mitigation Measures:

- A. The project shall be in compliance with all requirements noted in the Governor's Office for Local Development letter dated May 16, 2016, from Ms. Lee Nalley.
- B. The design and construction shall be in compliance with the requirements of the U.S. Fish and Wildlife Service by letter dated July 18, 2017, and signed by Virgil Lee Andrews, Jr., Field Supervisor.
- C. The line design and construction shall be accomplished in a way that will leave flood plains and farmland without effect after construction is complete. The Army Corps of Engineers Nationwide Permit No. 12 applies to all floodplain and wetland utility line construction.
- D. Any excavation by Contractor that uncovers a historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted until RD can consult with the State Historical Preservation Officer and issue further directions.
- E. The design and construction shall be in compliance with all local, state and federal environmental statutes, regulations and executive orders applicable to the project.

- F. Best Management Practices shall be incorporated into the project design, construction, and maintenance.

System for Award Management:

You will be required to maintain a Dun and Bradstreet Data Universal Numbering System (DUNS) number and maintain an active registration in the System for Award Management (SAM) database. Renewal can be done on-line at: <http://sam.gov>.

This registration must be renewed and revalidated every twelve (12) months for as long as there are Agency funds to be expended.

To ensure the information is current, accurate and complete, and to prevent the SAM account expiration, the review and updates must be performed within 365 days of the activation date, commonly referred to as the expiration date. The registration process may take up to 10 business days. (See 2 CFR Part 25 and the "Help" section at <http://sam.gov>).

40. Prepayment and Extra Payments:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of borrower, with no penalty.

Security instruments, including bonding documents, must contain the following language regarding extra payments, unless prohibited by State statute:

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of the borrower. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Agency debt, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of borrower to pay the remaining installments as scheduled in your security instruments.

41. Security/Operational Inspections:

The Agency will inspect the facility and conduct a review of your operations and records management system and conflict of interest policy every three years for the life of the loan. You must participate in these inspections and provide the required information.

42. American Iron & Steel:

Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) applies a new American Iron and Steel requirement:

- (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.
- (2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

- (3) The requirement shall not apply in any case or category of cases in which the Secretary of Agriculture (In this section referred to as the "Secretary") or the designee of the Secretary finds that—
- a. applying the requirement would be inconsistent with the public interest;
 - b. iron and steel products are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
 - c. inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

43. Final Approval Conditions:

Final approval of this assistance will depend on your willingness, with the assistance of all your co-workers, to meet the conditions of this letter in an orderly and systematic manner. Then too, final approval will depend on funds being available.

If you desire to proceed with your application, the Area Director will allot a reasonable portion of time to provide guidance in application processing.

Sincerely,



JEFF JONES
Acting State Director

Enclosures

cc: Area Director – Morehead, Kentucky
FIVCO ADD – Grayson, Kentucky
Delores Woods Baker – Maysville, Kentucky
Rubin & Hays – Louisville, Kentucky
Kentucky Engineering Group – Versailles, Kentucky
PSC - ATTN: Talina Mathews - Frankfort, Kentucky

FOR Carter, Elliot, Lawrence & Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Rattlesnake Ridge Water District
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

Leak Adjustment Policy.

(N)

While a utility is not required to have a leak adjustment policy to adjust bills due to a water leak, this utility chooses to offer a leak adjustment to its residential and commercial customers under the following conditions:

1. The customer's bill for the month in which a leak adjustment is requested must be at least 2 times the customer's average monthly bill, which is calculated over a three-month period.
2. The customer must provide a plumber's statement or other proof showing the leak has been repaired.
3. The customer's bill will be based on two components. The first step will be to calculate the customer's average monthly usage over a three-month period. The second step will be to deduct the customer's average monthly usage (as calculated above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be billed at the utility's current cost of production per 1,000 gallons.
4. If meter readings are not available for an entire three-month period, the average usage of similar customer loads shall be used for comparison purposes for the calculation.
5. Only two (2) leak adjustments per customer will be allowed during any given five (5) year period.

DATE OF ISSUE Feb 25, 2014
Month / Date / Year

DATE EFFECTIVE April 1, 2014
Month / Date / Year

ISSUED BY Bessie McDeviss
(Signature of Officer)

TITLE Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <i>Brent Kirley</i>
EFFECTIVE 4/1/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RATTLESNAKE RIDGE WATER
DISTRICT

P.S.C. Ky. No.....10499.....

Cancels P.S.C. Ky. No.....9071.....

v Rattlesnake Ridge Water District

OF
Grayson, Carter County, KY.

Rates, Rules and Regulations for Furnishing
Water Service

AT

Rural portions of Carter, Elliott and Lawrence Counties KY.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY**

JAN 20 1989

PURSUANT TO KAR 5:011,
SECTION 9(1)

BY: *Harry L. Hill*
PUBLIC SERVICE COMMISSION MANAGER

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED..... January 20, 19..... 89

EFFECTIVE..... January 20, 19..... 89

ISSUED BY..... Rattlesnake Ridge Water District
(Name of Utility)

BY *Bill Dillert*
Chairman

FOR Carter, Elliott, Lawrence, Morgan Counties, KY
Community, Town or City

P.S.C. KY. NO. _____ 1 _____

3rd Revised SHEET NO. _____ 1 _____

Cancelling P.S.C. KY. NO. _____ 1 _____

2nd Revised SHEET NO. _____ 1 _____

Rattlesnake Ridge Water District
(Name of Utility)

RATES & CHARGES

5/8" X 3/4" Meter

First	1,000	gallons	\$19.32	Minimum Bill	(1)
Next	4,000	gallons	14.40	per 1,000 gallons	
Next	5,000	gallons	12.40	per 1,000 gallons	
Next	10,000	gallons	11.10	per 1,000 gallons	
Next	20,000	gallons	7.90	per 1,000 gallons	
All Over	40,000	gallons	6.30	per 1,000 gallons	

3/4" Meter

First	5,000	gallons	\$76.92	Minimum Bill
Next	5,000	gallons	12.40	per 1,000 gallons
Next	10,000	gallons	11.10	per 1,000 gallons
Next	20,000	gallons	7.90	per 1,000 gallons
All Over	40,000	gallons	6.30	per 1,000 gallons

1" Meter

First	10,000	gallons	\$138.92	Minimum Bill
Next	10,000	gallons	11.10	per 1,000 gallons
Next	20,000	gallons	7.90	per 1,000 gallons
All Over	40,000	gallons	6.30	per 1,000 gallons

1 1/2" Meter

First	30,000	gallons	\$328.92	Minimum Bill
Next	10,000	gallons	7.90	per 1,000 gallons
All Over	40,000	gallons	6.30	per 1,000 gallons

2" Meter

First	50,000	gallons	\$470.92	Minimum Bill
All Over	50,000	gallons	6.30	per 1,000 gallons

DATE OF ISSUE December 18, 2018

Month / Date / Year

DATE EFFECTIVE December 4, 2018

Month / Date / Year

ISSUED BY Bill Gillet
(Signature of Officer)

