

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In The Matter of:

ELECTRONIC INVESTIGATION INTO THE )  
FINANCIAL AND OPERATING CAPACITY OF )  
RATTLESNAKE RIDGE WATER DISTRICT )  
INCLUDING RATTLESNAKE RIDGE WATER )  
DISTRICT AND ITS INDIVIDUAL )  
COMMISSIONERS, AND MANAGER DAVID )  
GIFFORD FOR ALLEGED FAILURE TO COMPLY )  
WITH KRS 278.300 AS WELL AS POSSIBLE )  
VACANCIES ON THE BOARD OF )  
COMMISSIONERS OF RATTLESNAKE RIDGE )  
WATER DISTRICT )

CASE NO.  
2021-00340

**RESPONSE OF RATTLESNAKE RIDGE WATER DISTRICT TO COMMISSION  
STAFF'S SIXTH REQUEST FOR INFORMATION TO RATTLESNAKE RIDGE  
WATER DISTRICT**

1. Provide documentation as to all work completed on the Phase 12 project. Include invoices, receipts, and description of completed portions of the project.

**RESPONSE QUESTION 1:**

**Attached as Exhibit A is the description as to project progress provided by Bluegrass Engineering.**

**Attached as Exhibit B are the monthly draws (March through June 2023) with attached invoices for each draw.**

2. Provide documentation of payment from the Carter County Fiscal Court to Rattlesnake Ridge District of \$450,000 for grant funds as part of the Community Development

Block Grant. Carter County Fiscal Court received the funds on April 28, 2023.

**RESPONSE QUESTION 2:**

**Attached as Exhibit C is the documentation of the Community Development Block Grant monies being paid over to Ferguson Waterworks directly from the Carter Co Fiscal Court.**

3. Provide documentation of any interim financing received as part of a grant or loan toward the Phase-12 project.

**RESPONSE QUESTION 3:**

**Attached as Exhibit D is Interim Financing Resolution and Loan Agreement and Note between RRWD and Rural Water Financing Agency**

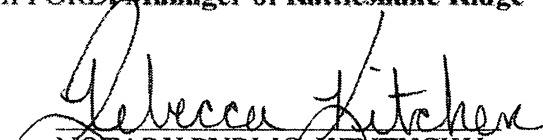
The above Responses are true and correct to the best of my information, knowledge, and belief formed after reasonable inquiry.

  
\_\_\_\_\_  
DAVID GIFFORD, MANAGER  
RATTLESNAKE RIDGE WATER DISTRICT


**COMMONWEALTH OF KENTUCKY**  
**COUNTY OF Carter**

The foregoing instrument was sworn, subscribed, and acknowledged to before me this 21<sup>st</sup> day of June, 2023 by DAVID GIFFORD, **Manager of Rattlesnake Ridge Water District**, to be his free act and deed.

My commission expires: 11/6/23.

  
\_\_\_\_\_  
NOTARY PUBLIC, KENTUCKY  
NOTARY ID # 633477

Respectfully submitted,

  
DELORES WOODS BAKER  
Local Counsel RRWD  
134 W Third St  
Maysville, KY 40156  
606-564-7969  
[dwbaker@maysvilleky.net](mailto:dwbaker@maysvilleky.net)

**CERTIFICATE OF SERVICE**

I hereby certify that the foregoing with all attachments was served by postage prepaid, first class mail, on June 27, 2023 to:

Lewis County Fiscal Court  
122 Second Street  
Vanceburg, KY 41179

Elliott County Local Government  
P.O. Box 710  
Sandy Hook, KY 41171

Carter County Fiscal Court  
300 West Main Street  
Grayson, KY 41143

Lawrence County Fiscal Court  
122 South Main Cross Street  
Louisa, KY 41230

Morgan County Office Building  
450 Prestonsburg Street  
West Liberty, KY 41472

Mr. Jim Gazay  
Morgan County Judge Executive  
450 Prestonsburg Street  
West Liberty, KY 41472

Mr. Phillip Carter  
Lawrence County Judge Executive  
P.O. Box 566  
Louisa, KY 41230

And by email on June 27, 2023 to:

John Lewis, Elliott County Attorney: attorneyjohnlewis@yahoo.com

Brian Bayes, Carter County Attorney: bbayes@prosecutors.ky.gov

Ben Harrison, Lewis County Attorney: bharrison@prosecutors.ky.gov

Brandon Burton, Carter County Judge Executive: ccjudgeexecutive@gmail.com

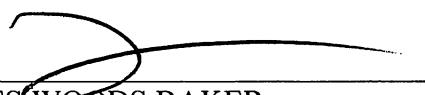
George Sparks, Lewis County Judge Executive: George.sparks@lewiscountky.gov

Myron Lewis, Elliott County Judge Executive: ejudge@mrtc.com

Johnny Osborne, Lawrence County Attorney: johnny@lcattorney.net

Myles Holbrook, Morgan County Attorney: Mholbrook@prosecutors.ky.gov

Respectfully submitted,



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DELORES WOODS BAKER  
Local Counsel RRWD  
134 W Third St  
Maysville, KY 40156  
606-564-7969  
dwbaker@maysvilleky.net

## **EXHIBIT A**

### **1. Project progress**



## PSC INFORMATION

**PROJECT: RATTLESNAKE RIDGE WATER DISTRICT  
 PHASE 12 - WATER SYSTEM IMPROVEMENTS – CONTRACTS 1 & 2  
 BE Project # 20002**

**DATE: June 13, 2023**

- |    |                           |             |                                       |
|----|---------------------------|-------------|---------------------------------------|
| 1. | <b>Contract Amounts -</b> | \$2,172,222 | Contract 1 (CO No.1, Less \$28,770)   |
|    |                           | \$1,174,250 | Contract 2 (CO No.1, Less \$239,925 ) |

**Monthly Estimate Totals**

Contract 1 –\$1,380,652.66	(68% complete, including stored mat)
Contract 2 - \$209,350	(12% complete)
Bluegrass Engineering – \$268,212	
CEDA, Inc. – \$15,000	
Bond Attorney - \$8,816.52	
Local Attorney - \$4409.85	

**Total Payout to Date - \$1,886,441.03**

**GENERAL**

Both contracts started on April 3<sup>rd</sup> as that was when Rural Development signed off on the contracts.

**Contract 1**

- Ferguson has currently installed 2160 meters or completed 54% of the 4000 contracted.
- Recently approved shop drawings on the Master Meter vaults that will be installed throughout the system. Should start construction on these in the near future.
- I do not see an issue with meeting the construction schedule.
- The new customer radio read meters are going to be instrumental in reducing water loss and increasing revenues.

**Contract 2**

- The three (3) roads that had water line extensions were Blaines Trace, Lick Creek, and Lick Falls. Only Blaines Trace is not completed due to vast



## **PSC INFORMATION**

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amounts of rock that has to be hammered out. Blaines Trace should be completed in about a week or two.

- Once the water main is installed, this contract may be suspended temporarily as there is currently a supply issue with the meter setters. Upon our review and many discussions with vendors the 750 setters required for this project may not be available until October. We are hopeful, we can locate a few setters over time so we can keep the contractor working.
- This contractor is currently running behind schedule and it has been brought to his attention that he may need to add additional crews to get back on schedule.

## **EXHIBIT B – Monthly Draws**

- 1. March 2023 with invoices**
- 2. April 2023 with invoices**
- 3. May 2023 with invoices**
- 4. June 2023 with invoices**



BE

**Certificate of Engineers  
Rattlesnake Ridge Water District  
Phase 12 Water System Improvements**

The undersigned hereby certifies as follows:

1. That they have been duly employed by RATTLESNAKE RIDGE WATER DISTRICT to perform the engineering work in connection with the water system construction project.

2. That per the approved, attached invoices the following named contractors and/or other persons are now entitled to the sum of:

*GA*  
219,526.37  
\$ 219,505.52

Payee	CDBG Grant Funds	RD Loan Funds	RD Grant Funds	Total
Bluegrass Engineering, Invoice No. 2023-013		\$ 201,300.00		\$ 201,300.00
CEDA, Inc.	\$ 5,000.00			\$ 5,000.00
Rubin & Hays, Bond Counsel		\$ 8,816.52		\$ 8,816.52
Derrick Willis, Local Counsel		\$ 4,389.00		\$ 4,389.00
		4407.85 <i>GA</i>		4407.85 <i>GA</i>
	\$ 5,000.00	\$ 214,505.52		\$ 219,505.52

Notes

214,526.37  
*GA*  
219,526.37

3. That upon said amount being loaned or advanced to and/or obtained by Rattlesnake Ridge Water District from the proceeds of the loans/grants and/or other sources, the undersigned approves such expenditure and the payment of said amount(s) to said contractors and/or other persons, either directly or from amounts deposited in the project construction account in Grayson, Kentucky.

IN TESTIMONY WHEREOF, witness the signature of the undersigned Engineers this 8th day of March of 2023.

BLUEGRASS ENGINEERING, PLLC

By: *[Signature]*

Approved On: 3-8-23

RATTLESNAKE RIDGE WATER DISTRICT

By: *[Signature]*

Approved On: 3-8-23

RURAL DEVELOPMENT

By: *[Signature]*

**ACCEPTED BY PROJECT ADMINISTRATOR**

This review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents



**INVOICE**

**CLIENT:**  
 Rattlesnake Ridge Water District  
 P.O. Box 475  
 Grayson, Kentucky 41143

**Invoice Date:** 03/08/23  
**Invoice No.** 2023-013  
**Proj. No.** 20002

**Job Description:** Phase 12 - Water System Improvements Project  
**Billing Period:** March, 2020 thru March 8, 2023

	Total Fee	% Complete	Total Earned to Date	Amount Paid to Date	Amount Due to Date
<b>Preliminary Services</b>					
Preliminary Engineering Report	\$ 5,000.00	100.00%	\$ 5,000.00		\$ 5,000.00
<b>Total Preliminary Services</b>	<b>\$ 5,000.00</b>	<b>0.00%</b>	<b>\$ 5,000.00</b>	<b>\$ -</b>	<b>\$ 5,000.00</b>
<b>Design &amp; Construction Services</b>					
Engineering Design					
Design	\$ 168,800	100.00%	\$ 168,800.00	\$ -	\$ 168,800.00
Construction Administration	\$ 42,200	0.00%	\$ -	\$ -	\$ -
Inspection Services	\$ 116,000	0.00%	\$ -	\$ -	\$ -
<b>Total Design &amp; Construction Services</b>	<b>\$ 327,000.00</b>	<b>56.00%</b>	<b>\$ 168,800.00</b>	<b>\$ -</b>	<b>\$ 168,800.00</b>
<b>Additional Services</b>					
Environmental	\$ 10,000	100.00%	\$ 10,000.00	\$ -	\$ 10,000.00
Easements	\$ 5,000	100.00%	\$ 5,000.00	\$ -	\$ 5,000.00
AIS Certifications	\$ 5,000	0.00%	\$ -	\$ -	\$ -
Rate Study	\$ 5,000	100.00%	\$ 5,000.00	\$ -	\$ 5,000.00
Amendment No.1	\$ 7,500	100.00%	\$ 7,500.00	\$ -	\$ 7,500.00
<b>Total Additional Services</b>	<b>\$ 32,500</b>	<b>0.00%</b>	<b>\$ 27,500.00</b>	<b>\$ -</b>	<b>\$ 27,500.00</b>
<b>Total</b>	<b>\$ 364,500.00</b>		<b>\$ 201,300.00</b>	<b>\$ -</b>	<b>\$ 201,300.00</b>

