

**EXHIBIT A**

**Documentation of failure of bills to be mailed**

**PSC Consumer Inquiry System**

4/6/2023

|                                                               |                                              |                                                                          |                                                                                 |
|---------------------------------------------------------------|----------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Complaint:</b> 2023-00498                                  | <b>Entry Date:</b> 4/6/2023                  | <b>Closed Date:</b>                                                      | <b>Contact Type:</b> Hotline                                                    |
| <b>Name:</b> Heaberlin, Phillip                               |                                              | <b>Utility:</b> Rattlesnake Ridge Water District                         |                                                                                 |
| <b>Address:</b> 454 Hurricane Hollow<br>Grayson, KY 41143     |                                              | <b>Utility Nbr:</b> 28600                                                | <b>Location:</b> Residence                                                      |
| <b>County:</b> Carter                                         |                                              | <b>Utility Type:</b> Water Districts                                     |                                                                                 |
| <b>Home:</b> (606) 475-0559                                   | <b>Work:</b>                                 | <b>Reason:</b> Billing ( Billing policies/practices )<br>(none) ( none ) |                                                                                 |
| <b>Fax:</b>                                                   | <b>CBR Nbr:</b>                              | <b>Complaint referred by:</b>                                            |                                                                                 |
| <b>Cell:</b>                                                  | <b>Email:</b>                                |                                                                          |                                                                                 |
| <b>Contacted Utility?</b> <input checked="" type="checkbox"/> | <b>Spoke with:</b> Office                    |                                                                          |                                                                                 |
| <b>Cust Relations:</b> Failed To Correct Problem              |                                              |                                                                          |                                                                                 |
| <b>Utility Contact:</b> Becky Kitchen                         |                                              | <b>Contact's</b> (606) 474-7570 101                                      |                                                                                 |
| <b>Preliminary Description:</b><br>mailing of bills           |                                              | <b>Other Contacts:</b>                                                   |                                                                                 |
| <b>Processor:</b> ROSEMARY                                    |                                              |                                                                          |                                                                                 |
| <b>See File</b> <input type="checkbox"/>                      | <b>Case Related</b> <input type="checkbox"/> | <b>Staff Referral</b> <input type="checkbox"/>                           | <b>Confidential</b> <input type="checkbox"/>                                    |
| <b>Info Only</b> <input type="checkbox"/>                     | <b>Formal Forms</b> <input type="checkbox"/> | <b>Ref to Util</b> <input checked="" type="checkbox"/>                   | <b>Customer Satisfied</b> Yes <input type="radio"/><br>No <input type="radio"/> |

**PSC Narratives:**

**Investigator:** ROSEMARY

**Date:** 4/6/2023 2:41:15 PM

Customer states that bills area due on the 10th of each month and this is the 6th and no one in the neighborhood including him have received bills yet. Customer was told there was some type of receipt showing the bill were taken to the Post Office, is it possible to get a copy of that? Are you aware of any issue that maybe going on with the Post Office?

PSC Consumer Inquiry System

1/6/2023

|                                                               |                                                  |                                                                                             |                                                                                 |
|---------------------------------------------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| <b>Complaint:</b> 2023-00038                                  | <b>Entry Date:</b> 1/6/2023                      | <b>Closed Date:</b>                                                                         | <b>Contact Type:</b> Hotline                                                    |
| <b>Name:</b> Aker, Patricia                                   |                                                  | <b>Utility:</b> Rattlesnake Ridge Water District                                            |                                                                                 |
| <b>Address:</b> 11111 State Highway 1496<br>Grayson, KY 41143 |                                                  | <b>Utility Nbr:</b> 28600                                                                   | <b>Location:</b> Residence                                                      |
| <b>County:</b> Carter                                         |                                                  | <b>Utility Type:</b> Water Districts                                                        |                                                                                 |
| <b>Home:</b> (606) 475-9993                                   | <b>Work:</b>                                     | <b>Reason:</b> Rates/Policies ( Objects to utility<br>policy/practices )<br>(none) ( none ) |                                                                                 |
| <b>Fax:</b>                                                   | <b>CBR Nbr:</b>                                  | <b>Complaint referred by:</b>                                                               |                                                                                 |
| <b>Cell:</b>                                                  | <b>Email:</b>                                    |                                                                                             |                                                                                 |
| <b>Contacted Utility?</b> <input checked="" type="checkbox"/> | <b>Spoke with:</b> office                        |                                                                                             |                                                                                 |
|                                                               | <b>Cust Relations:</b> Failed To Correct Problem |                                                                                             |                                                                                 |
| <b>Utility Contact:</b> Becky Kitchen                         |                                                  | <b>Contact's</b> (606) 474-7570 101                                                         |                                                                                 |
| <b>Preliminary Description:</b><br>payment policy             |                                                  | <b>Other Contacts:</b>                                                                      |                                                                                 |
| <b>Processor:</b> ROSEMARY                                    |                                                  |                                                                                             |                                                                                 |
| <b>See File</b> <input type="checkbox"/>                      | <b>Case Related</b> <input type="checkbox"/>     | <b>Staff Referral</b> <input type="checkbox"/>                                              | <b>Confidential</b> <input type="checkbox"/>                                    |
| <b>Info Only</b> <input type="checkbox"/>                     | <b>Formal Forms</b> <input type="checkbox"/>     | <b>Ref to Util</b> <input checked="" type="checkbox"/>                                      | <b>Customer Satisfied</b> Yes <input type="radio"/><br>No <input type="radio"/> |



**PSC Narratives:**

**Investigator:** ROSEMARY

**Date:** 1/6/2023 12:30:57 PM

Customer upset over the amount of time given to pay the bill. Customer says bill is due 5 days from when it is mailed which is not enough time for the post office to deliver payment back to utility. The other options require the customer to pay additional fees to get payment to utility company which is not fair to the customer, not happy with any of the options wants a longer period to pay the bill.