TITLE CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2018-00371 DATED December 4, 2018

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE

12/4/2018

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Carter, Elliott, Lawrence, Morgan Counties, KY
Community, Town or City

P.S.C. KY. NO. 1

3rd Revised SHEET NO. 2

Cancelling P.S.C. KY. NO. 1

2nd Revised SHEET NO. 2

Rattlesnake Ridge Water District
(Name of Utility)

RATES & CHARGES

3" Meter

First 100,000 gallons
All Over 100,000 gallons

\$785.92 Minimum Bill (1)
6.30 per 1,000 gallons

4" Meter

First 200,000 gallons
All Over 200,000 gallons

\$1,415.92 Minimum Bill
6.30 per 1,000 gallons

6" Meter

First 500,000 gallons
All Over 500,000 gallons

\$3,305.92 Minimum Bill
6.30 per 1,000 gallons

Wholesale Rate:

Big Sandy Water District

\$3.82 per 1,000 gallons

City of Grayson

\$4.30 per 1,000 gallons (N)

City of Vanceburg

\$3.82 per 1,000 gallons

Wholesale Rate in Emergency Situations:

City of Olive Hill

\$4.30 per 1,000 gallons (N)

Kentucky Department of Parks
(Golf Course Only)

\$4.63 per 1,000 gallons

Sandy Hook Water District

First 50,000 gallons
All Over 50,000 gallons

\$145.15 Minimum Bill
2.90 per 1,000 gallons

DATE OF ISSUE December 18, 2018
Month / Date / Year

DATE EFFECTIVE December 4, 2018
Month / Date / Year

ISSUED BY Bill Bicket
(Signature of Officer)

TITLE CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2018-00371 DATED December 4, 2018

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Gwen R. Pinson
Executive Director

Gwen R. Pinson

EFFECTIVE

12/4/2018

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Carter, Elliott, Lawrence and Morgan
Counties, Kentucky

Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

CONTENTS

Non-Recurring Charges

Connection Fees:

Meter Size:

5/8" X 3/4"

3/4"

1"

1 1/2"

2"

3"

Larger than 3"

Refundable Deposit

Termination Charge/Field Service

Reconnection Charge

After Hours Reconnection

Meter Test

Service Investigation

(After Hours)

Meter Reading Recheck Charge

Service Connection Charges

\$ 700.00

800.00

1,100.00

1,250.00

1,500.00

2,100.00

Actual Cost

65.00

45.00

45.00

55.00

50.00

45.00

55.00

45.00

DATE OF ISSUE April 3, 2009
Month / Date / Year

DATE EFFECTIVE April 3, 2009
Month / Date / Year

ISSUED BY Bruce K. Hulbert 4-10-09
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2009-00447 DATED April 3, 2009

2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
4/3/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

CLASSIFICATION OF SERVICE

REGULAR WORKING HOURS are 8:00 a.m. - 5:00 p.m. Monday - Friday (excluding holidays). After hours charge is any other time.

***Termination Charge** will be assessed when a utility representative makes a trip to the premises of a customer for the purpose of terminating service. The charge may be assessed if the utility representative actually terminates service or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge may also be made if the utility representative agrees to delay termination based on the customer's agreement to pay the delinquent bill by a specific date.

***Reconnect Charge** will be assessed to reconnect a service, which has been terminated for nonpayment of bills or violation of the utility's rules or commission administrative regulations.

***After Hours Reconnection charge** will be assessed for any reconnection made after regular business hours.

***Meter Test Charge** will be assessed if a customer request their meter be tested and the meter tests show the meter to be less than 2 percent fast.

***Service Investigation Charge** will be assessed for each trip for service investigation during regular working hours if interruption of a service or service problem is associated with the customers own plumbing facilities and beyond the Water District delivery point and is not caused by failure of District's facility.

***After Hours Service Investigation Charge** will be assessed for each trip for service investigation made after regular business hours.

***Meter Reading Recheck Charge** will be assessed when a customer request the meter be rechecked for a correct reading and the meter was not misread.

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gilbert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By Jeff Ober
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

Credit / Debit Cards

A fee will be assessed to customers that pay their bill by credit or debit card. This method of payment may be made in person at the utility office or by telephone.

If on the bill due date an attempt to pay by credit /debit card is made and the card is declined for any reason, payment is still due in full on that date and will be considered late after that date. All late charges and penalties will be applied. If a customer is paying on our disconnect day and the card is denied, the same rules as above apply, in addition to service being disconnected.

When a customer makes a payment by credit /debit card, the utility will assess a fee equal to that charged to the utility by the credit or debit card processing company to process the transaction. This fee is generally calculated using a formula applied to the balance of the amount charged to the credit /debit account but may be a flat fee per transaction. Prior to processing the transaction, the customer will be informed of the fee amount and, upon request by the customer, the formula employed to arrive at this fee amount.

DATE OF ISSUE September 9, 2009
MONTH/DATE/YEAR
DATE EFFECTIVE October 14, 2009
MONTH/DATE/YEAR
ISSUE BY Billy A. H. Hunt
MONTH/DATE/YEAR
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. _____ DATED _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
10/14/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff D. Brown
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____
SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____
SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

-RULES AND REGULATIONS-

The following rules and regulations are hereby adopted, subject to change by the Commission at anytime. These rules and regulations are intended to supplement the Bond Resolution, the Rate Resolution, and the By-Laws.

- A. All taps and connections to the mains of the District shall be made by and/or under the direction and supervision of District personnel.
- B. Water service may be discontinued by the District for any violation of any rule, regulation, or condition, and especially for any of the following reasons:
 - 1. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
 - 2. Failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water.
 - 3. Resale of water.
 - 4. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair.
 - 5. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
 - 6. Connection, cross-connection, or permitting the same of any separate water supply to premises which receive water from the District.
 - 7. Non-payment of bills.
- C. Any customer desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in writing or in person at the business office of the District at least three (3) days prior to the date of discontinuance stated in such notice; if such notice in writing is not given, a customer shall remain liable for all water used and service rendered to such premises by the District until such notice is received by the District.

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DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY *Paul Gillert*
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
in case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By *Jeff D. Brown*
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

- D. Bills and notices relating to the conduct of the business of the District will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed in writing with the District and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.
- E. 1. Bills for water service are due and payable at the office of the District or to any designated agent, on the date of issue. Bills will be dated and mailed on the last working day of each month. The past due date shall be the tenth day after the date of issue. After the tenth day a ten per cent (10%) penalty will be assessed.
2. All bills not paid on or before the past due date shall be deemed delinquent. Notices will be mailed giving that customer five (5) days' written notice of intent to terminate. Under no circumstances shall service be terminated before twenty (20) days after the mailing date of the original unpaid bill. The water supply to the customer will be discontinued provided, however, if, prior to discontinuance of service, there is delivered to the District, or to its employee empowered to discontinue service, a written certificate signed by a Physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity on the affected premise service shall not be discontinued for 30 days beyond the termination date.
- F. Where the water supply to the customer has been discontinued for nonpayment of delinquent bills, a charge of \$45.00 will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the District have been paid.
- G. The District may require a minimum cash deposit of \$65.00 or other guarantee to secure payment of bills.