**PLEASE MAKE CHECK PAYABLE TO:** Bluegrass Engineering, PLLC  
 Remit to: Bluegrass Engineering, PLLC  
 PO Box 1657  
 Georgetown, Kentucky 40324

ORIGINAL



**CEDA**  
COMMUNITY & ECONOMIC  
DEVELOPMENT ASSOCIATES, INC.

P.O. Box 855  
Richmond, KY 40476

Phone: 859-582-3684  
Email: kirbypr@gmail.com  
www.cedainc.net

## INVOICE

TO: Carter County Fiscal Court

DATE: 3/1/23

INVOICE #: 1

AMOUNT DUE: \$5,000.00

PROJECT: Carter Co. Fiscal Court- Rattlesnake Ridge W.D. Phase II Project

- \$5,000.00- Administration
- \$30,000.00- Contract Amount
- \$25,000.00- Contract Remaining

# Rubin & Hays

ATTORNEYS AT LAW

Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202-1410  
Telephone (502) 569-7525 Telefax (502) 569-7555 www.rubinhays.com

CHARLES S. MUSSON  
W. RANDALL JONES  
CHRISTIAN L. JUCKETT  
NICHOLAS J. LOCOCO

March 8, 2023

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

Re: Rattlesnake Ridge Water District Waterworks Revenue Bonds, Series 2023, in the principal amount of \$1,906,000.

Legal services rendered in connection with financing	\$13,128.75
Plus services rendered in connection with PSC Approval	<u>2,500.00</u>
Total Legal Fees	\$15,628.575
1/2 Total Legal Fee due at Pre-Closing	\$7,814.38
Plus out-of-pocket expenses as set forth on the attached <b>Exhibit A</b>	<u>1,002.14</u>
Total legal fees plus out-of-pocket expenses due at Pre-Closing	<b>\$8,816.52</b>

Approved by:

RD Representative

Chairman  
Rattlesnake Ridge Water District

**EXHIBIT A**

**Out-of-Pocket Expenses**

Re: Rattlesnake Ridge Water District Waterworks Revenue Bonds, Series 2023, in the principal amount of \$1,906,000.

Out-of-Pocket Expenses (subject to maximum of \$400)

Expense of trip for pre-closing, March 8, 2023	\$203.00
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Subtotal out-of-pocket expenses, excluding printing and publication costs	\$ 203.00
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**Printing and Publication Costs**

<i>THE COURIER-JOURNAL</i>	\$535.14
Xerox copies, PSC only, 1,450 at \$.08 per page	116.00
Xerox copies, other than PSC	<u>148.00</u>

Subtotal printing and publication costs	<u>799.14</u>
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<b>TOTAL ALLOWABLE OUT-OF-POCKET EXPENSES</b>	<b>\$1,002.14</b>
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**PROJECT OWNER: Rattlesnake Ridge Water District**  
**PROJECT NAME: Phase 12 Water Improvements**  
**LOCAL COUNSEL INVOICE**

(WHEN LOAN HAS BEEN PRECLOSED)

TOTAL PROJECT  
COST.....\$ 4,602,000.00

LESS OWNER CONTRIBUTION.....(\$ 0 )

TOTAL COST THAT IS FEE  
ASSESSABLE.....\$ 4,602,000.00

**A. BASIC LEGAL FEE**

FEE ASSESSABLE FALLS BETWEEN 1,000,000 & 5,000,000

THEREFORE APPROVED FEE IS (1) 4,250.00

+ 1/8 % OF AMOUNT IN EXCESS OF 1,000,000 . WHICH

IS 3,602,000 X .00125 = (2) 4,502.50

**1. TOTAL MAXIMUM ELIGIBLE FEE**  
**[ (1) + (2) ] \$ 8,752.50**

**B. ADDITIONAL LEGAL FEE (EASEMENTS)**

FEE ASSESSABLE FALLS BETWEEN 1 & 100

THEREFORE APPROVED FEE IS (1) 48.00

+ \$ 0 OF EASEMENT IN EXCESS OF 0 .

WHICH IS \$ \_\_\_\_\_ X \_\_\_\_\_ = (2) \_\_\_\_\_

**2. TOTAL MAXIMUM ELIGIBLE FEE**  
**[ (1) + (2) ] \$ 48.00**

50% OF LINE 1 = 4,376.25  
+  
70% OF LINE 2 = 33.60  
=  
TOTAL DUE (a) = 4,409.85

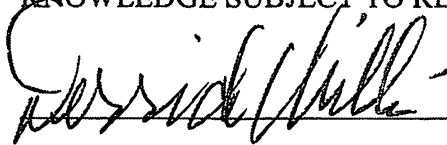
**INVOICE DUE AT CLOSING**

80% OF LINE 1 = 7,002.00  
+  
90% OF LINE 2 = 43.20  
=  
GROSS DUE (b) = 7,045.20  
  
LESS PAID (a) = 4,409.85  
  
NET DUE (c) = 2,635.35

**INVOICE DUE AT FINAL PROJECT CLOSEOUT**

100% OF LINE 1 = 8,752.50  
+  
100% OF LINE 2 = 48.00  
=  
GROSS DUE (d) = 8,800.50  
  
LESS PAID (a) + (c) = 7,045.20  
  
NET DUE (e) = 1,755.30

THE ABOVE INVOICE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE SUBJECT TO REVIEW.



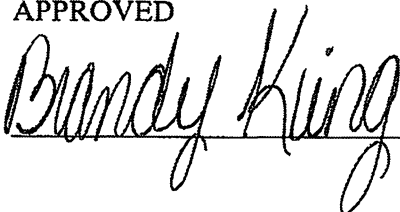
ATTORNEY AT LAW

APPROVED



CHAIRMAN OR MAYOR

APPROVED



USDA/RURAL DEVELOPMENT

**Certificate of Engineers  
Rattlesnake Ridge Water District  
Phase 12 Water System Improvements**

The undersigned hereby certifies as follows:

1. That they have been duly employed by RATTLESNAKE RIDGE WATER DISTRICT to perform the engineering work in connection with the water system construction project.

2. That per the approved, attached invoices the following named contractors and/or other persons are now entitled to the sum of: **\$ 1,150,412.00**

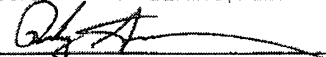
Payee	CDBG Grant Funds	RD Loan Funds	RD Grant Funds	Total
Ferguson Waterworks, Estimate No.1	\$ 450,000.00	\$ 654,850.00		\$ 1,104,850.00
Bluegrass Engineering, PLLC Invoice No. 2023-022		\$ 45,562.00		\$ 45,562.00
	\$ 450,000.00	\$ 700,412.00		\$ 1,150,412.00

Notes:

3. That upon said amount being loaned or advanced to and/or obtained by Rattlesnake Ridge Water District from the proceeds of the loans/grants and/or other sources, the undersigned approves such expenditure and the payment of said amount(s) to said contractors and/or other persons, either directly or from amounts deposited in the project construction account in Grayson, Kentucky.

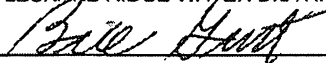
IN TESTIMONY WHEREOF, witness the signature of the undersigned Engineers this 11th day of April of 2023.

BLUEGRASS ENGINEERING, PLLC

By: 

Approved On: 4-11-23

RATTLESNAKE RIDGE WATER DISTRICT

By: 

Approved On: 4.11.23

RURAL DEVELOPMENT

By: 

**ACCEPTED BY PROJECT ADMINISTRATOR**

This review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents



PARTIAL PAY ESTIMATE	NO. 1
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<b>NAME</b> Phase 12 Water System Improvements	<b>PERIOD OF ESTIMATE</b> March 8, 2023 thru March 31, 2023
<b>CONTRACT NO.</b> 1	

<b>OWNER:</b> Rattlesnake Ridge Water District P.O. Box 475 Grayson, Kentucky 41143	<b>CONTRACTOR:</b> Ferguson Waterworks 1209 Industry Road Lexington, Kentucky 40505	<b>PROJECT NO.</b> 20002  <b>DATE</b> April 11, 2023
--	--	--

CHANGE ORDERS				ESTIMATE	
Agency Approval		Amount			
No.	Date	Additions	Deductions		
1			\$28,770.00	1. Original Contract	\$ 2,172,222.98
				2. Change Orders	\$ 28,770.00
				3. Revised Contract (1+2)	\$ 2,143,452.98
				4. Work Completed	
				5. Stored Materials	\$ 1,163,000.00
				6. Subtotal (4+5)	\$ 1,163,000.00
				7. Retainage (5%)	\$ 58,150.00
				8. Previous Payments	\$
				9. Amount Due (6-7-8)	\$ 1,104,850.00
TOTALS		-	28,770.00		
NET CHANGE			(28,770.00)		

CONTRACT TIME				
<b>STARTING DATE</b>	3-Apr-23	<b>TOTAL DAYS</b>		<b>REVISED</b>
<b>PROJECTED COMPLETION</b>	Sept 24, 2023	180		<b>COPY</b>

**CONTRACTOR'S CERTIFICATION:**  
 The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due.

**ENGINEERS CERTIFICATION:**  
 The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.

Contractor: Ferguson Waterworks  
 By: *Erin [Signature]*  
 Date: 4-11-23

Engineer: Bluegrass Engineering, PLLC  
 By: *[Signature]*  
 Date: 4-11-23

**APPROVED BY OWNER:**  
 Owner: Rattlesnake Ridge Water District  
 By: *Bill Gant*  
 Date: 4-11-23

**ACCEPTED BY AGENCY**  
 The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.  
 By: *Brandy King*  
 Title: Field Specialist  
 Date: 4-11-23