#17

 **Rattlesnake Ridge**  
**Water District** ...  
Apr 10, 2023 · 

 **Becky Kitchen**  
Apr 10, 2023 · 

To ALL Rattlesnake Ridge Water customers...due to so many not receiving bills this month , there will be no late fees added and we have open investigation to see why some areas receive their bills and some do not, because they are all mailed out the same time ... we are sorry for this inconvenience and hope to have it resolved soon

 Comment a...   

Sent Search in sent

← Back [Icons]

- Inbox
- Unread
- Starred
- Drafts
- Sent
- Archive
- Spam
- Trash

- Views
- Photos
- Documents
- Emails to myself
- Subscriptions
- Receipts
- Credits
- Travel

- Folders
- New Folder
- app
- amazon
- Apple
- aramark
- ARMY PAYMENTS
- Arricks
- audi
- AWWA
- R&D SUPPLY
- beckys staff
- bluebook
- bluegrassling
- Brandy King RD
- bulk plant
- By-pass
- calls11
- Carter county times
- ccr
- cro
- CFDA

bills 2

Sorted by



**Rattlesnake Ridge Water District**  
 From: rrwddw@ yahoo.com  
 To: Tom Stith

Friday, June 30, 2023 at 7:49 AM

Hey Tom just checking in to make sure u did receive the bill file last Thursday the 22nd? we haven't had any of these come through office yet so just checking to make sure.... Thanks.



**Rattlesnake Ridge Water District**  
 From: rrwddw@ yahoo.com  
 To: Tom Stith

Friday, June 30, 2023 at 1:51 PM

YES, we started getting calls today people got them in the mail....Thanks for everything have a great 4th!!!!

On Friday, June 30, 2023 at 11:51 AM

On Friday, June 30, 2023 at 09:40:30 AM EDT Tom Stith <tsstith@peregrinesolutions.com> wrote:

looks like we actually got that file on Friday 6/23--and mailed Monday 6/26.

USPS doesn't take presort business mailings over the weekend. So think you should see them coming in anytime

Thanks---Tom

**From:** Rattlesnake Ridge Water District <rrwddw@ yahoo.com>  
**Sent:** Friday, June 30, 2023 6:49 AM  
**To:** tom Stith <tsstith@peregrinesolutions.com>  
**Subject:** bills

Hey Tom just checking in to make sure u did receive the bill file last Thursday the 22nd? we haven't had any of these come through office yet so just checking to make sure.... Thanks

← [Icons]

cc: [Name], [Name], [Name]

**IMPORTANT SAFETY INFORMATION & USE**

- Increased risk of death in people 50 years and older who have at least 1 heart disease (cardiovascular) risk factor.
- Cancer and immune system problems. RINVOO may increase your risk of certain cancers. Lymphedema can happen with certain cancer treatments. Follow your doctor's instructions.

Full Prescribing Information

Accounting Positive Thinking [4]



**Karen Steele**

- [ksteele@mysoftwaresolutions.com](mailto:ksteele@mysoftwaresolutions.com)
- [rwclwc@yahoo.com](mailto:rwclwc@yahoo.com)
- [tstith@peregrinesolutions.com](mailto:tstith@peregrinesolutions.com)

Hello.

I spoke with Tom at Peregrine and he is going to put a "tracker" on your next bill mailing. After you send the bills to Peregrine to be printed and mailed, please contact your local post office and ask them to let you know when they receive the bills from Charleston. Please contact me after the next bills are delivered (or not, as the case may be).

I have been getting complains from other of our utility billing customers and some of them mail locally. Their delivery is still being delayed because the bills do not come back to the local post office from their sorting center in a timely manner. I am not sure if a formal complaint to the USPS will result in an improvement but that is what I have been advising.

Thank you.



USPS  
Sales & Marketing

On Monday, February 13, 2023 at 12:22:36 PM EST, Tom Stith <tstith@peregrinesolutions.com> wrote:

Here is that postage paperwork you had asked for last week---let me know if you need anything else.

Thanks, Tom

From: Bruce Bishop <bbishop@peregrinesolutions.com>  
Sent: Monday, February 13, 2023 9:10 AM  
To: 'Tom Stith' <tstith@peregrinesolutions.com>  
Subject: FW: Receipt for postage statement 527902665