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Dillert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460, will be paid annually either by refund or credit to the customer's bill, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a customer's showing of satisfactory credit or payment history, and required deposits will be returned after one (1) year if the customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the District. If the customer has no previous history with the District, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.
2. Whether the customer has established income or line of credit.
3. Length of time the customer has resided or been located in the area.
4. Whether the customer owns property in the area.
5. Whether the customer has filed bankruptcy proceedings within the last seven years.
6. Whether another customer with a good payment history is willing to sign as guarantor for an amount equal to the required deposit.

If a deposit is held longer than 18 months, the deposit will be recalculated at the customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the District may collect

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DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gallant
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1/1/2008

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By J. D. Brown
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

RULES AND REGULATIONS

any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

Upon the payment of such deposits, the District shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied by the customer, and the date and amount of the deposit.

- H. All meters shall be installed, renewed, and maintained at the expense of the District, and the District reserves the right to determine the size and type of meter used.
- I. It shall be the policy of the District to test each water meter in accordance with 807 KAR 5:066, Section 16. In addition, upon written request of any customer, the meter serving such customer shall be tested by the District. Such test will be made without charge to the customer if the meter has not been tested within 12 months preceding the requested test; otherwise, a charge of \$50.00 will be assessed if the test shows the meter less than two (2) percent fast.

If a meter is inaccurate in excess of 2%, whether upon periodic testing or upon requested testing, additional tests shall be made at once to determine the average error of the meter, and the adjustment shall be made in the customer's water bills as follows:

- 1. If the result of such tests shows an average error greater than 2% fast, the customer's bill for the period during which the meter error is known to have existed shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, the customer's bill shall be recomputed on one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months; provided, however, that if time for the periodic test has overrun to the extent of 1/2 of the time elapsed since the last previous test exceed 12 months, the refund shall be for 12 months, specified above, plus those months exceeding the periodic test period; provided, further, that such refund may be limited to the 12 month period if failure to make the periodic test was due to causes beyond the control of the District.

DATE OF ISSUE MARCH 12, 2008
MONTH/DATE/YEAR

DATE EFFECTIVE JANUARY 1, 2008
MONTH/DATE/YEAR

ISSUE BY Betty A. Dilbeck

TITLE CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

2. If the results of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.
3. If the result of such tests necessitates making a refund or back billing a customer, the customer shall be notified in writing of the percentage of error, fast or slow, the date(s) of testing and the amount of charge or credit to be shown on the next bill of the customer.
- J. Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior six months consumption and the conditions of water service prevailing during the period in which the meter failed to register.
- K. The District shall make all reasonable efforts to eliminate interruption of service and when such interruptions occur will endeavor to establish service with the shortest possible delay. When the service is interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.
- L. The District shall in no event be held responsible for any claims made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs and no person shall be entitled to damages nor for any portion of a payment refunded for any interruption of service which in the opinion of the District may be deemed necessary.
- M. Customers having boilers and/or pressure vessels receiving a supply of water from the District must have a check valve on the water supply line and a vacuum valve on the stream line to prevent collapse in case the water supply from the District is discontinued or interrupted for any reason, with or without notice.
- N. The premises receiving a supply of water and all service lines, meters and fixtures, including any fixtures within said premises, shall at all reasonable hours be subject to inspection by the District.

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gilbert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By J. D. Brown
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

- O. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the District lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.
- P. An extension of the District's Distribution Main of fifty (50) feet or less shall be made without charge (other than the prescribed standard connection charge) for a prospective customer who shall apply for and contract to use service for one (1) year or more and who provided a guarantee for such service. All other water distribution main extensions shall be in accordance with Commission Regulation 807 KAR 5:066, Section 11.
- Q. If any loss or damage to the property of the District or any accident or other injury to persons or Property is caused by or results from the negligence or wrongful action of the customer, member of his household, his agent, or employee, the cost of the necessary repairs or replacements shall be paid.
- R. Water furnished by the District may be used for domestic consumption by the customer, member of his household, and employees only. The customer shall not sell the water to any other person.
- S. All customers shall grant or convey, or shall cause to be granted or conveyed, to the District a perpetual easement and right of way across any property owned or controlled by the customer wherever said easement or right of way is necessary for the District water facilities and lines so as to be able to furnish service to the customer.
- T. Complaints' may be made to the operator of the system whose decision may be appealed to the Commission of the District within ten days; otherwise the operator's decision will be final.
- U. At least once annually the District will monitor the usage of each customer according to the following procedure:
1. The customer's annual usage for the most recent 12 month period will be compared with the annual usage for the 12 months immediately preceding that period.
 2. If the annual usage for the two periods are substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all customers, no further review will be done.

10

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gillbert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1/1/2008

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By J. D. Brown
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

3. If the annual usages differ by 50% or more and cannot be attributed to a readily identified common cause, the District will compare the customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.
4. If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, the District will contact the customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the customer's service line.
5. Where the deviation is not otherwise explained, the District will test the customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.
6. The District will notify the customers of the investigation, its findings, and any refunds or back billing in accordance with 807 KAR 5:006, Section 10(4) and (5).

In addition to the annual monitoring, the District will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

V. FIRE PROTECTION

1. The Water District will install fire hydrants for the City and County fire departments, or others provided the Water District is reimbursed for the cost of installation and the Water District's engineers determine that at the location the fire hydrant is to be installed, a flow rate from the fire hydrant will meet the requirements of the Kentucky Public Service Commission ("PSC").
2. Fire hydrants installed prior to June 7, 1992, that have a flow rate of less than 250 GPM @ 20 psi residual pressure will be identified and the fire department advised in writing of the fire hydrant location.
3. While fire hydrants are provided as a service to the public within the Water District's service area, because of the potential for damage to the Water District's system and unmetered use of water at fire hydrants installed directly on the Water District's water mains, these fire hydrants are only to be used and operated for fighting fires by the fire departments.