CONTRACTOR: Ferguson Waterworks  
 OWNER Rattlesnake Ridge Water District

ESTIMATE NO. 1  
 BEGINNING DATE March 8, 2023  
 ENDING DATE March 31, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total
1	Purchase/Installation of RR Meters in existing setters. New auto read software and transfer of info from field to new digital software	4,000	EA	\$424.11	\$1,696,440.00						
2	Additional 3/4" or 1" Service Line*	500	LF	\$57.54	\$28,770.00						
3	Replace Existing Setter in Existing Meter Box	20	EA	\$701.56	\$14,031.20						
4	Replace Existing Meter Box	20	EA	\$173.96	\$3,479.20						
5	Replace Existing Meter Box Lid	20	EA	\$81.14	\$1,622.80						
6	Master Meter Vault and Appurtenances	7	EA	\$48,237.66	\$337,663.62						
7	Master Meter and Control Vault and Appurtenance	1	EA	\$85,779.65	\$85,779.65						
8	Connection of Existing Meter to Existing RTU Controls at Existing Diamond Ridge BPS	1	EA	\$4,436.51	\$4,436.51						
	*Deleted with Change Order No.1										
<b>TOTAL AMOUNT:</b>					<b>\$ 2,172,222.98</b>			\$ -		\$ -	





EMAIL DUPLICATE INVOICE

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

Deliver To:  
 From: Evan Roberts  
 Comments:

Please Contact With Questions:  
 502-459-9974

Invoice Number	Customer	Page
0263490	13059	1

Please refer to Invoice Number when making payment and remit to:

TOTAL DUE --> 1224000.00

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

**Sold To:**

RATTLESNAKE RIDGE WATER DISTRI  
 5302 S ST HWY 7  
 2022 METER PROJECT  
 METER ACCOUNT

**Ship To:**

FERGUSON WATERWORKS  
 1209 INDUSTRY RD  
 RATTLESNAKE METER PROJECT  
 LEXINGTON, KY 40505-3813

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1494	1494	KYE	METERS	KFP	PHS 12 CONT. 1	03/03/2023	21630
Ordered	Shipped	Item Number	Description	Unit Price	UM	Amount	
4000	4000	MB12A11A150101A1	LF 5/8X3/4 USG PLAS MTR *ALLEGR	306.000	EA	1224000.00	
<b>Invoice Sub-Total</b>						<b>1224000.00</b>	
<b>Tax</b>						<b>0.00</b>	
<b>Total Amt</b>						<b>1224000.00</b>	

TOTAL DUE --> 1224000.00

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.



**INVOICE**

**CLIENT:**  
 Rattlesnake Ridge Water District  
 P.O. Box 475  
 Grayson, Kentucky 41143

**Invoice Date:** 04/05/23  
**Invoice No.** 2023-022  
**Proj. No.** 20002

**Job Description:** Phase 12 - Water System Improvements Project  
**Billing Period:** March 8, 2023 thru Mar. 31, 2023

	Total Fee	% Complete	Total Earned to Date	Amount Paid to Date	Amount Due to Date
<b>Preliminary Services</b>					
Preliminary Engineering Report	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
<b>Total Preliminary Services</b>	<b>\$ 5,000.00</b>	<b>0.00%</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ -</b>
<b>Design &amp; Construction Services</b>					
Engineering Design					
Design	\$ 168,800	100.00%	\$ 168,800.00	\$ 168,800.00	\$ -
Construction Administration	\$ 42,200	28.00%	\$ 13,082.00	\$ -	\$ 13,082.00
Inspection Services	\$ 116,000	28.00%	\$ 32,480.00	\$ -	\$ 32,480.00
<b>Total Design &amp; Construction Services</b>	<b>\$ 327,000.00</b>	<b>56.00%</b>	<b>\$ 214,362.00</b>	<b>\$ 168,800.00</b>	<b>\$ 45,562.00</b>
<b>Additional Services</b>					
Environmental	\$ 10,000	100.00%	\$ 10,000.00	\$ 10,000.00	\$ -
Easements	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
AIS Certifications	\$ 5,000	0.00%	\$ -	\$ -	\$ -
Rate Study	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
Amendment No. 1	\$ 7,500	100.00%	\$ 7,500.00	\$ 7,500.00	\$ -
<b>Total Additional Services</b>	<b>\$ 32,500</b>	<b>0.00%</b>	<b>\$ 27,500.00</b>	<b>\$ 27,500.00</b>	<b>\$ -</b>
<b>Total</b>	<b>\$ 364,500.00</b>		<b>\$ 246,862.00</b>	<b>\$ 201,300.00</b>	<b>\$ 45,562.00</b>

**PLEASE MAKE CHECK PAYABLE TO:** Bluegrass Engineering, PLLC

**Remit to:** Bluegrass Engineering, PLLC  
 PO Box 1657  
 Georgetown, Kentucky 40324

ORIGINAL

BE

**Certificate of Engineers  
Rattlesnake Ridge Water District  
Phase 12 Water System Improvements**

The undersigned hereby certifies as follows:

1. That they have been duly employed by RATTLESNAKE RIDGE WATER DISTRICT to perform the engineering work in connection with the water system construction project.

2. That per the approved, attached invoices the following named contractors and/or other persons are now entitled to the sum of: \$ 241,827.78

Payee	CDBG Grant Funds	RD Loan Funds	RD Grant Funds	Total
Ferguson Waterworks, Contract 1, Estimate No. 2	\$ 91,442.78			\$ 91,442.78
BP Pipeline, Contract 2, Estimate No. 1		\$ 141,759.00		\$ 141,759.00
Bluegrass Engineering, PLLC Invoice No. 2023-039		\$ 8,626.00		\$ 8,626.00
	\$ 91,442.78	\$ 150,385.00		\$ 241,827.78

Notes:

3. That upon said amount being loaned or advanced to and/or obtained by Rattlesnake Ridge Water District from the loans/grants and/or other sources, the undersigned approves such expenditure and the payment of said amount(s) to other persons, either directly or from amounts deposited in the project construction account in Grayson, Kentucky.

*may deduct*

IN TESTIMONY WHEREOF, witness the signature of the undersigned Engineers this 2nd day of May of 2023.

BLUEGRASS ENGINEERING, PLLC

By: *[Signature]*

Approved On: 5-2-23

RATTLESNAKE RIDGE WATER DISTRICT

By: *[Signature]*

Approved On: 5-2-23

RURAL DEVELOPMENT

By: *[Signature]*

**ACCEPTED BY PROJECT ADMINISTRATOR**

This review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents

PARTIAL PAY ESTIMATE

NO. 2

NAME Phase 12 Water System Improvements

PERIOD OF ESTIMATE

April 1, 2023 thru April 27, 2023

CONTRACT NO. 1

OWNER: Rattlesnake Ridge Water District P.O. Box 475 Grayson, Kentucky 41143

CONTRACTOR: Ferguson Waterworks 1209 Industry Road Lexington, Kentucky 40505

PROJECT NO. 20002

DATE May 2, 2023

CHANGE ORDERS

ESTIMATE

Table with columns: Agency Approval (No., Date), Amount (Additions, Deductions), and Totals/Net Change.

Table with columns: Description (1-9), Amount, and Total.

CONTRACT TIME

STARTING DATE PROJECTED COMPLETION

3-Apr-23 TOTAL DAYS 180

REVISED COPY

CONTRACTOR'S CERTIFICATION: The undersigned certifies that to the best of their knowledge...

ENGINEER'S CERTIFICATION: The undersigned certifies that the work has been carefully inspected and to the best of their knowledge...

Contractor: Ferguson Waterworks, Date: 5-2-2023

Engineer: Bluegrass Engineering, PLLC, Date: 5-2-23

APPROVED BY OWNER: Rattlesnake Ridge Water District, Date: 5-2-23

ACCEPTED BY ADMIN: Brandy King, Field Specialist, Date: 5-2-23

**CONTRACTOR:** Ferguson Waterworks

**OWNER:** Rattlesnake Ridge Water District

**ESTIMATE NO.**

2

**BEGINNING DATE**

April 1, 2023

**ENDING DATE**

April 27, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total
1	Purchase/Installation of RR Meters in existing setters New auto read software and transfer of info from field to new digital software	4,000	EA	\$424.11	\$1,696,440.00			723	\$ 306,631.53	723	\$ 306,631.53
2	Additional 3/4" or 1" Service Line*	500	LF	\$57.54	\$28,770.00						
3	Replace Existing Setter in Existing Meter Box	20	EA	\$701.56	\$14,031.20						
4	Replace Existing Meter Box	20	EA	\$173.96	\$3,479.20						
5	Replace Existing Meter Box Lid	20	EA	\$81.14	\$1,622.80						
6	Master Meter Vault and Appurtenances	7	EA	\$48,237.66	\$337,663.62						
7	Master Meter and Control Vault and Appurtenance	1	EA	\$85,779.65	\$85,779.65						
8	Connection of Existing Meter to Existing RTU Controls at Existing Diamond Ridge BPS	1	EA	\$4,436.51	\$4,436.51						
	*Deleted with Change Order No 1										
<b>TOTAL AMOUNT:</b>											
								\$ 306,631.53		\$ 306,631.53	





PARTIAL PAY ESTIMATE

NO. 1

NAME Phase 12 Water System Improvements

PERIOD OF ESTIMATE

April 1 2023 thru April 27 2023

CONTRACT NO. 2

OWNER: Rattlesnake Ridge Water District P.O. Box 475 Grayson, Kentucky 41143

CONTRACTOR: BP Pipeline, LLC 269 Pebbles Lane Quincy, Kentucky 41166

PROJECT NO. 20002

DATE May 1 2023

CHANGE ORDERS				ESTIMATE	
Agency Approval		Amount			
No	Date	Additions	Deductions		
1	3/8/23		\$ 239,925	1 Original Contract	\$ 2,016,525.00
				2 Change Orders	(\$ 239,925)
				3 Revised Contract (1+2)	\$ 1,776,600.00
				4 Work Completed	\$ 149,220.00
				5 Stored Materials	
				6 Subtotal (4+5)	\$ 149,220.00
				7 Retainage (5%)	\$ 7,461.00
				8 Previous Payments	
				9 Amount Due (6-7-8)	\$ 141,759.00
TOTAL:			239,925		
NET CHANGE:			\$239,925		