Rattle snake

| Company Detail                                     |                                                  |
|----------------------------------------------------|--------------------------------------------------|
| Company Name                                       | PEREGRINE SERVICES INC.                          |
| Address                                            | 504 N 7TH ST<br>MONROE, LA 70144                 |
| Contact Name                                       | BRUCE BISHOP                                     |
| Phone Number                                       | (516) 325-4762                                   |
| Profit Indicator                                   |                                                  |
| <b>PS Form 3607R - Mailing Transaction Receipt</b> |                                                  |
| Account Holder Account Number                      | 331232                                           |
| Account Holder Permit Number                       | 3                                                |
| Account Holder Permit Type                         | PI                                               |
| Account Holder CRID                                | 5156423                                          |
| Post Office of Permit                              | MONROE LA 71203-9938                             |
| Post Office of Mailing                             | MONROE LA 71203-9938                             |
| Post Office of Permit Cost Center                  | 2161750589                                       |
| Post Office of Mailing Cost Center                 | 2161750589                                       |
| Mailing Agent Name                                 | Peregrine Services Inc                           |
| Mailing Agent CRID                                 | 5156423                                          |
| Mail Center Name                                   | Peregrine Services Inc                           |
| Mail Center CRID                                   | 5156423                                          |
| JOB ID                                             | 00118490                                         |
| Customer Reference ID                              |                                                  |
| CAPS Transaction Number                            |                                                  |
| Class of Mail                                      | First-Class Mail and First-Class Package Service |
| Processing Category                                | Letters                                          |
| Postage Statement ID                               | 527902665                                        |
| Mailing Group ID                                   | 3996237-0                                        |
| Mailer's Mailing Date                              | 01.27.2023                                       |
| Total Pieces                                       | 3,427 pcs.                                       |
| Weight of a single piece                           | 0.0341 lbs.                                      |
| Total Weight                                       | 116.8607 lbs.                                    |
| Total Number of Containers                         | 11                                               |
| Payment Date and Time                              | 01.27.2023 10:41 CST                             |
| Payment Transaction Number                         | 20230301641002110                                |
| Mailer Figures Adjusted?                           |                                                  |
| <b>Person authorizing adjustment</b>               |                                                  |
| Name                                               |                                                  |
| Phone Number                                       |                                                  |
| Accepted at                                        | MONROE PERMIT                                    |
| Acceptance Site Mailer ID                          |                                                  |
| Clerk Initials                                     | SS1                                              |
| Mail Arrival Date and Time                         | 01.27.2023 15:40 CST                             |



**Tom Stith**

tstith@perreginesolutions.com

'Karen Steele', nwdwc@yahoo.com

I have emailed them to put the track and trace on the 4/24 bills. Let's see what the results are on that - should give us a clear picture of what is going on.

Let me know if any questions I can answer before then. Thanks, Tom

Tom Stith

Peregrine Services Inc

(913) 972-2734

[www.perreginesolutions.com](http://www.perreginesolutions.com)

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**EXHIBIT B**

**Funds remaining in Case No. 2022-00426**



**RATTLESNAKE RIDGE WATER DISTRICT**  
***June 20, 2024***

|                         |                                                                   |
|-------------------------|-------------------------------------------------------------------|
| <b>\$4,602,000</b>      | Total Project Funds (Original)                                    |
| <b><u>\$440,500</u></b> | Additional Cleaner Water Funds                                    |
| <b>\$5,042,500</b>      | Total                                                             |
| <br>                    |                                                                   |
| \$2,415,824.58          | Estimated Contract 1 (including Change Orders 1, 2, 3, 4, 5, & 6) |
| \$1,881,600             | Estimated Contract 2 (including Change Orders 1, and 2)           |
| \$50,926                | Estimated Over Run of Contract 2                                  |
| \$31,000                | Interest                                                          |
| \$399,500               | Additional Engineering (including Amendments 1, & 2, \$42,500)    |
| \$8,820                 | Estimated Local Counsel (\$4410 Remaining)                        |
| \$13,954                | Bond Counsel                                                      |
| <b><u>\$50,000</u></b>  | CDBG Administration                                               |
| <br>                    |                                                                   |
| <b>\$609,435.04</b>     | Estimated Funds to Completion                                     |
| <br>                    |                                                                   |
| \$190,875.42            | Estimated Remaining Funds as of 6-20-24                           |

## **EXHIBIT C**

**Project announcement from ARC**

**Grant Assistance Agreement**

**Kentucky Infrastructure Authority Conditional Commitment Letter**

**Notice to Obligate from ARC**

**Letter re CDBG funds**

**Signature page for Contract re Phase 12**



Appalachian  
Regional  
Commission

# PROJECT ANNOUNCEMENT

**Subject:** Rattlesnake Ridge Water System  
Improvements--Phase 12  
KY-20551-214-22

**Grantee:** Rattlesnake Ridge Water District  
Grayson, KY

**Local Contact:** Riley Summer Congressional 5  
502-370-6551 **District(s):**

**Funding:**

|              |                    |
|--------------|--------------------|
| ARC          | \$500,000          |
| Other        | \$816,000          |
| Federal      |                    |
| State        | \$1,000,000        |
| Local        | \$1,906,000        |
| <b>Total</b> | <b>\$4,222,000</b> |

## WASHINGTON, D.C.-

The Appalachian Regional Commission announced today approval of a grant in the amount of \$500,000 to the Rattlesnake Ridge Water District for the twelfth phase of its water system improvement program. The project will provide first-time service to 23 households, reliable continued service for 696 existing households and four businesses, and \$150,000 in annual savings for the District which will allow it to maintain low rates for its customers.

ARC funding will be used to replace service lines that contribute to the system's overall high rate of water loss, install new master meters to better identify the sources of leaks in the system, and extend water lines up five roads to provide public water to new customers that have been using unreliable wells. The service lines in the project area are at least 30 years old and are estimated to have a water loss rate of 10%. Similarly, because of their age, larger mains throughout the system have deteriorated and in some places, are estimated to have a loss rate of

[www.arc.gov](http://www.arc.gov)

1666 CONNECTICUT AVENUE, NW, SUITE 700  
WASHINGTON, DC 20009-1068

PH: 202 884 7700

50%.

This project includes replacing approximately 24,000 linear feet of 3/4-inch service lines and meters of 700 customers, installation of 11 master meters that will connect to the existing telemetry system to alert operators about dips in water pressure (which indicate the location of leaks), and extension of approximately 21,000 linear feet of 3-inch mains to new customers. The project will be implemented throughout the water district's service area which includes Carter County and parts of Elliott and Lawrence counties, all three of which are designated as distressed counties.