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gilbert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By [Signature]
Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

4. As a service to the public within its service area and for the protection of the public welfare, the Water District will furnish water to fight a fire from a fire hydrant connected directly to the Water District's water main at each fire location free of charge for a period not to exceed a total of 4 hours of usage – as defined below in Section V-8-b. In the event that more than 4 hours of usage occurs in fighting a fire, the owner of the property where the fire occurs shall pay for all of the water used in excess of 4 hours of usage, in accordance with the Water District's standard water rate as in effect on the date of the fire and approved by the PSC.
5. Fire hydrants shall not be used by any contractor, property owner, governmental agency, individual, corporation, or others to secure water for any purpose. The use of a fire hydrant by anyone other than properly authorized fire department personnel for fighting a fire shall be considered a "theft of service" and prosecuted in accordance with the laws of the Commonwealth of Kentucky. The user shall pay the Water District for, any damages to the Water District's property, and the full cost of the services fraudulently obtained along with all other applicable costs of the Water District allowed under the laws of the Commonwealth of Kentucky. If the Water District is required to inspect a fire hydrant or otherwise investigate improper use of a fire hydrant and a user is found to have used water from a fire hydrant for improper purposes, the user shall also be assessed a special investigation charge of \$45.
6. The fire departments utilizing fire hydrants connected to the Water District's water main shall maintain a record of any water used, including the date, location, the time that the fire department began pumping water, the time that the fire department discontinued pumping water, the approximate rate(s) of flow, the length of any interruptions in pumping water, the causes of the fire, and property owner for whom the water was used and shall file a report with the Water District monthly. The record of the fire department in conjunction with the Water District's daily master meter readings and normal daily water usage for the service zone will be used in determining the amount of water used to fight a fire. Any fire department that fails to submit its monthly report for water usage as required by this rule shall be assessed a penalty of \$100.00 for each failure.
7. The District does not guarantee a water supply including the supply to the Customer's fire protection system at any particular flow rate or pressure. The fire flow may vary depending on other water demands on the system, various water facility limitations, or other circumstances (including but not

DATE OF ISSUE MARCH 12, 2008
MONTH/DATE/YEAR

DATE EFFECTIVE JANUARY 1, 2008
MONTH/DATE/YEAR

ISSUE BY Buddy A. Garland

TITLE CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

In case no. 1007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION	
OF KENTUCKY	
EFFECTIVE	
1/1/2008	
PURSUANT TO 807 KAR 5:011	
SECTION 9 (1)	
By <u>[Signature]</u>	Executive Director

FOR Carter, Elliott, Lawrence and Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

RATTLESNAKE RIDGE WATER DISTRICT
(Name of Utility)

RULES AND REGULATIONS

limited to power failure, water main/line breakage, etc.). The customer will indemnify and hold harmless the District and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply including supply to the customer's fire protection system or any failure of the detector check valve installation, metering equipment, and/or appurtenances.

8. For purposes of "FIRE PROTECTION" the following definitions shall apply:

- a. A "fire" as used hereinabove shall include any conflagration on a publicly or privately owned property. An re-ignition of a previously extinguished conflagration on the same property shall be considered a single fire and any fire resulting from the same cause shall be considered a single fire except that a fire on property owned by different persons or entities shall be considered separate fires.
- b. "Hours of usage" as used hereinabove is measured from the time the fire department begins pumping water at the scene of the fire until the fire department ceases pumping water to the fire. In the event the fire department ceases pumping water for a period of time but later continues pumping to the same fire, the "hours of usage" shall be tolled while no pumping occurs and continue to accumulate after pumping continues. Any partial hours of usage are rounded to the nearest hour.

DATE OF ISSUE MARCH 12, 2008
DATE EFFECTIVE JANUARY 1, 2008
ISSUE BY Bill Gilbert
TITLE CHAIRMAN
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
In case no. 2007-00484 DATED MARCH 7, 2008

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

1/1/2008

PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By [Signature]
Executive Director

FOR Carter, Elliot, Lawrence & Morgan Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

CANCELLING P.S.C. KY. NO. _____

_____ SHEET NO. _____

Rattlesnake Ridge Water District
(Name of Utility)

Leak Adjustment Policy.

While a utility is not required to have a leak adjustment policy to adjust bills due to a water leak, this utility chooses to offer a leak adjustment to its residential and commercial customers under the following conditions:

1. The customer's bill for the month in which a leak adjustment is requested must be at least 2 times the customer's average monthly bill, which is calculated over a three-month period.
2. The customer must provide a plumber's statement or other proof showing the leak has been repaired.
3. The customer's bill will be based on two components. The first step will be to calculate the customer's average monthly usage over a three-month period. The second step will be to deduct the customer's average monthly usage (as calculated above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be billed at the utility's current cost of production per 1,000 gallons.
4. If meter readings are not available for an entire three-month period, the average usage of similar customer loads shall be used for comparison purposes for the calculation.
5. Only two (2) leak adjustments per customer will be allowed during any given five (5) year period.

(N) ↓

DATE OF ISSUE Feb 25, 2014
Month / Date / Year

DATE EFFECTIVE April 1, 2014
Month / Date / Year

ISSUED BY Bernie McHenry
(Signature of Officer)

TITLE Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE 4/1/2014 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

RATTLESNAKE RIDGE WATER DISTRICT
P.O. BOX 475
GRAYSON KY 41143

FIRST CLASS MAIL
U.S. POSTAGE PAID
GRAYSON KY
PERMIT NO. 70

ACCOUNT SERVICE AT DATES
00-0000 U.S. 60 04/27/07
03/16/07 THRU 04/16/07

Presorted First-Class

SVC.	PREVIOUS	CURRENT	USAGE	CODE
WTR	43010	45660	2650	
WATER			25.54	
SCHOOL TAX			0.77	

BILL DATE 04/27/07
NET BILL 26.31
GROSS BILL 28.86
DUE AFTER 05/10/07

OUR OFFICE WILL BE CLOSED 052807

RETURN SERVICE REQUESTED

GROSS DUE AFTER 28.86
05/10/07
RESIDENTIAL

NET DUE NOW

00-0000
JOHN DOE
123 EASY STREET
ANYWHERE, USA 12345

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By *J. D. [Signature]*
Executive Director

WATER USER CONTRACT

This Water User Contract, made and entered into by and between _____ known to and referred to as **Customers**, and **Rattlesnake Ridge Water District**, of P.O. Box 475, Grayson, Kentucky 41143 hereinafter known and referred to as **Water District**:

WITNESSETH:

The undersigned **Customer** does hereby agree to purchase water from the **Water District** and to pay all initial installation and connection fees, together with all standard monthly water charges which may be fixed by **The Board of Commissioners of the Rattlesnake Ridge Water District and/or Utility Regulatory Commission for the Commonwealth of Kentucky**. The **Customer** agrees to pay each consecutive monthly payment, at all appropriate rates, for water service, when due, and to further comply with, and be bound by, the provisions of the policy and/or amendments of the **Water District** together with such rules and regulations as may, from time to time, be adopted by the **Water District**.

The **Customer** agrees to permit the **Water District** to lay, maintain, repair, remove, and disconnect a service line and meter, and read such meter at a point on **Customer's** property to be designated by the **Water District** for each meter, with the right of ingress and egress for these purposes over **Customer's** property, and further to grant a **Water Line Easement** to the **Water District** for the construction and operation of said water line.

The **Customer** will install and maintain a service at his own expense, which service line will begin at the water meter and extend to the dwelling or other portions of **Customer's** property. The **Customer** assumes responsibility for any damage to metering equipment in making such connection to the meter or water main.

The **Customer** agrees that the water meter may be located at any point along the **Customer's** property, at the closest point to the existing water line, or at some other point which is deemed to be most cost effective to the **Water District**.