CONTRACT TIME

STARTING DATE	13 Mar 23	TOTAL DAYS	REVISED	COPY
PROJECTED COMPLETION	11 Sep 23	199		

BP Pipeline, LLC

*Yany DeLam*  
5-2-2023

Rattlesnake Ridge Water District

*Billy A Grant*

Bluegrass Engineering, PLLC

*Chris Lumbly*  
5-2-23

*Brandy King*  
Field Specialist  
5-2-23

CONTRACTOR: BP Pipeline, LLC  
 OWNER Rattlesnake Ridge Water District

ESTIMATE NO. 1  
 BEGINNING DATE April 1, 2023  
 ENDING DATE April 27, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				CHANGE ORDERS 1		PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
1	2" PVC Class 250 Water Main	2,800	LF	\$13.00	\$36,400.00	2,800	\$ 36,400.00			2355	\$ 30,615.00	2355	\$ 30,615.00
2	3" PVC Class 300 Water Main (labor only)	4,000	LF	\$12.00	\$48,000.00	4,000	\$ 48,000.00			3740	\$ 44,880.00	3740	\$ 44,880.00
3	3" PVC Class 250 Water Main	4,000	LF	\$16.00	\$64,000.00	0	\$ -						
4	3" PVC Class 200 Water Main	12,000	LF	\$14.00	\$168,000.00	7,100	\$ 99,400.00			3960	\$ 55,440.00	3960	\$ 55,440.00
5	4" HDPE DR9 Water Main	475	LF	\$22.00	\$10,450.00	0	\$ -						
6	2" Gate Valve and Box	1	EA	\$1,200.00	\$1,200.00	1	\$ 1,200.00			2	\$ 2,400.00	2	\$ 2,400.00
7	3" Gate Valve and Box	5	EA	\$2,000.00	\$10,000.00	3	\$ 6,000.00			3	\$ 6,000.00	3	\$ 6,000.00
8	Replace Existing single Settle Box Lid and 3/4" or 1" Service Line	50	EA	\$1,500.00	\$95,000.00	50	\$ 95,000.00						
9	Additional 3/4" or 1" Service Line	5,000	LF	\$9.00	\$45,000.00	5,000	\$ 45,000.00						
10	Blow Off Assembly	5	EA	\$3,500.00	\$17,500.00	3	\$ 10,500.00			1	\$ 3,500.00	1	\$ 3,500.00
11	8" HDPE DR11 Casing Pipe Concrete Cap OC	360	LF	\$70.00	\$25,200.00	0	\$ -						
12	Connect to Existing Water Main	5	EA	\$2,200.00	\$11,000.00	4	\$ 8,800.00			1	\$ 2,200.00	1	\$ 2,200.00
13	Driveway/Roadway Box w/PVC Casing	230	LF	\$45.00	\$10,350.00	30	\$ 1,350.00			93	\$ 4,185.00	93	\$ 4,185.00
14	New Meter Assembly	25	EA	\$2,100.00	\$52,500.00	16	\$ 33,600.00						
15	8" Steel Casing Casing Highway Bore and Jack	80	LF	\$150.00	\$12,000.00	60	\$ 7,800.00						
16	3" HDPE DR 9 Directional Dri	335	LF	\$90.00	\$30,150.00	136	\$ 12,180.00						
17	3/4" Air Release Valve	1	EA	\$3,500.00	\$3,500.00	1	\$ 3,600.00						
18	No. 4 Crushed Stone in Ditch	75	TN	\$65.00	\$4,875.00	0	\$ -						
19	Replace Existing Tandem Settle IPRV Box Lid and 3/4" or 1" Service Line	850	EA	\$2,100.00	\$1,385,000.00	660	\$ 1,385,000.00						
20	1" PRV and 3/4" PRV By Pass	2	EA	\$3,200.00	6,400.00	1	\$ 3,200.00						
<b>TOTAL AMOUNT:</b>					\$ 2,016,525.00		\$ 1,776,600.00			\$ 149,220.00		\$ 149,220.00	

CONTRACTOR: BP Pipeline, LLC  
 OWNER Rattlesnake Ridge Water District

ESTIMATE NO. 1  
 BEGINNING DATE April 1, 2023  
 ENDING DATE April 27, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				CHANGE ORDERS 1		PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
1	2" PVC Class 250 Water Main	2,800	LF	\$13.00	\$36,400.00	2,800	\$ 36,400.00			2355	\$ 30,615.00	2355	\$ 30,615.00
2	3" PVC Class 200 Water Main (labor only)	4,000	LF	\$12.00	\$48,000.00	4,000	\$ 48,000.00			3740	\$ 44,880.00	3740	\$ 44,880.00
3	3" PVC Class 250 Water Main	4,000	LF	\$16.00	\$64,000.00	0	\$ -						
4	3" PVC Class 200 Water Main	12,000	LF	\$14.00	\$168,000.00	7,100	\$ 99,400.00			3960	\$ 55,440.00	3960	\$ 55,440.00
5	4" HDPE DR9 Water Main	475	LF	\$22.00	\$10,450.00	0	\$ -						
6	2" Gate Valve and Box	1	EA	\$1,200.00	\$1,200.00	1	\$ 1,200.00			2	\$ 2,400.00	2	\$ 2,400.00
7	3" Gate Valve and Box	5	EA	\$2,000.00	\$10,000.00	3	\$ 6,000.00			3	\$ 6,000.00	3	\$ 6,000.00
8	Replace Existing single Setaer Box Lid and 3/4" or 1" Service Line	50	EA	\$1,900.00	\$95,000.00	60	\$ 95,000.00						
9	Additional 3/4" or 1" Service Line	5,000	LF	\$9.00	\$45,000.00	5,000	\$ 45,000.00						
10	Blow Off Assembly	5	EA	\$3,500.00	\$17,500.00	3	\$ 10,500.00			1	\$ 3,500.00	1	\$ 3,500.00
11	8" HDPE DR11 Casing Pipe Concrete Cap OC	360	LF	\$70.00	\$25,200.00	0	\$ -						
12	Connect to Existing Water Main	5	EA	\$2,200.00	\$11,000.00	4	\$ 8,800.00			1	\$ 2,200.00	1	\$ 2,200.00
13	Driveway/Roadway Box w/PH: Casing	230	LF	\$45.00	\$10,350.00	30	\$ 1,350.00			93	\$ 4,185.00	93	\$ 4,185.00
14	New Meter Assembly	25	EA	\$2,100.00	\$52,500.00	16	\$ 33,600.00						
15	8" Steel Casing Casing Highway Bore and Jack	80	LF	\$150.00	\$12,000.00	66	\$ 7,600.00						
16	3" HDPE DR 9 Directional Drill	335	LF	\$90.00	\$30,150.00	136	\$ 12,160.00						
17	3/4" Air Release Valve	1	EA	\$3,500.00	\$3,500.00	1	\$ 3,500.00						
18	No. 4 Crushed Stone in Ditches	75	TN	\$65.00	\$4,875.00	0	\$ -						
19	Replace Existing Tandem Setaer IPRV Box Lid and 3/4" or 1" Service Line	650	EA	\$2,100.00	\$1,365,000.00	660	\$ 1,365,000.00						
20	1" PRV and 3/4" PRV By Pass	2	EA	\$3,200.00	\$6,400.00	1	\$ 3,200.00						
<b>TOTAL AMOUNT:</b>					\$ 2,016,525.00		\$ 1,776,600.00			\$ 149,220.00		\$ 149,220.00	



**INVOICE**

**CLIENT:**  
 Rattlesnake Ridge Water District  
 P.O. Box 475  
 Grayson, Kentucky 41143

**Invoice Date:** 05/02/23  
**Invoice No.** 2023-039  
**Proj. No.** 20002

**Job Description:** Phase 12 - Water System Improvements Project  
**Billing Period:** April 1, 2023 thru April 27, 2023

	Total Fee	% Complete	Total Earned to Date	Amount Paid to Date	Amount Due to Date
<b>Preliminary Services</b>					
Preliminary Engineering Report	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
<b>Total Preliminary Services</b>	<b>\$ 5,000.00</b>	<b>0.00%</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ -</b>
<b>Design &amp; Construction Services</b>					
Engineering Design					
Design	\$ 168,800	100.00%	\$ 168,800.00	\$ 168,800.00	\$ -
Construction Administration	\$ 42,200	34.00%	\$ 14,348.00	\$ 13,082.00	\$ 1,266.00
Inspection Services	\$ 116,000	34.00%	\$ 39,440.00	\$ 32,480.00	\$ 6,960.00
<b>Total Design &amp; Construction Services</b>	<b>\$ 327,000.00</b>	<b>56.00%</b>	<b>\$ 222,588.00</b>	<b>\$ 214,362.00</b>	<b>\$ 8,226.00</b>
<b>Additional Services</b>					
Environmental	\$ 10,000	100.00%	\$ 10,000.00	\$ 10,000.00	\$ -
Easements	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
AIS Certifications	\$ 5,000	8.00%	\$ 400.00	\$ -	\$ 400.00
Rate Study	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
Amendment No 1	\$ 7,500	100.00%	\$ 7,500.00	\$ 7,500.00	\$ -
<b>Total Additional Services</b>	<b>\$ 32,500</b>	<b>0.00%</b>	<b>\$ 27,900.00</b>	<b>\$ 27,500.00</b>	<b>\$ 400.00</b>
<b>Total</b>	<b>\$ 364,500.00</b>		<b>\$ 255,488.00</b>	<b>\$ 246,862.00</b>	<b>\$ 8,626.00</b>

**PLEASE MAKE CHECK PAYABLE TO:** Bluegrass Engineering, PLLC

**Remit to:** Bluegrass Engineering, PLLC  
 PO Box 1657  
 Georgetown, Kentucky 40324

ORIGINAL

BE

**Certificate of Engineers  
Rattlesnake Ridge Water District  
Phase 12 Water System Improvements**

The undersigned hereby certifies as follows:

1. That they have been duly employed by RATTLESNAKE RIDGE WATER DISTRICT to perform the engineering work in connection with the water system construction project.