The RRWD was formed in 1983 and began to supply water in 1985 to residents of Carter County. The District purchased water from the City of Grayson to provide water to their system during the first six phases of line extensions. In 2004 the District built their own 2.0 gallons per day water treatment plant and began to serve customers in Elliott and Lawrence counties as well as Carter. Today the District serves over 4000 customers through 900 linear miles of distribution lines in very difficult terrain. Due to the topography of the service area there are multiple pressure zones that require thirteen (13) water storage tanks and fourteen (14) booster pump stations. It is estimated that over 35 million dollars has been invested to construct the infrastructure necessary to provide safe and potable drinking water in a distressed area of eastern Kentucky. The ARC has contributed to eight of the previous 11 phases for a total contribution of \$2,826,000.

In addition to ARC funds, other federal sources will provide \$816,000, state sources will provide \$1,000,000, and local sources will provide \$1,906,000, bringing the total project funding to \$4,222,000. Funding for this project comes from ARC's Central Appalachian Distressed County Infrastructure grant funds.

#### **About the Appalachian Regional Commission**

The Appalachian Regional Commission (ARC) is an economic development agency of the federal government and 13 state governments focusing on 420 counties across the Appalachian region. ARC's mission is to innovate, partner, and invest to build community capacity and strengthen economic growth in Appalachia and help the region achieve socioeconomic parity with the nation. More information is available at [www.arc.gov](http://www.arc.gov).

Date Approved: 12/15/2021



**Appalachian  
Regional  
Commission**

**To:** Gayle C. Manchin, Federal Co-Chair  
**Subject:** Rattlesnake Ridge Water System Improvements--Phase 12  
KY-20551-214-22  
**Grantee:** Rattlesnake Ridge Water District  
Grayson, KY  
**County(s):** Distressed: Carter, Elliott, Lawrence  
**Basic Agency:** Rural Development  
**Goal:** ARC Goal 3, Objective 1. State Strategy 3.2.3: Improve access and overall quality of water utility services.  
**Purpose:** This project will extend new service to residents and address the high rate of water loss in the Rattlesnake Ridge water distribution system, thus enabling the District to maintain low rates for its customers.

|                 |               |                    |             |
|-----------------|---------------|--------------------|-------------|
| <b>Funding:</b> | ARC (CADCI)   | \$500,000          | 12%         |
|                 | Other Federal | \$816,000          | 19%         |
|                 | State         | \$1,000,000        | 24%         |
|                 | Local         | \$1,906,000        | 45%         |
|                 | <b>Total</b>  | <b>\$4,222,000</b> | <b>100%</b> |

Other federal funding is in the form of a \$816,000 grant from RD, state funding is a \$1 million CDBG grant, and the local funding is from a \$1,906,000 RD loan.

**Description:**

The Rattlesnake Ridge Water District requests ARC assistance to replace service lines that contribute to the system's overall high rate of water loss, install new master meters to better identify the sources of leaks in the system, and extend water lines up five roads to provide public water to new customers that have been using unreliable wells. The service lines in the project area are at least 30 years old and are estimated to have a water loss rate of 10%. Similarly, because of their age, larger mains throughout the system have deteriorated and in some places, have an estimated loss rate of 50%.

This project will replace approximately 24,000 linear feet of 3/4-inch service lines and meters of 700 customers, install 11 master meters that will connect to the existing telemetry system to alert operators about dips in water pressure (which indicate the location of leaks), and extend approximately 21,000 linear feet of 3-inch mains to new customers. The project will be implemented throughout the water district's service area which includes Carter County and parts of Elliott and

[www.arc.gov](http://www.arc.gov)

1666 CONNECTICUT AVENUE, NW, SUITE 700  
WASHINGTON, DC 20009-1068

PH: 202 884 7700

Lawrence counties, all three of which are designated as distressed counties.

The RRWD was formed in 1983 and began to supply water in 1985 to residents of Carter County. The District purchased water from the City of Grayson to provide water to their system during the first six phases of line extensions. In 2004 the District built their own 2.0 gallons per day water treatment plant and began to serve customers in Elliott and Lawrence counties as well as Carter. Today the District serves over 4000 customers through 900 linear miles of distribution lines in very difficult terrain. Due to the topography of the service area there are multiple pressure zones that require thirteen (13) water storage tanks and fourteen (14) booster pump stations. It is estimated that over 35 million dollars has been invested to construct the infrastructure necessary to provide safe and potable drinking water in a distressed area of eastern Kentucky. The ARC has contributed to eight of the previous 11 phases for a total contribution of \$2,826,000.

**Rationale/Benefits:**

This project will address key issues that have led to the high rate of water loss within the aging water distribution system. Because of the challenging topography (which adds to the expense of maintaining the system) and the economically distressed designation, the Rattlesnake Ridge Water District requires outside assistance to replace aging and poorly functioning infrastructure, add new elements such as the master meters to ensure easy identification of problem spots in the system, and extend public water to new customers. The project will reduce operating and maintenance costs, which will greatly contribute to the sustainable management of the system.

**Performance Measure (Outputs):**

The project will serve 23 new households, 696 existing households, and four businesses, for a total of 719 households and 4 businesses. It will install 24,000 linear feet of service lines and 21,000 linear feet of mains for a total of 45,000 linear feet of lines.

**Performance Measure (Outcomes):**

The project will improve 23 households by the first-time provision of reliable public drinking water, 696 households by the assurance of a continued reliable supply (for a total of 719 households) and four businesses. The project will also create \$150,000 in annual savings for the Rattlesnake Ridge Water District which will enable it to maintain low rates for its customers.

This project will have a primary impact on distressed areas. The project is consistent with the ARC Act and Code and is recommended for funding.