The **Water District** agrees to provide to the **Customer**, potable water at reasonable pressure and volume, provided, however, the **Customer** acknowledges that there is no obligation to provide such water service, unless a water main has been constructed and installed, adjacent to, or in proximity with, the property of the **Customer** and further no such service shall be required to be provided until the **Contract** is executed by the duly authorized officer of the **Water District**.

The **Water District** acknowledge receipt of \$700.00 to be applied to the initial installation fee, which total fee will be established by the **Board of Commissioners of the Water District**.


SOCIAL SECURITY #

TELEPHONE #

This proposal is accepted and this Contract is made on this the _____

of _____, 20____.

CUSTOMER _____

PUBLIC SERVICE COMMISSION	
OF KENTUCKY	
EFFECTIVE	
1/1/2008	
PURSUANT TO 807 KAR 5:011	
SECTION 9 (1)	
day	
By 	
RATTLESNAKE	WATER DISTRICT

CERTIFICATE OF DEPOSIT

Rattlesnake Ridge Water District
P.O. Box 475
Grayson, Kentucky 41143
Phone (606) 474-7570

THIS CERTIFIES THAT _____
OF _____ HAS PAID A DEPOSIT IN THE
AMOUNT OF \$ _____ FOR _____, ON ACCOUNT NUMBER

UPON REMOVAL OF SERVICE, THIS DEPOSIT SHALL BE:

- APPLIED AGAINST ANY BALANCE DUE ON THIS ACCOUNT.
ANY RESULTING NET BALANCE SHALL BE REFUNDED TO THE CUSTOMER.
- OTHER _____

THIS CERTIFICATE OF DEPOSIT IS NONTRANSFERABLE BY THE CUSTOMER AND MUST BE
SURRENDERED TO THE RATTLESNAKE RIDGE WATER DISTRICT WHEN SERVICE IS
TERMINATED.

THIS FURTHER CERTIFIES THAT A NON-REFUNDABLE SERVICE CONNECT/RECONNECT FEE
OF \$ _____ HAS BEEN PAID.

DATE _____ SIGNED _____

DATE _____ SIGNED _____

Consumer's Name/Social Security Number
PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE 7/1/2008
Rattlesnake Ridge Water District Representative
PURSUANT TO KAR 5.011 SECTION 9 (1)
By <i>[Signature]</i> Executive Director

UPON THE CUSTOMER'S REQUEST, THIS DEPOSIT CAN BE RECALCULATED AFTER
CUSTOMER. IF THE DEPOSIT ON THE ACCOUNT DIFFERS BY MORE THAN \$1
COLLECTION AND MAY COLLECT ANY UNDERPAYMENT.

ACTUAL USAGE OF THE
WILL REFUND ANY OVER

FOR RESIDENTIAL CUSTOMERS ONLY

**RATTLESNAKE RIDGE WATER DISTRICT
P.O. BOX 475
GRAYSON, KENTUCKY 41143
(606) 474-7570**

PARTIAL PAYMENT AGREEMENT

In accordance with the policies of the Rattlesnake Ridge Water District, and in order to either prevent the disconnection of or restore water service in my name, I hereby agree to pay the sum of \$_____ today and \$_____ per _____ on the unpaid balance **PLUS** keep current my regular water payments on the account listed below, until the account is paid up-to-date.

I understand that if at any time I do not make payments exactly as stated, that my water service will be discontinued at the account listed below. I also understand that water service will not be restored until all accounts are paid up-to-date and any necessary Service Charges are paid.

Account Number: _____


Customer's Name: _____

Address of Delinquent Service: _____

Date of Signature: _____

Signature: _____

RRWD Employee: _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By  Executive Director

FIRE STATIONS _____

UTILITY NAME _____


MONTH OF _____

STATION LOCATION _____

OPERATOR _____

DAY	ESTIMATED GALLONS USED	COMMENTS	DAY	ESTIMATED GALLONS USED	COMMENTS
1			16		
2			17		
3			18		
4			19		
5			20		
6			21		
7			22		
8			23		
9			24		
10			25		
11			26		
12			27		
13			28		
14			29		
15			30		
			31		

TOTAL GALLONS (EST.) _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/1/2008
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)
By 
Executive Director

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

2. Please see the previous response and documents attached thereto.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

3. The top 3 obstacles Rattlesnake Ridge Water District faces regarding water loss are:
 - a. Old lines;
 - b. Slow meters; and
 - c. Difficult terrain.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

4. Please see attached documents.

Monthly Water Use Report

Water Utility: Rattlesnake Ridge Water District PWSID: Ky0220555
 For the Month of: May Year: 2019

Line #	Item	Gallons	
1	Water Produced, Purchased and Distributed		
2	Water Produced	51,715,000	
3	Water Purchased	325,000	
4	Water Produced & Purchased	52,040,000	
5			
6	Water Sales		
7	Residential	11,741,680	
8	Commercial	2,760,720	
9	Industrial	0	
10	Bulk Loading Stations	0	
11	Wholesale	0	
12	Other Sales (explain) _____ 0	0	
13	Total Water Sales	14,502,400	27.9%
14			
15	Other Water Used		
16	Utility and/or Water Treatment Plant	2,000,000	
17	Wastewater Treatment Plant	0	
18	System Flushing	1,127,275	
19	Fire Department Usage	43,507	
20	Other Usage (explain) _____ DBP Maintenance	0	
21	Total Other Water Used	3,170,782	6.1%
22			
23	Water Loss		
24	Tank Overflows	0	
25	Line Breaks	1,113,807	
26	Line Leaks	33,253,011	
27	Other _____		
28	Total Line Loss	34,366,818	66.0%
29			
30	Note: Line 13 + Line 21 + Line 28 Must Equal Line 4		
31			
32	Water Loss Percentage		
33	Unaccounted-For Water (Line 28 Divided by Line 4)	66.0%	

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

5. The board members consist of the following:

- Bill Gilbert, Chairman: Bill has a high school education and is a retired steel worker
- George Wells, Commissioner: George has a high school education and is a retired construction worker.
- Randy Stegall, Commissioner: Randy has a high school education and some college. He also has 137 hours through the military which could have been converted toward college credit. Randy currently works in retail sales.
- Steve Ison, Commissioner: Steve has a bachelor's degree in education. He is currently employed as an education supervisor for Little Sandy Correctional Complex.
- Mike Copley, Commissioner: Mike has a high school education. He works as a mechanic and owns Bruin Body Shop in Sandy Hook, Kentucky.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

6. (a) Rattlesnake Ridge Water District does not allocate funds specifically for training.
- (b) N/A
- (c) Employees attend training provided by the Public Service Commission, Kentucky Pride and the Kentucky Rural Water Association. Rattlesnake Ridge makes efforts to have its employees attend free training sessions to save money. Each employee must meet or exceed the required 12 hours of training every 2 years.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