2. That per the approved, attached invoices the following named contractors and/or other persons are now entitled to the sum of: \$ 274,674.88

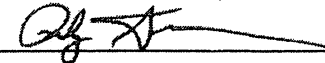
Payee	CDBG Grant Funds	RD Loan Funds	RD Grant Funds	Total
Ferguson Waterworks, Contract 1, Estimate No.3	\$ 184,359.88			\$ 184,359.88
BP Pipeline, Contract 2, Estimate No. 2		\$ 67,591.00		\$ 67,591.00
Bluegrass Engineering, PLLC Invoice No. 2023-052		\$ 12,724.00		\$ 12,724.00
CEDA, Inc. Invoice No. 2	\$ 10,000.00			\$ 10,000.00
	\$ 194,359.88	\$ 80,315.00		\$ 274,674.88

Notes:

3. That upon said amount being loaned or advanced to and/or obtained by Rattlesnake Ridge Water District from the proceeds of the loans/grants and/or other sources, the undersigned approves such expenditure and the payment of said amount(s) to said contractors and/or other persons, either directly or from amounts deposited in the project construction account in Grayson, Kentucky.

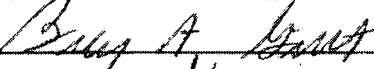
IN TESTIMONY WHEREOF, witness the signature of the undersigned Engineers this 6th day of June of 2023.

BLUEGRASS ENGINEERING, PLLC

By: 

Approved On: 6-6-23

RATTLESNAKE RIDGE WATER DISTRICT

By: 

Approved On: 6-6-23

RURAL DEVELOPMENT

By: 

**ACCEPTED BY PROJECT ADMINISTRATOR**

This review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents



**CEDA**  
COMMUNITY & ECONOMIC  
DEVELOPMENT ASSOCIATES, INC.

P.O. Box 855  
Richmond, KY 40476

Phone: 859-582-3684  
Email: kirbypr@gmail.com  
www.cedainc.net

**INVOICE**

TO: Carter County Fiscal Court

DATE: 5/1/23

INVOICE #: 2

AMOUNT DUE: \$10,000.00

PROJECT: **Carter Co. Fiscal Court- Rattlesnake Ridge W.D. Phase II Project**

- \$10,000.00- Administration
- \$35,000.00- Contract Amount
- \$25,000.00- Contract Remaining

BE



**INVOICE**

**CLIENT:**  
Rattlesnake Ridge Water District  
P.O. Box 475  
Grayson, Kentucky 41143

**Invoice Date:** 06/06/23  
**Invoice No.** 2023-052  
**Proj. No.** 20002

**Job Description:** Phase 12 - Water System Improvements Project  
**Billing Period:** April 28, 2023 thru May 31, 2023

	Total Fee	% Complete	Total Earned to Date	Amount Paid to Date	Amount Due to Date
<b>Preliminary Services</b>					
Preliminary Engineering Report	\$ 5,000.00	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
<b>Total Preliminary Services</b>	<b>\$ 5,000.00</b>	<b>0.00%</b>	<b>\$ 5,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ -</b>
<b>Design &amp; Construction Services</b>					
Engineering Design					
Design	\$ 168,800	100.00%	\$ 168,800.00	\$ 168,800.00	\$ -
Construction Administration	\$ 42,200	41.00%	\$ 17,302.00	\$ 14,348.00	\$ 2,954.00
Inspection Services	\$ 116,000	41.00%	\$ 47,560.00	\$ 39,440.00	\$ 8,120.00
<b>Total Design &amp; Construction Services</b>	<b>\$ 327,000.00</b>	<b>71.00%</b>	<b>\$ 233,662.00</b>	<b>\$ 222,588.00</b>	<b>\$ 11,074.00</b>
<b>Additional Services</b>					
Environmental	\$ 10,000	100.00%	\$ 10,000.00	\$ 10,000.00	\$ -
Easements	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
AIS Certifications	\$ 5,000	41.00%	\$ 2,050.00	\$ 400.00	\$ 1,650.00
Rate Study	\$ 5,000	100.00%	\$ 5,000.00	\$ 5,000.00	\$ -
Amendment No. 1	\$ 7,500	100.00%	\$ 7,500.00	\$ 7,500.00	\$ -
<b>Total Additional Services</b>	<b>\$ 32,500</b>	<b>91.00%</b>	<b>\$ 29,550.00</b>	<b>\$ 27,900.00</b>	<b>\$ 1,650.00</b>
<b>Total</b>	<b>\$ 364,500.00</b>		<b>\$ 268,212.00</b>	<b>\$ 255,488.00</b>	<b>\$ 12,724.00</b>

**PLEASE MAKE CHECK PAYABLE TO:** Bluegrass Engineering, PLLC

**Remit to:** Bluegrass Engineering, PLLC  
PO Box 1657  
Georgetown, Kentucky 40324

ORIGINAL



**PARTIAL PAY ESTIMATE**

**NO. 2**

<b>NAME</b> Phase 12 Water System Improvements	<b>PERIOD OF ESTIMATE</b> April 28, 2023 thru May 31, 2023
<b>CONTRACT NO.</b> 2	

<b>OWNER:</b> Rattlesnake Ridge Water District P.O. Box 475 Grayson, Kentucky 41143	<b>CONTRACTOR:</b> BP Pipeline, LLC 269 Pebbles Lane Quincy, Kentucky 41166	<b>PROJECT NO.</b> 20002  <b>DATE</b> June 6, 2023
--	--	--

CHANGE ORDERS				ESTIMATE	
Agency Approval		Amount			
No.	Date	Additions	Deductions		
1	3/8/23		\$ 239,925	1. Original Contract	\$ 2,016,525.00
				2. Change Orders	(\$239,925)
				3. Revised Contract (1+2)	\$ 1,776,600.00
				4. Work Completed	\$ 220,368.00
				5. Stored Materials	
				6. Subtotal (4+5)	\$ 220,368.00
				7. Retainage (5%)	\$ 11,018.00
				8. Previous Payments	\$ 141,759.00
<b>TOTALS</b>			239,925	9. Amount Due (6-7-8)	\$ 67,591.00
<b>NET CHANGE</b>			\$239,925		

CONTRACT TIME				
<b>STARTING DATE</b>	18-Mar-23	<b>TOTAL DAYS</b>		<b>REVISID</b>
<b>PROJECTED COMPLETION</b>	11-Sep-23	180		<b>COPY</b>

<p><b>CONTRACTOR'S CERTIFICATION</b>          The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner, and that current payment shown herein is now due.</p>	<p><b>ENGINEER'S CERTIFICATION</b>          The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents.</p>
<p>Contractor <u>BP Pipeline, LLC</u></p> <p>By <u>Tony Dahn</u></p> <p>Date <u>6-6-23</u></p>	<p>Resident Inspector <u>Ch. Lowrey</u></p> <p>Engineer <u>Bluegrass Engineering, PLLC</u></p> <p>By <u>Gary Stum</u></p> <p>Date <u>6-6-23</u></p>
<p><b>APPROVED BY OWNER</b></p> <p>Owner <u>Rattlesnake Ridge Water District</u></p> <p>By <u>Bruce A. Hain</u></p> <p>Date <u>6-6-23</u></p>	<p><b>ACCEPTED BY AGENCY</b>          The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.</p> <p>By <u>Brandy King</u></p> <p>Title <u>USDA RD. Field Specialist</u></p> <p>Date <u>6-6-23</u></p>

CONTRACTOR: BP Pipeline, LLC  
 OWNER: Rattlesnake Ridge Water District

ESTIMATE NO. 2  
 BEGINNING DATE April 28, 2023  
 ENDING DATE May 31, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				CHANGE ORDERS 1		PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total	Qty	Total
1	2" PVC Class 250 Water Main	2,800	LF	\$13.00	\$36,400.00	2,800	\$ 36,400.00	2,355	\$ 30,615.00	344	\$ 4,472.00	2699	\$ 35,087.00
2	3" PVC Class 200 Water Main (labor only)	4,000	LF	\$12.00	\$48,000.00	4,000	\$ 48,000.00	3,740	\$ 44,880.00	260	\$ 3,120.00	4000	\$ 48,000.00
3	3" PVC Class 250 Water Main	4,000	LF	\$16.00	\$64,000.00	0	\$ -						
4	3" PVC Class 200 Water Main	12,000	LF	\$14.00	\$168,000.00	7,100	\$ 99,400.00	3,960	\$ 55,440.00	2364	\$ 33,096.00	6324	\$ 88,536.00
5	4" HDPE DR9 Water Main	475	LF	\$22.00	\$10,450.00	0							
6	2" Gate Valve and Box	1	EA	\$1,200.00	\$1,200.00	1	\$ 1,200.00	2	\$ 2,400.00			2	\$ 2,400.00
7	3" Gate Valve and Box	5	EA	\$2,000.00	\$10,000.00	3	\$ 6,000.00	3	\$ 6,000.00			3	\$ 6,000.00
8	Replace Existing single Setter, Box, Lid, and 3/4" or 1" Service Line	50	EA	\$1,900.00	\$95,000.00	50	\$ 95,000.00						
9	Additional 3/4" or 1" Service Line	5,000	LF	\$9.00	\$45,000.00	5,000	\$ 45,000.00						
10	Blow Off Assembly	5	EA	\$3,500.00	\$17,500.00	3	\$ 10,500.00	1	\$ 3,500.00	1	\$ 3,500.00	2	\$ 7,000.00
11	8" HDPE DR11 Casing Pipe Concrete Cap - OC	360	LF	\$70.00	\$25,200.00	0							
12	Connect to Existing Water Main	5	EA	\$2,200.00	\$11,000.00	4	\$ 8,800.00	1	\$ 2,200.00			1	\$ 2,200.00
13	Driveway/Roadway Bore w/PVC Casing	230	LF	\$45.00	\$10,350.00	30	\$ 1,350.00	93	\$ 4,185.00			93	\$ 4,185.00
14	New Meter Assembly	25	EA	\$2,100.00	\$52,500.00	16	\$ 33,600.00			3	\$ 6,300.00	3	\$ 6,300.00
15	8" Steel Casing Casing Highway Bore and Jack	80	LF	\$150.00	\$12,000.00	50	\$ 7,500.00						
16	3" HDPE DR 9 Directional Drill	335	LF	\$90.00	\$30,150.00	135	\$ 12,150.00			194	\$ 17,460.00	194	\$ 17,460.00
17	3/4" Air Release Valve	1	EA	\$3,500.00	\$3,500.00	1	\$ 3,500.00						
18	No 4 Crushed Stone in Ditchline	75	TN	\$65.00	\$4,875.00	0							
19	Replace Existing Tandem Setter IPRV Box Lid and 3/4" or 1" Service Line	650	EA	\$2,100.00	\$1,365,000.00	650	\$ 1,365,000.00						
20	1" PRV and 3/4" PRV By-Pass	2	EA	\$3,200.00	6,400.00	1	\$ 3,200.00			1	\$ 3,200.00	1	\$ 3,200.00
<b>TOTAL AMOUNT:</b>					\$ 2,016,525.00		\$ 1,776,600.00		\$ 149,220.00		\$ 71,148.00		\$ 220,368.00