**Recommended:**

Brandon McBride

Executive Director

12/8/2021 10:50 AM

Date Recommended

**Approved:**

*Gayle C. Manchin*

12/15/2021 4:47 PM

Federal Co-Chair

Date Approved



**GRANT ASSISTANCE AGREEMENT**

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

**WITNESSETH:**

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

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

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

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

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

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

**SECTION 1 – DEFINITIONS**

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

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

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

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

**Engineer(s)** shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

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

**Grant** shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWW098 in the principal amount of \$440,500 for the purpose of defraying the costs incidental to the Project.

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

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

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

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

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

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

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

## **SECTION 2 - OBLIGATIONS OF THE AUTHORITY**

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

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

## **SECTION 3 - OBLIGATIONS OF THE GRANTEE**

The Grantee covenants and agrees to undertake the following obligations:

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

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

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

#### **SECTION 4 - MUTUALITY OF OBLIGATIONS**

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

#### **SECTION 5 - TERMS OF AGREEMENT**

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

#### **SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN**

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

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

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

## **SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.**

### **Section 7.1. Events of Default Defined.**

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

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

**Section 7.2. Remedies on Default.**

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

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

**Section 7.3. No Remedy Exclusive.**

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

**Section 7.4. Consent to Powers of Authority Under Act.**

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

**Section 7.5. Waivers.**

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

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

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



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

#### **SECTION 8 - MISCELLANEOUS PROVISIONS**

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.
- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

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

- I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

#### **Equal Employment Opportunity**

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
  - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- d. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Grantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### **Contract Work Hours and Safety Standards Act**

All contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Grantee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **Clean Air Act**

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

**Federal Water Pollution Control Act**

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

**Debarment and Suspension**

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at [www.sam.gov](http://www.sam.gov).

**Byrd Anti-Lobbying Amendment**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

*[Signature Page Follows]*

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

KENTUCKY INFRASTRUCTURE  
AUTHORITY

By: *Sandy Williams*  
Sandy Williams, Executive Director

Date: 6/9/2023

RATTLESNAKE RIDGE WATER DISTRICT

By: *Billy A. Gilbert*  
Authorized Official

Print Name: Billy A. Gilbert

THIS AGREEMENT HAS BEEN EXAMINED  
BY:

By: *Don B. Gibson*  
LEGAL COUNSEL TO THE KENTUCKY  
INFRASTRUCTURE AUTHORITY



**KENTUCKY INFRASTRUCTURE AUTHORITY**

**Andy Beshear**  
Governor

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

**Sandy Williams**  
Executive Director

November 21, 2022

Bill Gilbert  
Chairman  
Rattlesnake Ridge Water District  
PO Box 475  
Grayson, KY 41143

**KENTUCKY INFRASTRUCTURE AUTHORITY  
CONDITIONAL COMMITMENT LETTER**

KIA Grant Number 22CWW098  
WRIS Project Number WX21043047

Dear Official,

Congratulations on receiving an award of Kentucky Cleaner Water Program (the "CWP") Round 2 grant funds for your Project! The Kentucky Infrastructure Authority (the "Authority") approved the grant request to the Rattlesnake Ridge Water District (the "Grantee") in the amount of \$440,500 for the Phase 12 Water System Improvements project. We look forward to working with you to successfully complete your Project!

Please be aware that these Round 2 CWP Grant Project funds are provided through the American Rescue Plan Act of 2021, Coronavirus State Fiscal Recovery Fund and must be obligated by December 31, 2024 and fully expended by December 31, 2026. Any funds not obligated by December 31, 2024 or expended by December 31, 2026 will be forfeited and will not be available for the project.

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

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

**TEAM**  
**KENTUCKY**

An Equal Opportunity Employer M/F/D

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

Sincerely,



Sandy Williams,  
Executive Director

Attachments

cc: Riley Sumner, Project Administrator  
W C Gilbert, Rattlesnake Ridge Water District  
Eric Patton, ADD Coordinator  
Carmen Ignat, KIA Grant Analyst  
File

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

\_\_\_\_\_  
Accepted

\_\_\_\_\_  
Date



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

Rattlesnake Ridge Water District

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

**Terms**

1. The grant award shall not exceed \$440,500 and shall be used solely for the designated project, unless otherwise permitted in writing by the Authority. Any reallocation requests should request signature approval by the original consensus approval group.
2. The grant funds shall be obligated by December 31, 2024. Any grant funds not obligated by December 31, 2024 will not be available for use by the Grantee and will not be available for the project.
3. Grant funds obligated by December 31, 2024 must be expended by the Grantee by December 31, 2026. Any obligated funds not fully expended by December 31, 2026 will not be available for use by the Grantee and will not be available for the project.
4. The grant must be reviewed and approved by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the Authority's execution of the Assistance Agreement.
5. The Assistance Agreement must be executed within six (6) months from project bid opening.
6. Grant funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.
7. All approvals required by the Kentucky Division of Water (DOW), if any, shall be obtained by the Grantee prior to project bid. All approvals required by the Kentucky Public Service Commission, if any, shall be obtained prior to commencement of project construction.
8. All acquisitions of easements or purchases of land shall be completed prior to commencement of construction.
9. Cleaner Water Program grant funds are federal funds. If more than \$750,000 of federal funds including all sources are disbursed to the Grantee in any one fiscal year, the Grantee is required to have a single or program-specific audit conducted

for that year in accordance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

### Conditions

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

1. The Project Profile (WX21043047) shall be updated to accurately reflect project data, including the budget and mapping information, effective as of the date certified in **Exhibit 1**.