7. It is impossible to provide the requested system information in spreadsheet form at this time.
 - a. Distribution and transmission lines vary from two-inches (2") to ten-inches (10") over approximately 900 miles of line. Lines are PVC poly-ethaline. The age of Rattlesnake Ridge Water District's water lines varies from 34 years to less than one year. The approximate age is 25 years.
 - b. Service connection lines vary, but approximately ninety-eight percent (98%) of all service lines are three-quarter inch (3/4"). Rattlesnake Ridge has 4,028 active customers, in addition to approximately 200 inactive accounts. The lines are PVC poly-ethaline at 200-250 psi.
 - c. Customer meters are SR model Sensus at 200-250 psi. There are 4,028 active customers. The average age is between 11-14 years. Some are newer because the water district checks 400 meters per year and switches out poor meters. Rattlesnake Ridge is currently undergoing a large project through USDA-RD and will convert to no-flow meters.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

8. Rattlesnake Ridge has no Blu-Max service, transmission or distribution lines.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

9. Yes. Hershaw-Trane intends to do a presentation before the commissioners. The water district did not do this sooner due to the expense and labor required and there was no determination that the cost-saving measures would actually save money.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

10. The water district does not have an employee dedicated to water leak detection. It is not economically feasible to do so because: savings would not exceed the expense required to hire a new employee and train the employee; and, another experienced employee would be required to supervise the new employee until she/he had the necessary training and knowledge and learned the service area.

The water district would also incur the expense of providing a vehicle, pay additional wages as well as retirement, insurance, workers compensation, etc.

It is more economically feasible to hire an outside consultant.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

11. Please see attached documents.

5/21/19

WATER STORAGE INSPECTION

Type: () Elevated (X) Standpipe
() Ground Storage () Clearwell

Size: 64000 Location: RT504 West

Date Constructed: 1995

Type Tank: (X) Welded Metal () Steel-lined glass
() Concrete

SITE:

1. Does site slope away from bank? (X) Yes () No
2. Is ground soft or soggy? () Yes (X) No

FOUNDATIONS:

1. Is the concrete foundation cracked? () Yes (X) No
2. Is the concrete foundation level? (X) Yes () No
3. Is there a gap between riser base and the concrete?
() Yes (X) No
4. Condition of anchor bolts? (X) Yes () No

COLUMNS: (Elevated Tanks Only)

1. Is there condensation on columns? () Yes () No
2. Are they straight? () Yes () No
3. Is there any slack in the diagonal X-rods? () Yes () No
4. Condition of bolted connection on riser rods?
() Fair () Poor

TANK OR SHELL:

1. Any disfiguration in tank bottom, shell, roof or irregularities in the contour of the steel? () Yes (XX) No
2. Are any weld seams concave? () Yes (X) No
 - a. Are there any rust streaks originating from the weld seams?
() Yes (X) No
 - b. Any evidence of water leaking from tank? () Yes (X) No
3. * Is there any metal loss by pitting? () Yes (X) No
4. Condition of finish coat? (X) Good () Fair () Bad
5. Condition of intermediate coat? (X) Good () Fair
() Bad
6. Condition of primer coat? (X) Good () Fair () Bad
7. Amount of surface area showing rust? normal
8. Any water ponding on roof? () Yes (X) No

ACCESSORIES:

1. Is there a safety climbing device or cage on the ladder:
(X) Yes () No
2. Is there a target on tank? (X) Yes () No
 - a. Is it working properly? (X) Yes () No
3. Does the utility have a climbing harness? (X) Yes () No
4. How often does the utility climb tank? () day () week
() month () other as needed
5. What is the condition of the overflow?
(X) Good () Fair () Poor
 - a. Does overflow have a screen or flapper?
(X) Screen () Flapper () Neither
 - b. Any evidence of cross-connections? () Yes (X) No
 - c. Rip-rap to prevent erosion at end of overflow?
(X) Yes () No

COMMENTS:

Getting replaced working on it now

5/21/19

WATER STORAGE INSPECTION

Type: () Elevated (X) Standpipe
() Ground Storage () Clearwell

Size: 86,000

Location: RT504 East

Date Constructed: 1995

Type Tank: (X) Welded Metal () Steel-lined glass
() Concrete

SITE:

1. Does site slope away from bank? (X) Yes () No
2. Is ground soft or soggy? () Yes (X) No

FOUNDATIONS:

1. Is the concrete foundation cracked? () Yes (X) No
2. Is the concrete foundation level? (X) Yes () No
3. Is there a gap between riser base and the concrete?
() Yes (X) No
4. Condition of anchor bolts? (X) Yes () No

COLUMNS: (Elevated Tanks Only)

1. Is there condensation on columns? () Yes () No
2. Are they straight? () Yes () No
3. Is there any slack in the diagonal X-rods? () Yes () No
4. Condition of bolted connection on riser rods?
() Fair () Poor

TANK OR SHELL:

1. Any disfiguration in tank bottom, shell, roof or irregularities in the contour of the steel? () Yes (XX) No
2. Are any weld seams concave? () Yes (X) No
 - a. Are there any rust streaks originating from the weld seams?
() Yes (X) No
 - b. Any evidence of water leaking from tank? () Yes (X) No
3. * Is there any metal loss by pitting? () Yes (X) No
4. Condition of finish coat? (X) Good () Fair () Bad
5. Condition of intermediate coat? (X) Good () Fair
() Bad
6. Condition of primer coat? (X) Good () Fair () Bad
7. Amount of surface area showing rust? normal
8. Any water ponding on roof? () Yes (X) No

ACCESSORIES:

1. Is there a safety climbing device or cage on the ladder:
(X) Yes () No
2. Is there a target on tank? (X) Yes () No
 - a. Is it working properly? (X) Yes () No
3. Does the utility have a climbing harness? (X) Yes () No
4. How often does the utility climb tank? () day () week
() month () other as needed
5. What is the condition of the overflow?
(X) Good () Fair () Poor
 - a. Does overflow have a screen or flapper?
(X) Screen () Flapper () Neither
 - b. Any evidence of cross-connections? () Yes (X) No
 - c. Rip-rap to prevent erosion at end of overflow?
(X) Yes () No

COMMENTS:

Getting replaced working on it now

4/21/19

WATER STORAGE INSPECTION

Type: () Elevated (X) Standpipe
() Ground Storage () Clearwell

Size: 100,000 Location: Isonville

Date Constructed: 2002

Type Tank: (X) Welded Metal () Steel-lined glass
() Concrete

SITE:

1. Does site slope away from bank? (X) Yes () No
2. Is ground soft or soggy? () Yes (X) No

FOUNDATIONS:

1. Is the concrete foundation cracked? () Yes (X) No
2. Is the concrete foundation level? (X) Yes () No
3. Is there a gap between riser base and the concrete?
() Yes (X) No
4. Condition of anchor bolts? (X) Yes () No

COLUMNS: (Elevated Tanks Only)

1. Is there condensation on columns? () Yes () No
2. Are they straight? () Yes () No
3. Is there any slack in the diagonal X-rods? () Yes () No
4. Condition of bolted connection on riser rods?
() Fair () Poor

TANK OR SHELL:

1. Any disfiguration in tank bottom, shell, roof or irregularities in the contour of the steel? () Yes (XX) No
2. Are any weld seams concave? () Yes (X) No
 - a. Are there any rust streaks originating from the weld seams?
() Yes (X) No
 - b. Any evidence of water leaking from tank? () Yes (X) No
3. * Is there any metal loss by pitting? () Yes (X) No
4. Condition of finish coat? (X) Good () Fair () Bad
5. Condition of intermediate coat? (X) Good () Fair
() Bad
6. Condition of primer coat? (X) Good () Fair () Bad
7. Amount of surface area showing rust? normal
8. Any water ponding on roof? () Yes (X) No

ACCESSORIES:

1. Is there a safety climbing device or cage on the ladder:
(X) Yes () No
2. Is there a target on tank? (X) Yes () No
 - a. Is it working properly? (X) Yes () No
3. Does the utility have a climbing harness? (X) Yes () No
4. How often does the utility climb tank? () day () week
() month () other as needed
5. What is the condition of the overflow?
(X) Good () Fair () Poor
 - a. Does overflow have a screen or flapper?
(X) Screen () Flapper () Neither
 - b. Any evidence of cross-connections? () Yes (X) No
 - c. Rip-rap to prevent erosion at end of overflow?
(X) Yes () No

COMMENTS:

4/22/19

WATER STORAGE INSPECTION

Type: () Elevated (X) Standpipe
() Ground Storage () Clearwell

Size: 100,000

Location: RT 7

Date Constructed: 1995

Type Tank: (X) Welded Metal () Steel-lined glass
() Concrete

SITE:

1. Does site slope away from bank? (X) Yes () No
2. Is ground soft or soggy? () Yes (X) No

FOUNDATIONS:

1. Is the concrete foundation cracked? () Yes (X) No
2. Is the concrete foundation level? (X) Yes () No
3. Is there a gap between riser base and the concrete?
() Yes (X) No
4. Condition of anchor bolts? (X) Yes () No

COLUMNS: (Elevated Tanks Only)

1. Is there condensation on columns? () Yes () No
2. Are they straight? () Yes () No
3. Is there any slack in the diagonal X-rods? () Yes () No
4. Condition of bolted connection on riser rods?
() Fair () Poor

TANK OR SHELL:

1. Any disfiguration in tank bottom, shell, roof or irregularities in the contour of the steel? () Yes (XX) No
2. Are any weld seams concave? () Yes (X) No
 - a. Are there any rust streaks originating from the weld seams?
() Yes (X) No
 - b. Any evidence of water leaking from tank? () Yes (X) No
3. Is there any metal loss by pitting? () Yes (X) No
4. Condition of finish coat? (X) Good () Fair () Bad
5. Condition of intermediate coat? (X) Good () Fair
() Bad
6. Condition of primer coat? (X) Good () Fair () Bad
7. Amount of surface area showing rust? normal
8. Any water ponding on roof? () Yes (X) No

ACCESSORIES:

1. Is there a safety climbing device or cage on the ladder:
(X) Yes () No
2. Is there a target on tank? (X) Yes () No
 - a. Is it working properly? (X) Yes () No
3. Does the utility have a climbing harness? (X) Yes () No
4. How often does the utility climb tank? () day () week
() month () other as needed
5. What is the condition of the overflow?
(X) Good () Fair () Poor
 - a. Does overflow have a screen or flapper?
(X) Screen () Flapper () Neither
 - b. Any evidence of cross-connections? () Yes (X) No
 - c. Rip-rap to prevent erosion at end of overflow?
(X) Yes () No

COMMENTS:

Pump Station Inspection

Type: () Centrifugal Pump () Axial Flow Pump
 (x) Vertical Turbine Pump () Immersible Pump

Location: US60 ps

Number of pumps in station: 2

Size motor: 50 Rating of pump: 300 gmp

Year pump station was constructed: 1992

1. Any visible signs of wear and tear or problem? () Yes (x) No

If yes, explain: _____

2. Are there any coupling alignment problems? () Yes (x) No

If yes, explain: _____

a. Does coupling require grease? () Yes (x) No

3. Have bearings been greased? (x) Yes () No

4. Is there sufficient packing? (x) Yes () No

5. Are there any violations? () Yes (x) No

a. Are all hold-down bolts on pumps and motors tightened properly?

(x) Yes () No

6. Is there an excessive noise from the pump? () Yes (x) No

7. Is there any repainting needed? () Yes (x) No

8. Are there any visible signs of corrosion? () Yes (x) No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

(x) Yes () No

10. Do both pumps need to be operated together?

() Yes (x) No

Pump Station Inspection

Type: () Centrifugal Pump () Axial Flow Pump
(x) Vertical Turbine Pump () Immersible Pump

Location: 486 Pump st

Number of pumps in station: 2

Size motor: 40 Rating of pump: 300 gmp

Year pump station was constructed: 2002 new vfd july 2018

1. Any visible signs of wear and tear or problem? () Yes (x) No

If yes, explain:

2. Are there any coupling alignment problems? () Yes (x) No

If yes, explain:

a. Does coupling require grease? () Yes (x) No

3. Have bearings been greased? (x) Yes () No

4. Is there sufficient packing? (x) Yes () No

5. Are there any violations? () Yes (x) No

a. Are all hold-down bolts on pumps and motors tightened properly?

(x) Yes () No

6. Is there an excessive noise from the pump? () Yes (x) No

7. Is there any repainting needed? () Yes (x) No

8. Are there any visible signs of corrosion? () Yes (x) No

If yes, where:

9. Will one pump meet the demand from customers for water service?

(x) Yes () No

10. Do both pumps need to be operated together? () Yes (x) No

Pump Station Inspection

Type: Centrifugal Pump Axial Flow Pump
 Vertical Turbine Pump Immersible Pump

Location: Clifty Pump ST

Number of pumps in station: 2

Size motor: 50 Rating of pump: 350 gmp

Year pump station was constructed: 2002

1. Any visible signs of wear and tear or problem? Yes No

If yes, explain: _____

2. Are there any coupling alignment problems? Yes No

If yes, explain: _____

a. Does coupling require grease? Yes No

3. Have bearings been greased? Yes No

4. Is there sufficient packing? Yes No

5. Are there any violations? Yes No

a. Are all hold-down bolts on pumps and motors tightened properly?

Yes No

6. Is there an excessive noise from the pump? Yes No

7. Is there any repainting needed? Yes No

8. Are there any visible signs of corrosion? Yes No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

Yes No

10. Do both pumps need to be operated together?

Yes No

Pump Station Inspection

Type: () Centrifugal Pump () Axial Flow Pump
 (x) Vertical Turbine Pump () Immersible Pump

Location: Smokey Pump ST

Number of pumps in station: 2

Size motor: 40 Rating of pump: 350 gmp

Year pump station was constructed: 2003 new vfd in 9/2018

1. Any visible signs of wear and tear or problem? () Yes (x) No

If yes, explain: _____

2. Are there any coupling alignment problems? () Yes (x) No

If yes, explain: _____

a. Does coupling require grease? () Yes (x) No

3. Have bearings been greased? (x) Yes () No

4. Is there sufficient packing? (x) Yes () No

5. Are there any violations? () Yes (x) No

a. Are all hold-down bolts on pumps and motors tightened properly?