**PARTIAL PAY ESTIMATE**

**NO. 3**

<b>NAME</b> Phase 12 Water System Improvements	<b>PERIOD OF ESTIMATE</b> April 28, 2023 thru May 31, 2023  <b>CONTRACT NO.</b> 1
--	--

<b>OWNER:</b> Rattlesnake Ridge Water District P.O. Box 475 Grayson, Kentucky 41143	<b>CONTRACTOR:</b> Ferguson Waterworks 1209 Industry Road Lexington, Kentucky 40505	<b>PROJECT NO.</b> 20002  <b>DATE</b> June 6, 2023
--	--	--

CHANGE ORDERS				ESTIMATE	
Agency Approval		Amount			
No.	Date	Additions	Deductions		
1	3/8/23		\$28,770.00	1. Original Contract	\$ 2,172,222.98
				2. Change Orders	\$ (28,770.00)
				3. Revised Contract (1+2)	\$ 2,143,452.98
				4. Work Completed	\$ 918,430.66
				5. Stored Materials	\$ 534,888.00
				6. Subtotal (4+5)	\$ 1,453,318.66
				7. Retainage (5%)	\$ 72,666.00
				8. Previous Payments	\$ 1,196,292.78
TOTALS			28,770.00	9. Amount Due (6-7-8)	\$ 184,359.88
NET CHANGE			(28,770.00)		

CONTRACT TIME				
<b>STARTING DATE</b>	3-Apr-23	<b>TOTAL DAYS</b>		<b>REVIS</b>
<b>PROJECTED COMPLETION</b>	Sept 24, 2023	180		<b>COPY</b>

<p><b>CONTRACTOR'S CERTIFICATION</b>          The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates were issued and payments received from the owner and that current payment shown herein is now due</p> <p>Contractor <u>Ferguson Waterworks</u>          By <u>[Signature]</u>          Date <u>6/6/23</u></p> <p>APPROVED BY OWNER          Owner <u>Rattlesnake Ridge Water District</u>          By <u>[Signature]</u>          Date <u>6-6-23</u></p>	<p><b>ENGINEER'S CERTIFICATION</b>          The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents</p> <p>Resident Inspector <u>[Signature]</u>          Engineer <u>Bluegrass Engineering, PLLC</u>          By <u>[Signature]</u>          Date <u>6-6-23</u></p> <p>ACCEPTED BY AGENCY          The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents</p> <p>By <u>[Signature]</u>          Title <u>Field Specialist</u>          Date <u>6-6-23</u></p>
---	---



		<b>CONTRACTOR:</b> Ferguson Waterworks				<b>Estimate No.</b> 3			
		<b>Owner:</b> Rattlesnake Ridge Water District				<b>For Period Beginning:</b> 4/28/2023			
		<b>Contract:</b> 1				<b>And Ending:</b> 5/31/2023			
<b>Item No.</b>	<b>Item Description</b>	<b>Total Estimated Bid Quantity</b>	<b>Unit</b>	<b>Unit Cost of Materials</b>	<b>Stored Materials on Hand</b>	<b>Total Invoiced For Stored Materials</b>	<b>Quantity Installed to Date</b>	<b>Stored Materials Remaining</b>	<b>Amount Due this Estimate</b>
1	5/8" x 3/4" Radio Head Meter	4,000	EA	\$ 306.00	4,000	4,000	2,160	1,840	5563,040.00
								Sub Total	\$ 563,040.00
									\$
								(less 5%)	\$ 28,152.00
								<b>Total Amount Stored Materials</b>	<b>\$ 534,888.00</b>



EMAIL DUPLICATE INVOICE

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

Deliver To:  
 From: Evan Roberts  
 Comments:

Please Contact With Questions:  
 502-459-9974

Invoice Number	Customer	Page
0263490	13059	1

Please refer to Invoice Number when making payment and remit to: **TOTAL DUE ---> 1224000.00**

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

**Sold To:**  
 RATTLESNAKE RIDGE WATER DISTRI  
 5302 S ST HWY 7  
 2022 METER PROJECT  
 METER ACCOUNT

**Ship To:**  
 FERGUSON WATERWORKS  
 1209 INDUSTRY RD  
 RATTLESNAKE METER PROJECT  
 LEXINGTON, KY 40505-3813

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1494	1494	KYE	METERS	KFP	PHS 12 CONT. 1	03/03/2023	21630
Ordered	Shipped	Item Number	Description		Unit Price	UM	Amount
4000	4000	MB12A11A150101A1	LF 5/8X3/4 USG PLAS MTR *ALLEGR		306.000	EA	1224000.00
<b>Invoice Sub-Total</b>							<b>1224000.00</b>
<b>Tax</b>							<b>0.00</b>
<b>Total Amt</b>							<b>1224000.00</b>

**TOTAL DUE ---> 1224000.00**

ALL ACCOUNTS ARE DUE AND PAYABLE PER THE CONDITIONS AND TERMS OF THE ORIGINAL INVOICE. ALL PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE AT THE MAXIMUM RATE ALLOWED BY STATE LAW PLUS COSTS OF COLLECTION INCLUDING ATTORNEY FEES IF INCURRED. FREIGHT TERMS ARE FOR OUR DOCK UNLESS OTHERWISE SPECIFIED ABOVE. COMPLETE TERMS AND CONDITIONS ARE AVAILABLE UPON REQUEST OR CAN BE VIEWED ON THE WEB AT <https://www.ferguson.com/content/website-info/terms-of-sale>  
 GOVT BUYERS: ALL ITEMS QUOTED ARE OPEN MARKET UNLESS NOTED OTHERWISE.

LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.  
 COVID-19 ORDER: ANY REFERENCE TO OR INCORPORATION OF EXECUTIVE ORDER 14042 AND/OR THE EO-IMPLEMENTING FEDERAL CLAUSES (FAR 52.223-99 AND/OR DFARS 252.223-7999) IS EXPRESSLY REJECTED BY SELLER AND SHALL NOT APPLY AS SELLER IS A MATERIALS SUPPLIER AND THEREFORE EXEMPT UNDER THE EXECUTIVE ORDER.

**PARTIAL PAY ESTIMATE**

**NO. 3**

**NAME** Phase 12 Water System Improvements

**PERIOD OF ESTIMATE**

April 28, 2023 thru May 31, 2023

**CONTRACT NO.** 1

**OWNER:**  
Rattlesnake Ridge Water District  
P.O. Box 475  
Grayson, Kentucky 41143

**CONTRACTOR:**  
Ferguson Waterworks  
1209 Industry Road  
Lexington, Kentucky 40505

**PROJECT NO.** 20002  
**DATE** June 6, 2023

**CHANGE ORDERS**

**ESTIMATE**

Agency Approval		Amount	
No.	Date	Additions	Deductions
1	3/8/23		\$28,770.00
<b>TOTALS</b>		-	28,770.00
<b>NET CHANGE</b>			(28,770.00)

1. Original Contract	\$ 2,172,222.98
2. Change Orders	\$ (28,770.00)
3. Revised Contract (1+2)	\$ 2,143,452.98
4. Work Completed	\$ 918,430.66
5. Stored Materials	\$ 534,888.00
6. Subtotal (4+5)	\$ 1,453,318.66
7. Retainage (5%)	\$ 72,666.00
8. Previous Payments	\$ 1,196,292.78
9. Amount Due (6-7-8)	\$ 184,359.88

**CONTRACT TIME**

**STARTING DATE**

3-Apr-23

**TOTAL DAYS**

**REVISED**

**COPY**

**PROJECTED COMPLETION**

Sept. 24, 2023

180

**CONTRACTOR'S CERTIFICATION**

The undersigned Contractor certifies that to the best of their knowledge, information and belief the work covered by this payment estimate has been completed in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous payment estimates was issued and payments received from the owner, and that current payment shown herein is now due

**ENGINEERS CERTIFICATION**

The undersigned certifies that the work has been carefully inspected and to the best of their knowledge and belief, the quantities shown in this estimate are correct and the work has been performed in accordance with the contract documents

Contractor Ferguson Waterworks  
By [Signature]  
Date 6/6/23

Resident Inspector [Signature]  
Engineer Bluegrass Engineering, PLLC  
By [Signature]  
Date 6-6-23

**APPROVED BY OWNER**

Owner Rattlesnake Ridge Water District  
By [Signature]  
Date 6-6-23

**ACCEPTED BY AGENCY**

The review and acceptance of this estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents.  
By [Signature]  
Title Field Specialist  
Date 10-10-23

**CONTRACTOR:** Ferguson Waterworks  
**OWNER:** Rattlesnake Ridge Water District

**ESTIMATE NO.** 3  
**BEGINNING DATE** April 28, 2023  
**ENDING DATE** May 31, 2023

NO.	DESCRIPTION	ORIGINAL CONTRACT				PREVIOUS ESTIMATE		CURRENT ESTIMATE		COMPLETE TO DATE	
		Qty	Unit	Unit Cost	Total	Qty	Total	Qty	Total	Qty	Total
1	Purchase/Installation of RR Meters in existing setters. New auto read software and transfer of info from field to new digital software	4,000	EA	\$424.11	\$1,696,440.00	723	\$ 306,631.53	1437	\$ 609,446.07	2160	\$ 916,077.60
2	Additional 3/4" or 1" Service Line*	500	LF	\$57.54	\$28,770.00						
3	Replace Existing Setter in Existing Meter Box	20	EA	\$701.56	\$14,031.20						
4	Replace Existing Meter Box	20	EA	\$173.96	\$3,479.20						
5	Replace Existing Meter Box Lid	20	EA	\$81.14	\$1,622.80			29	\$ 2,353.06	29	\$ 2,353.06
6	Master Meter Vault and Appurtenances	7	EA	\$48,237.66	\$337,663.62						
7	Master Meter and Control Vault and Appurtenance	1	EA	\$85,779.65	\$85,779.65						
8	Connection of Existing Meter to Existing RTU Controls at Existing Diamond Ridge BPS	1	EA	\$4,436.51	\$4,436.51						
	*Deleted with Change Order No.1										
<b>TOTAL AMOUNT:</b>					<b>\$ 2,172,222.98</b>	<b>\$ 306,631.53</b>	<b>\$ 611,799.13</b>	<b>\$ 918,430.66</b>			