Documentation of final funding commitments from all parties other than the Authority as identified on the Project Budget (Attachment B) and in the Budget Tab of the updated Project Profile shall be provided prior to execution of the Assistance Agreement and disbursement of grant funds. Any subsequent changes in the anticipated project funding shall be immediately reported to the Authority and may cause this grant to be subject to further consideration.

2. The Grantee shall obtain a Vendor Number from the Finance and Administration Cabinet of the Commonwealth of Kentucky and provide that Vendor Number to the Authority as **Exhibit 2**.
3. The project shall comply with the reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). The Grantee shall complete the Transparency Act Reporting Information Form and return it to the Authority as **Exhibit 3**.

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

After providing the Authority with the signed Conditional Commitment Letter and Exhibits 1 through 3, the Authority will forward to the Grantee the Grant Assistance Agreement. Upon completion by the Grantee of Exhibits 4, 5, and 7, the Authorized Official shall sign the Assistance Agreement and forward the Exhibits, with supporting documentation, and the signed Assistance Agreement to the Authority for execution. The Grantee shall continue to complete the remaining Exhibits (6 and 8 through 10).

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

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

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

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

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

10. The Grantee shall certify that its accounting system for water treatment and distribution and sewer service is maintained separately from its accounting for all other operations, and that its service rates are based on the cost of providing the service and, that its utility operations are audited at least every two years as **Exhibit 10**.
11. Upon project completion, the Grantee shall submit, to the Authority, the Certificate of Project Completion, signed by the project Engineer, the Authorized Official and the Project Administrator as **Exhibit 11**.

**ATTACHMENT B  
PROJECT BUDGET**

# CWP PROJECT BUDGET

Project Title: Phase 12 Water System Improvements

WRIS#: WX21043047

Project Budget: Estimated  As Bid  Revised

enter date enter date enter date

| Cost Classification | CWP Grant<br>22CWW09<br>8       | Funding<br>Source 1 | Funding<br>Source 2 | Funding<br>Source 3 | Funding<br>Source 4 | Funding<br>Source 5 | Local Funds | Unfunded<br>Costs | Total |
|---------------------|---------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-------------|-------------------|-------|
| 1                   | Administrative Expenses         |                     |                     |                     |                     |                     |             |                   |       |
| 2                   | Legal Expenses                  |                     |                     |                     |                     |                     |             |                   |       |
| 3                   | Land, Appraisals, Easements     |                     |                     |                     |                     |                     |             |                   |       |
| 4                   | Relocation Expense & Payments   |                     |                     |                     |                     |                     |             |                   |       |
| 5                   | Planning                        |                     |                     |                     |                     |                     |             |                   |       |
| 6                   | Engineering Fees - Design       |                     |                     |                     |                     |                     |             |                   |       |
| 7                   | Engineering Fees - Construction |                     |                     |                     |                     |                     |             |                   |       |
| 8                   | Engineering Fees - Inspection   |                     |                     |                     |                     |                     |             |                   |       |
| 9                   | Engineering Fees - Other        |                     |                     |                     |                     |                     |             |                   |       |
| 10                  | Construction                    |                     |                     |                     |                     |                     |             |                   |       |
| 11                  | Equipment                       |                     |                     |                     |                     |                     |             |                   |       |
| 12                  | Miscellaneous                   |                     |                     |                     |                     |                     |             |                   |       |
| 13                  | Contingencies                   |                     |                     |                     |                     |                     |             |                   |       |
|                     | <b>Total</b>                    |                     |                     |                     |                     |                     |             |                   |       |

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

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

Total Funding

-

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

## ATTACHMENT C

### CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

**Note A: Exhibits 1 through 3 must be completed, signed electronically or manually, then scanned and emailed to THE AUTHORITY with the Grantee's signed Conditional Commitment Letter.**

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

**Note B: Upon receipt of the signed Conditional Commitment Letter, the Authority's verification of Exhibits 1-3, and approval by the Capital Projects and Bond Oversight Committee (CPBOC), the Authority will forward to the Grantee the Grant Assistance Agreement. AFTER receiving the Grant Assistance Agreement, the Grantee should complete Exhibits 4, 5, and 7. Then the Authorized Official may sign the Agreement and email it to the Authority with Exhibits 4, 5, and 7.**

- Exhibit 4 Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official) and Certificate of Recording Officer
- Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution
- Exhibit 7 Kentucky eClearinghouse Endorsement Letter with Comments.

**Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) upon receipt of Attachment B and Exhibits 1 thru 7 and may request the balance of the engineering design fee upon the Authority's receipt of Exhibit 8.**

Attachment B CWP Project Budget

- Exhibit 6A Copy of the Engineering Services Contract
- Exhibit 6B Grantee & Engineer Fee Confirmation
- Exhibit 8 Copy of the DOW Approval Letter of Engineering Plans & Specifications.
- Exhibit 9 Bid Package: Engineer's Approval of "as-bid" project budget  
Affidavit of Newspaper Publication with Tear Sheet  
Certified Bid Tabs with Engineer's seal, number, and signature
- Exhibit 9A Clear Site Certificate – CWP Grantee.
- Exhibit 9B Clear Site Certificate – Title Attorney.
- Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.
- Exhibit 11 Certificate of Project Completion.

**EXHIBIT 1**

**CERTIFICATION OF PROJECT PROFILE REVIEW & UPDATE**

The Project Profile was reviewed and updated in the Water Resource Information System as of \_\_\_\_\_ by the Grantee's Authorized Official and Project Administrator.