(x) Yes () No

6. Is there an excessive noise from the pump? () Yes (x) No

7. Is there any repainting needed? () Yes (x) No

8. Are there any visible signs of corrosion? () Yes (x) No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

(x) Yes () No

10. Do both pumps need to be operated together? () Yes (x) No

Pump Station Inspection

Type: Centrifugal Pump Axial Flow Pump
 Vertical Turbine Pump Immersible Pump

Location: RT 504

Number of pumps in station: 2

Size motor: 10 Rating of pump: 100 gmp

Year pump station was constructed: 2014

1. Any visible signs of wear and tear or problem? Yes No

If yes, explain: _____

2. Are there any coupling alignment problems? Yes No

If yes, explain: _____

a. Does coupling require grease? Yes No

3. Have bearings been greased? Yes No

4. Is there sufficient packing? Yes No

5. Are there any violations? Yes No

a. Are all hold-down bolts on pumps and motors tightened properly?

Yes No

6. Is there an excessive noise from the pump? Yes No

7. Is there any repainting needed? Yes No

8. Are there any visible signs of corrosion? Yes No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

Yes No

10. Do both pumps need to be operated together?

Yes No

Pump Station Inspection

Type: () Centrifugal Pump () Axial Flow Pump
 (x) Vertical Turbine Pump () Immersible Pump

Location: Diamond Ridge

Number of pumps in station: 2

Size motor: 7.5 Rating of pump: 85 gmp

Year pump station was constructed: 1992

1. Any visible signs of wear and tear or problem? () Yes (x) No

If yes, explain: yes but getting all replaced

2. Are there any coupling alignment problems? () Yes (x) No

If yes, explain: _____

a. Does coupling require grease? () Yes (x) No

3. Have bearings been greased? (x) Yes () No

4. Is there sufficient packing? (x) Yes () No

5. Are there any violations? () Yes (x) No

a. Are all hold-down bolts on pumps and motors tightened properly?

(x) Yes () No

6. Is there an excessive noise from the pump? () Yes (x) No

7. Is there any repainting needed? () Yes (x) No

8. Are there any visible signs of corrosion? () Yes (x) No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

(x) Yes () No

10. Do both pumps need to be operated together? () Yes (x) No

Pump Station Inspection

Type: () Centrifugal Pump () Axial Flow Pump
 (x) Vertical Turbine Pump () Immersible Pump

Location: RT 986

Number of pumps in station: 2

Size motor: 15 Rating of pump: 100gmp

Year pump station was constructed: 1992

1. Any visible signs of wear and tear or problem? () Yes (x) No

If yes, explain: _____

2. Are there any coupling alignment problems? () Yes (x) No

If yes, explain: _____

a. Does coupling require grease? () Yes (x) No

3. Have bearings been greased? (x) Yes () No

4. Is there sufficient packing? (x) Yes () No

5. Are there any violations? () Yes (x) No

a. Are all hold-down bolts on pumps and motors tightened properly?

(x) Yes () No

6. Is there an excessive noise from the pump? () Yes (x) No

7. Is there any repainting needed? () Yes (x) No

8. Are there any visible signs of corrosion? () Yes (x) No

If yes, where: _____

9. Will one pump meet the demand from customers for water service?

(x) Yes () No

10. Do both pumps need to be operated together? () Yes (x) No

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

12. With regard to the previous response in Item 14, please see the following information:

- a. June 10, 2016 Rattlesnake Ridge spent \$3,314 on equipment and an additional \$2,295 for metal detectors.
- b. The water district utilizes this equipment weekly.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

13. N/A

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

15. Regarding the prior response to item 18:

- a. No meters failed.
- b. Please see attached documents.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

16. The water district approximates thirty percent (30%) to forty percent (40%) of customer meters are greater than ten years old. See attached test results.

**RATTLESNAKE RIDGE RESPONSES TO
MAY 3, 2019 ORDER**

17. N/A.

**RATTLESNAKE RIDGE RESPONSES TO
MAY 3, 2019 ORDER**

18. N/A.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

19. Regarding response to item 26:

- a. This would help by showing the direction of different areas of water loss and make leak detection more efficient. Rattlesnake Ridge is currently undergoing a large project through USDA-RD and this will be covered in Phase 12 of the current project.
- b. It would be beneficial and more efficient. It would help the district narrow areas of water loss rather than looking through the entire system.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

20. Regarding Item 31:

- a. Willis C. Gilbert is Rattlesnake Ridge Water District's manager and his hourly rate was Thirty-One Dollars Sixty-Two Cents (\$31.62) for 2018 and Thirty Dollars One Cent (\$30.01) for 2017.
- b. Willis "W.C." Gilbert is responsible for the water district's day-to-day operations. He ensures the district's employees and vendors are paid timely. He reports activity to the board of commissioners and has discretion as to spending up to a limit of \$10,000. The water district does not currently have a handbook to specifically set forth job duties.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

21. Rattlesnake Ridge Water District cannot provide a map at this time. A full, complete and accurate map would have to be a satellite and topographic map due to the district's range and terrain.
 - a. The district receives emails through its general manager, W.C. Gilbert. The requests are printed and reported to employees every hour.
 - b. A full and accurate map should be available upon completion of the district's current USDA-RD project. This will likely be available, at the earliest, on or before December 2020. The district currently has a map showing water mains and their size, but not service lines.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

22. The district reports theft of services less frequently since the administration of a prior Carter County Attorney. The prior prosecutor advised theft of services cases are hard to prosecute because it is difficult to identify the responsible party, prove the amount stolen and when it was stolen. The district will become more proactive and report suspected theft moving forward.

RATTLESNAKE RIDGE RESPONSES TO MAY 3, 2019 ORDER

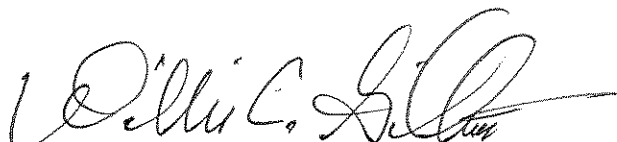
23. Please see documents attached in Response 1 hereinabove. The rate is \$2.50 per 1,000 gallons.

**RATTLESNAKE RIDGE RESPONSES TO
MAY 3, 2019 ORDER**

24. N/A

VERIFICATION: I hereby certify that I have assisted in answering the foregoing and the contents are true and correct to the best of my knowledge and belief.


DAVID GIFFORD


WILLIS C. GILBERT

STATE OF KENTUCKY

COUNTY OF CARTER

The foregoing document was read, sworn to, signed and subscribed in my presence by David Gifford and Willis C. Gilbert on June 18, 2019 to be their free act and deed.

My commission expires: 8-22-2020.

, NOTARY PUBLIC STATE AT LARGE