<b>CONTRACTOR:</b> Ferguson Waterworks	<b>Estimate No.:</b> 3
<b>Owner:</b> Rattlesnake Ridge Water District	<b>For Period Beginning:</b> 4/28/2023
<b>Contract:</b> 1	<b>And Ending:</b> 5/31/2023

<b>Item No.</b>	<b>Item Description</b>	<b>Total Estimated Bid Quantity</b>	<b>Unit</b>	<b>Unit Cost of Materials</b>	<b>Stored Materials on Hand</b>	<b>Total Invoiced For Stored Materials</b>	<b>Quantity Installed to Date</b>	<b>Stored Materials Remaining</b>	<b>Amount Due this Estimate</b>
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									\$ -
								<b>(less 5%)</b>	\$ 28,152.00
								<b>Total Amount Stored Materials</b>	\$ 534,888.00



EMAIL DUPLICATE INVOICE

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

<b>Deliver To:</b> <b>From:</b> Evan Roberts <b>Comments:</b>
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Please Contact With Questions:  
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Invoice Number	Customer	Page
0263490	13059	1

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TOTAL DUE --> 1224000.00

FERGUSON WATERWORKS #1491  
 PO BOX 644054  
 PITTSBURGH, PA 15264-4054

**Sold To:**

RATTLESNAKE RIDGE WATER DISTRI  
 5302 S ST HWY 7  
 2022 METER PROJECT  
 METER ACCOUNT

**Ship To:**

FERGUSON WATERWORKS  
 1209 INDUSTRY RD  
 RATTLESNAKE METER PROJECT  
 LEXINGTON, KY 40505-3813

Ship Whse	Sell Whse	Tax Code	Customer Order Number	Sales Person	Job Name	Invoice Date	Batch
1494	1494	KYE	METERS	KFP	PHS 12 CONT. 1	03/03/2023	21630
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<b>Invoice Sub-Total</b>						<b>1224000.00</b>	
<b>Tax</b>						<b>0.00</b>	
<b>Total Amt</b>						<b>1224000.00</b>	

<b>TOTAL DUE --&gt;</b>	<b>1224000.00</b>
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**EXHIBIT C**

**Community Development Block Grant monies**

**Certificate of Engineers  
Rattlesnake Ridge Water District  
Phase 12 Water System Improvements**

The undersigned hereby certifies as follows:

1. That they have been duly employed by RATTLESNAKE RIDGE WATER DISTRICT to perform the engineering work in connection with the water system construction project.

2. That per the approved, attached invoices the following named contractors and/or other persons are now entitled to the sum of: \$ 1,150,412.00

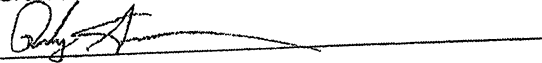
Payee	CDBG Grant Funds	RD Loan Funds	RD Grant Funds	Total
Ferguson Waterworks, Estimate No.1	\$ 450,000.00	\$ 654,850.00		\$ 1,104,850.00
Bluegrass Engineering, PLLC Invoice No. 2023-022		\$ 45,562.00		\$ 45,562.00
	\$ 450,000.00	\$ 700,412.00		\$ 1,150,412.00

Notes:

3. That upon said amount being loaned or advanced to and/or obtained by Rattlesnake Ridge Water District from the proceeds of the loans/grants and/or other sources, the undersigned approves such expenditure and the payment of said amount(s) to said contractors and/or other persons, either directly or from amounts deposited in the project construction account in Grayson, Kentucky.


IN TESTIMONY WHEREOF, witness the signature of the undersigned Engineers this 11th day of April of 2023.

BLUEGRASS ENGINEERING, PLLC

By: 

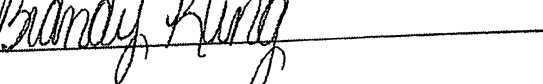
Approved On: 4-11-23

RATTLESNAKE RIDGE WATER DISTRICT

By: 

Approved On: 4.11.23

RURAL DEVELOPMENT

By: 

**ACCEPTED BY PROJECT ADMINISTRATOR**

This review and acceptance of the estimate does not attest to the correctness of the quantities shown or that the work has been performed in accordance with the contract documents

CARTER CO FISCAL COURT  
(GENESIS KY RECOVERY CENTER)  
300 W MAIN ST STE 200  
GRAYSON KY 41164

73-346/421

5/9/23

PAY  
TO THE  
ORDER OF

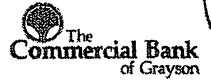
Ferguson Waterworks

\$ 450,000.<sup>00</sup>/<sub>100</sub>

Four hundred fifty thousand

<sup>00</sup>/<sub>100</sub>

DOLLARS



Maileia Fugit  
Beth Justice

FOR \_\_\_\_\_

⑆042⑆03460⑆

073156⑈

## **EXHIBIT D**

- 1. Interim Financing Resolution**
- 2. Loan Agreement and Note between RRWD and Rural Water Financing Agency**

## INTERIM FINANCING RESOLUTION

### **RESOLUTION OF THE RATTLESNAKE RIDGE WATER DISTRICT APPROVING AND AUTHORIZING A LOAN AGREEMENT WITH THE RURAL WATER FINANCING AGENCY.**

WHEREAS, the Board of Commissioners ("Governing Authority") of the Rattlesnake Ridge Water District ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Governmental Agency's Waterworks System (the "Project"); and

WHEREAS, the Governmental Agency desires the Rural Water Financing Agency (the "Agency") to act as its agency and instrumentality for the purpose of providing monies to construct the Project and has made an application to the Agency therefore; and

WHEREAS, in order to obtain such monies, the Governmental Agency is required to enter into a Loan Agreement with the Agency;

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

SECTION 1. That the Governing Authority hereby requests to the Agency to act as its agency and instrumentality in obtaining interim financing and hereby approves and authorizes (i) the Loan Agreement and Note in the principal amount not to exceed \$1,906,000 between the Governmental Agency and the Agency substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the Project; and (ii) any modifications, extensions or substitutions for the Loan Agreement and Note in the event needed to refinance the obligations incurred by the Governmental Agency thereunder.

SECTION 2. That any officer of the Governmental Agency be and hereby is authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such financing.

SECTION 3. That this resolution shall take effect at the earliest time provided by law.

Adopted on January 3, 2023.

Rattlesnake Ridge Water District

By   
Chairman

Attest:

By   
Secretary

**CERTIFICATE**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Rattlesnake Ridge Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Authority of said District at a meeting duly held on January 3, 2023; that said official action appears as a matter of public record in the official records or Journal of the Governing Authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this January 3, 2023.

  
Secretary



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**LOAN AGREEMENT AND NOTE**

**By and Between**

**RURAL WATER FINANCING AGENCY**

**and**

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

**dated March 8, 2023**

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Section 6.10	No Liability of Agency's and Borrower's Officers .....

Signatures .....

Exhibit A	Terms and Provisions
Exhibit B	Requisition for Funds Form
Exhibit C	Opinion of Counsel to Borrower
Exhibit D	RD Commitment Letter

## **LOAN AGREEMENT AND NOTE**

This Loan Agreement and Note made and entered into as of March 8, 2023 (the "Loan Agreement") by and between the Rural Water Financing Agency, an interlocal agency of the Commonwealth of Kentucky (the "Agency") and the Rattlesnake Ridge Water District (the "Borrower"), a public body of the Commonwealth of Kentucky:

### **WITNESSETH**

WHEREAS, the Agency has established its Public Projects Construction Financing Program (the "Program") to offer interim financing to public agencies for construction of public projects for the purpose of providing loans at reduced interest costs; and

WHEREAS, the Agency has issued a series of its Public Projects Construction Notes (the "Notes") as defined in the attached Exhibit A - Terms and Provisions (the "Term Sheet") pursuant to a Trust Indenture dated as of November 9, 2021, as supplemented by Supplemental Trust Indenture as defined in the Term Sheet (collectively, the "Indenture") between the Agency and Regions Bank, trustee (the "Trustee"), to finance the Program and to make Loans to public agencies, such as the Borrower, for construction of their projects; and

WHEREAS, the Borrower has obtained a commitment for Permanent Financing for its Project as hereinafter defined, from the United States Department of Agriculture, acting through Rural Development ("RD"); and

WHEREAS, the Borrower has determined that it is necessary and desirable to acquire, construct, and finance the Project, and the Agency has determined that the Borrower is a public agency as defined in the Act (hereinafter defined) and the Project is a project qualifying for financial assistance from the Agency through the Program; and

WHEREAS, pursuant to this Loan Agreement, the Borrower will proceed with the construction of the Project; and

WHEREAS, pursuant to this Loan Agreement, the Borrower pledges to the Agency all right, title and interest in and to monies to be received pursuant to the Permanent Financing (hereinafter defined), which monies will be assigned by the Agency to the Trustee to pay principal of and interest on the Notes and the associated costs of the Program; and

WHEREAS, the Agency is willing to cooperate with the Borrower in making available the Loan to be applied to the construction of the Project upon the conditions hereinafter enumerated and the covenants by the Borrower herein contained; and

WHEREAS, the Agency and the Borrower have determined to enter into this Loan Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the construction and financing of the Project and the repayment of the Loan;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

**ARTICLE I**  
**DEFINITIONS**

**Section 1.1. Definitions.** Except as set forth below, all of the capitalized terms utilized in this Loan Agreement will have the same definitions and meaning as ascribed to them in the Indenture. Terms defined in the Indenture and applicable to all borrowers under the Program shall when used in this Loan Agreement relate solely to the Borrower, who is a party hereto, unless otherwise expressly stated.

"*Act*" means Section 65.210 through 65.300 of the Kentucky Revised Statutes, as amended.

"*Agency*" means the Rural Water Financing Agency, an interlocal agency created and established under the Act.

"*Agency Notes*" means the series of the Agency's Public Projects Construction Notes described in the Term Sheet.

"*Authorized Officer*" means with respect to the Issuer, its Chairperson, Vice-Chairperson, President, any Vice-President, Treasurer, Secretary or Assistant Secretary, and any other of its members, officers, agents, or employees duly authorized by resolution of the Issuer to perform the act or sign the document in question; with respect to any Borrower, the officers designated as such by the Borrower to act on its behalf with respect to the Borrower Documents as evidenced by a written certificate furnished to the Trustee.

"*Borrower's Account*" means the separate account within the Program Fund under the Indenture, established for the Borrower's Loan.