(date)

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

**Grant Number:** 22CWW098



EXHIBIT 2

EZ VENDOR REGISTRATION APPLICATION

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

Vendor Registration Guide

Link to the Vendor Self Service Site

The Grantee's Vendor Number is \_\_\_\_\_.

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

Grant Number: 22CWW098

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

This form is required for all utility entities with projects funded in whole or in part from the Cleaner Water Program Grant Fund. Please complete this form if your entity has a Unique Entity ID or as soon as you receive your Unique Entity ID and return it with the signed Conditional Commitment Letter you received from the Authority.

Grantee Information:

|                                                                    |                                  |
|--------------------------------------------------------------------|----------------------------------|
| Grantee Name:                                                      | Rattlesnake Ridge Water District |
| Unique Entity ID (generated by SAM.gov)*:                          |                                  |
| KIA Grant Number:                                                  | 22CWW098                         |
| CWP WRIS Project Number                                            | WX21043047                       |
| Street Address                                                     |                                  |
| City, State and Zip<br>(Zip must include 4 digit extension)        |                                  |
| Federal Congressional District(s) of Grantee Utility Service Area: |                                  |

\*If the Unique Entity ID provided above is registered under a different name than the recipient of the grant funding, please provide the registration name below:

|                       |  |
|-----------------------|--|
| Unique Entity ID Name |  |
|-----------------------|--|

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

Physical Location of Project (Primary Place of Performance)

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

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

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

Unique Entity ID Registration Information: <https://sam.gov>

**EXHIBIT 4**

**RESOLUTION**

**RESOLUTION OF THE RATTLESNAKE RIDGE WATER DISTRICT  
ACCEPTING THE GRANT, APPROVING THE GRANT ASSISTENCE  
AGREEMENT, AUTHORIZING THE AMENDMENT OF THE  
RATTLESNAKE RIDGE WATER DISTRICT'S ANNUAL BUDGET, AND  
AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED  
DOCUMENTS**

WHEREAS, the Kentucky General Assembly has appropriated funds for infrastructure projects in House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly for the Cleaner Water Program; and

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

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

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

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

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

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

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

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

ADOPTED on \_\_\_\_\_, 202\_\_.

**RATTLESNAKE    RIDGE    WATER**  
**DISTRICT**

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

**CERTIFICATE OF RECORDING OFFICER**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary/Clerk of the Grantee, and that the foregoing is a full, true and correct copy of a Resolution adopted by the governing body of said Grantee at a meeting duly held on \_\_\_\_\_, 202\_\_\_\_; and that this official action appears as a matter of public record in the official records or journal of the Grantee; and that said meeting was held in accordance with all applicable requirements of Kentucky law, including Sections 61.810, 61.815, 61.820 and 61.823 of the Kentucky Revised Statutes; and that a quorum was present at the meeting; and that this official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature, below, on \_\_\_\_\_, 202\_\_\_\_.

---

Secretary/Clerk

**EXHIBIT 5**

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

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

(Date)

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

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

Ms. Sandy Williams:

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

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

Based upon my review I am of the opinion that:

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

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

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

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

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

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

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

Respectfully,

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

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

A copy of the Engineering Contract between the Grantee and the Engineer shall be submitted to the Authority, marked as **Exhibit 6A**.

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires an engineer and will have an engineering contract.
- This project was designed by an in-house engineer and will not have an engineering contract.
- This project does not require design by an engineer and will not have an engineering contract.



**EXHIBIT 6B****GRANTEE & ENGINEER FEE CONFIRMATION**

The Authority requires that the Engineer's fee be calculated based on the Engineer's estimated net construction cost of the Project in conformance with the latest version of the USDA Rural Development Utility Program Fee Guide.

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

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

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

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

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

Please check the box below if the project does not require a contract with an outside engineer. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This form does not apply because the project was designed by an in-house engineer or the project does not require design by an engineer.

**EXHIBIT 7**

**COPY OF eCLEARINGHOUSE ENDORSEMENT LETTER WITH COMMENTS**

**Note: In submitting the Project to the Kentucky eClearinghouse, be advised that the source of the Kentucky Cleaner Water Program funds is the American Rescue Plan Act of 2021, which established the Coronavirus State Fiscal Recovery Fund, and were appropriated through House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly.**

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

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

**EXHIBIT 8**

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

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- This project requires DOW approval and the approval letter is attached.
- This project does not require DOW approval and the approval letter is not applicable.

**EXHIBIT 9****THE BID PACKAGE**

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

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

Please check the box below that most closely describes your project. If additional comments need to be made, please provide comments in the blank area below or attach a separate sheet.

- Procurement for this project requires the project to be bid. The bid package referred to above is attached.
- Procurement for this project falls under small purchase procurement and requires 3 quotes. The quotes are attached.
- Procurement for this project falls under a procurement master agreement. The master agreement is attached.
- Procurement for this project used another procurement type and is described below.

Other Procurement description: \_\_\_\_\_

**EXHIBIT 9A**

**CLEAR SITE CERTIFICATE – CWP Grantee**

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

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

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

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

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

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

---

Grantee's Authorized Official

---

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

**EXHIBIT 9B**

**CLEAR SITE CERTIFICATE – Title Attorney**

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

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

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

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

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

**EXHIBIT 10**

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

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

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

**Rattlesnake Ridge Water District**

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

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

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

**EXHIBIT 11**

**CERTIFICATE OF PROJECT COMPLETION**

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

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

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

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

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

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

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

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





Appalachian  
Regional  
Commission

**Notice to Obligate**

**TO:** Christopher McLean  
U.S. Department of Agriculture, Rural  
Development  
Utilities Program  
South Building, Room 5135-S  
14th & Independence Avenue, SW  
Washington, DC 20250  
Attn: Lois East

**CC:** Thomas Becker  
U.S. Department of Agriculture, Rural  
Development  
415 West Morris Street  
Bath, NY 14810

Pursuant to the Appalachian Regional Development Act of 1965, as amended, the Appalachian Regional Commission has approved the referenced project under appropriation 46X0200. Rural Development has agreed to obligate and administer the grant under the Memorandum of Agreement between ARC and USDA.

**ARC Project Number:** KY-20551

**Project Title:** Rattlesnake Ridge Water System Improvements--Phase 12

**Grantee:** Rattlesnake Ridge Water District

**Approved Funding:**

|                           |                    |             |
|---------------------------|--------------------|-------------|
| <b>ARC</b>                | \$500,000          | 12%         |
| <b>RD Grant</b>           | \$816,000          | 19%         |
| <b>RD Loan</b>            | \$1,906,000        | 45%         |
| <b>State</b>              | \$1,000,000        | 24%         |
| <b>Total Project Cost</b> | <b>\$4,222,000</b> | <b>100%</b> |

**Authorized USDA Administrative Charge:** \$0

**Approved:**

*Gayle C. Manchin*

Federal Co-Chair

12/15/2021 4:47:00  
PM

Date



Andy Beshear  
Governor

OFFICE OF THE GOVERNOR  
DEPARTMENT FOR LOCAL GOVERNMENT  
100 AIRPORT ROAD, THIRD FLOOR  
FRANKFORT, KENTUCKY 40601  
PHONE (502) 573-2382  
FAX (502) 227-8691  
www.kydlgweb.ky.gov

Dennis Keene  
Commissioner

September 21, 2021

The Honorable Mike Malone  
Carter County Judge/Executive  
300 W. Main Street  
Grayson, Kentucky 41143

RE: Rattlesnake Ridge Phase 12 Water System improvements Project  
Community Development Block Grant (CDBG) #20-026

Dear Judge Malone:

On behalf of Governor Andy Beshear and the staff of the Department for Local Government (DLG), I am pleased to congratulate you on your selection as a recipient of Community Development Block Grant (CDBG) funds. Preliminary approval has been given to your CDBG project referenced above in the amount of **\$1,000,000**. This approval is based on your acceptance of the conditions outlined below:

1. Applicant will enter into a grant agreement with the Commonwealth within one month of being presented the document for consideration.
2. Applicant will accept the funding level referenced above and bear all cost overruns.
3. Applicant agrees that federal wage rates will be incorporated into all construction contracts where applicable.
4. Applicant agrees that the project cannot be advertised for bids until granted an environmental clearance from DLG.
5. Applicant must have the project advertised for bids three (3) months from the date of the fully executed grant agreement and the project must be completed by **December 30, 2023**.
6. Applicant will ensure 2 CFR Part 200 Audit requirements are met.

The Honorable Mike Malone

TEAM   
KENTUCKY.

An Equal Opportunity Employer M/F/D

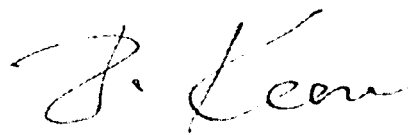
7. Applicant will ensure compliance with Title I of the Housing and Community Development Act of 1974, Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Section 504, Drug Free Workplace requirements, and the furthering of Fair Housing and promoting nondiscrimination. In addition, the applicant ensures compliance with all other State and Federal laws.
8. CDBG funds will be used solely for the replacement of water meters, setters, pressure release valves and master meters with remote terminal units as a standalone project.

Please indicate your acceptance of these conditions by signing below and return the signed document to our office by **April 1, 2021**. Following receipt of your signature, a grant agreement will be prepared. Once the grant agreement has been drafted, DLG staff will contact you to schedule a grant agreement meeting.

Please note that you may **not** incur any costs to be reimbursed with CDBG funds or other project funds, except for certain costs relating to planning and design services, until you have received environmental clearance and entered into a grant agreement. Any costs incurred or obligations made prior to receiving a fully executed copy of the grant agreement are at your own risk.

Due to COVID 19 most staff is working remotely and in order to process these documents in a timely manner we are processing all documents in an electronic format only. We look forward to working with you and assisting your community with this grant. Please contact Jennifer Peters at 502/573-2382 ([jennifer.peters@ky.gov](mailto:jennifer.peters@ky.gov)), if you have questions concerning this commitment letter.

Sincerely,



Dennis Keene  
Commissioner

c: Patrick Kirby, CEDA

The Honorable Mike Malone  
September 21, 2021  
Page 3 of 3

By affixing my signature below, I, the authorized representative of the applicant, do hereby agree to the conditions set forth above.

---

The Honorable Mike Malone  
Carter County Judge/Executive

---

Date

|            | Document Description                                        | Page 24 |
|------------|-------------------------------------------------------------|---------|
| 2200001647 | Carter County RRWD Phase12 Water System Improvements 20-026 |         |

**Approvals**

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

**Commonwealth of Kentucky:**



Signature

Dennis Keene

Printed Name


Commissioner  
Department For Local Government

Title

3-30-2022

Date

**Carter County Fiscal Court:**



Signature

Mike Malone

Printed Name

Judge Executive

Title

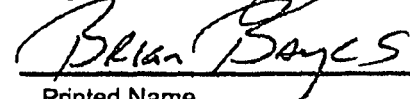
3/15/22

Date

**Approved as to form and legality:**



Signature




Printed Name

County Legal Counsel

Title

3/15/22

Date



Signature

Matthew Stephens

Printed Name

General Counsel  
Department For Local Government

Title

3-25-22

Date