"*Business Day*" means any day other than (a) a Saturday, a Sunday or legal holiday, or (b) a day on which banking institutions in any city in which the payment office of the Trustee or any Paying Agency is located are required or authorized by law to remain closed.

"*Code*" means the Internal Revenue Code of 1986, as amended, and shall include the Regulations of the United States Department of the Treasury promulgated thereunder.

"*Commitment Letter*" means the RD Commitment Letter evidencing the approval by RD of Permanent Financing for the Project.

"*Commonwealth*" means the Commonwealth of Kentucky.

"*Costs*" or "*Project Costs*" means the costs of the Project as approved by RD, including interest during the construction of the Project.

"*Engineers*" means the firm of consulting engineers employed by the Borrower in connection with the Project, as identified in the Term Sheet.

"*Governing Body*" means the legislative body which serves as the governing authority of the Borrower under the laws of State at any given time.

"*Immediate Notice*" means notice given by telecopy, telegraph or other electronic means, promptly confirming in writing in accordance with the requirements of this Loan Agreement.

"*Indenture*" means the Trust Indenture dated as of November 9, 2021, between the Agency and the Trustee, as supplemented and further amended from time to time.

"*Interest Rate*" means the Interest Rate set forth and described in the Term Sheet.

"*Investment Earnings*" means interest earned on amounts on deposit in the Borrower's Account.

"*Loan*" means the loan effected pursuant to this Loan Agreement.

"*Loan Agreement*" means this Loan Agreement and Note made and entered into by and between the Borrower and the Agency, providing for a Loan to the Borrower by the Agency, and for the repayment thereof to the Agency by the Borrower.

"*Loan Amount*" means the principal amount of the Loan as set forth and described in the Term Sheet.

"*Loan Payment Date*" means any payment date as set forth in the Term Sheet relating to the Loan, including the date of the final payment of principal and interest made on the Loan.

"*Loan Payments*" means all payments required to be made to the Agency by the Borrower under this Loan Agreement.

"*Maturity Date*" means the maturity date set forth and described in the Term Sheet.

"*Permanent Financing*" means bonds, notes or obligations issued by the Borrower and delivered to RD as purchaser.

"*Permanent Financing Documents*" means loan documents or any instruments, proceedings or other documentation authorizing the issuance of or securing the payment of the Permanent Financing, as described in Section 2.3 hereof.

"*Person*" means any individual, firm, partnership, association, corporation, limited liability company, public agency or governmental entity.

**"Prepayment Date"** means any day on or after the Prepayment Date set forth and described in the Term Sheet.

**"Project"** means the Project set forth and described in the Term Sheet.

**"Public Agency"** means any "public agency" as defined in the Act.

**"RD"** means the United States Department of Agriculture - Rural Development, or its successors or assigns.

**"Requisition for Funds"** means the form attached hereto as Exhibit B to be utilized by the Borrower in obtaining disbursements of the Loan from the Trustee.

**"State"** means the state set forth and described in the Term Sheet and in which the Borrower or its System is located.

**"System"** means the utility system owned and operated by the Borrower of which the Project shall become a part.

**"Term Sheet"** means the Terms and Provisions Sheet set forth in Exhibit A attached hereto.

**"Trustee"** means Regions Bank, an Alabama corporation, and its successor or successors, and any other corporation acting at any time as Trustee under the Indenture.



## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**Section 2.1. Representations and Warranties of Agency.** The Agency represents and warrants for the benefit of the Borrower as follows:

(a) The Agency is an interlocal agency established and created under the Act, has all necessary power and authority to enter into, and perform its obligations under, this Loan Agreement, and has duly authorized the execution and delivery of this Loan Agreement.

(b) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Agency is now a party or by which the Agency is bound, or constitutes a default under any of the foregoing.

(c) To the knowledge of the Agency, there is no litigation or proceeding pending or threatened against the Agency or any other person affecting the right of the Agency to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Agency, nor compliance by the Agency with its obligations under this Loan Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(d) The authorization, execution and delivery of this Loan Agreement and all actions of the Agency with respect thereto, are in compliance with the Act and any regulations issued thereunder.

**Section 2.2. Representations and Warranties of Borrower.** The Borrower hereby represents and warrants for the benefit of the Agency as follows:

(a) The Borrower is a duly organized and validly existing Public Agency with full power to own its properties, conduct its affairs, enter into this Loan Agreement and consummate the transactions contemplated hereby.

(b) The negotiation, execution and delivery of this Loan Agreement and the consummation of the transactions contemplated hereby have all been duly authorized by requisite action of the Governing Body of the Borrower.

(c) This Loan Agreement and the Loan Note has been duly executed and delivered by the Borrower and are valid and binding obligations of the Borrower enforceable in accordance with their 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.

(d) There is no litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Borrower or its Governing Body to make payments under this Loan Agreement or to construct the Project, or to challenge in any manner the authority of the Borrower or its Governing Body to take any of the actions that have been taken in the authorization or delivery of this Loan Agreement or the construction of the Project, or in any way contesting or affecting the validity of this Loan Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Borrower of this Loan Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Borrower, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Loan Agreement.

(e) The authorization and delivery of this Loan Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, nor an event that, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Borrower or its Governing Body.

(f) The Borrower shall deliver to the Agency a true, accurate and complete copy of the resolution or ordinance of the Governing Body of the Borrower approving and authorizing the execution and delivery of this Loan Agreement. Such resolution or ordinance was duly enacted or adopted at a meeting of the Governing Body of the Borrower at which a quorum was present and acting throughout; such resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and the meeting at which the resolution or ordinance was duly enacted or adopted was held in full compliance with the statutory laws under which the Borrower operates.

(g) The Borrower has or is able to obtain the licenses, permits and other governmental approvals required to own, occupy, operate and maintain the Project, and to enter into this Loan Agreement; is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project; and has full right, power and authority to perform the acts and things as provided for in this Loan Agreement.

**Section 2.3. Representations, Warranties and Covenants Concerning Permanent Financing.** The Borrower represents, warrants and covenants as follows:

(a) The Borrower has (i) received all approvals of RD required in connection with the construction of the Project, and (ii) received a commitment for Permanent Financing of its Project with presently obligated funds.

The Borrower acknowledges and agrees that, in making this Loan, the Agency has relied upon the receipt of the Permanent Financing commitment from RD.

(b) The Borrower is not in breach of or in default under any of the provisions of the loan documents or any instruments, proceedings or other documentation authorizing the issuance of or securing the payment of the Permanent Financing (the "Permanent Financing Documents").

(c) The execution and delivery of the Permanent Financing Documents and the compliance with the provisions thereof, do not and will not in any material respect conflict with or constitute on the part of the Borrower a breach of or default under any contract, agreement, instrument, indenture or proceedings or any law, regulation, court order or consent decree to which the Borrower is now subject.

(d) The Permanent Financing Documents have been or shall be duly authorized, executed and delivered by the Borrower and will be valid and binding obligations of the Borrower.

(e) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body known to be pending or threatened against the Borrower in any way contesting or affecting any authority for the issuance of or the validity of the Permanent Financing or the Permanent Financing Documents or in any way adversely affecting the transactions contemplated thereby.

(f) The Borrower will comply in all respects with the terms and provisions of the Permanent Financing Documents.

(g) The Borrower will promptly remit, in accordance with the provisions of this Loan Agreement and the Permanent Financing Documents, each disbursement from its Borrower's Account to the person or persons to whom payment is then due and owing.

(h) The Borrower will not unilaterally terminate, or enter into any agreement to terminate, any of the Permanent Financing Documents and will give to the Agency and the Trustee prompt written notice, appropriately documented, of any material amendment to or modification of any of the Permanent Financing Documents.

## ARTICLE III

### AGENCY'S AGREEMENT TO MAKE LOAN; TERMS

**Section 3.1. Determination of Eligibility.** The Agency has determined that the Borrower's Project is a project eligible for Program financing.

**Section 3.2. Loan Amount; Loan Payments and Prepayments; Disbursement of Funds.** The principal amount of the Loan shall be the Loan Amount. The Loan Amount shall be paid in full on or before the Maturity Date.

The Loan Amount, plus accrued interest, may be prepaid on the Prepayment Date upon no less than 15 days prior written notice to the Agency and the Trustee. The amount of the prepayment shall be subject to such prepayment terms as are set forth and described in the Term Sheet.

The Loan shall bear interest from the closing date of the Loan at the Interest Rate and shall accrue on the outstanding principal amount of the Loan. Interest on the Loan shall be payable on each Loan Payment Date. The principal of and unpaid interest on the Loan shall be payable on the Maturity Date or upon earlier prepayment. The Loan shall be evidenced by the execution by the Borrower of this Loan Agreement and delivery and assignment by the Agency thereof to the Trustee.

The Borrower hereby acknowledges itself indebted to and promises to pay to the order of the Agency the Loan Amount on or before the Maturity Date, with interest thereon payable on each Loan Payment Date accruing at the Interest Rate.

The proceeds of the Loan shall be deposited in a Borrower's Account established for the Borrower with the Trustee. The Agency shall cause the Trustee to disburse amounts for Project Costs from such Borrower's Account upon the submission by the Borrower of a Requisition for Funds in substantially the same form as Exhibit B hereto. Upon receipt of a properly submitted Requisition for Funds by no later than 12:00 pm prevailing Eastern Time on Tuesday of any week, the Trustee shall disburse the amounts so requested on the following Thursday. The Agency does not make any warranty, either express or implied, that the moneys that will be paid into the Borrower's Account, under the provisions of this Loan Agreement, will be sufficient to pay all of the cost of the Project.

Payment of principal of the Loan shall be made at the designated trust office of the Trustee on the Maturity Date, or upon the earlier Prepayment Date. In addition to the payment of principal of and interest on the Loan, the Borrower shall pay to the Agency all of the expenses and fees, including any share of investment earnings required to be rebated to the United States of America pursuant to the Code, arising from the making of the Loan by the Agency to the Borrower. The Borrower shall receive a credit against its payment of principal hereunder in an amount equal to (i) amounts remaining in its Borrower's Account on the date the Loan is paid in full and (ii) Investment Earnings, if any.

**Section 3.4. Covenant Regarding Permanent Financing.** The Borrower does hereby separately covenant that if for any reason RD fails to provide the Permanent Financing by accepting delivery thereof on or before the Maturity Date, the Borrower shall continue to pay interest on the Loan at the rate set forth in Section 3.2 from amounts in its Borrower's Account or its own funds, as determined by the Agency, and if RD has not purchased the Permanent Financing by the Maturity Date, the Borrower shall pay the Loan in full on such date. Such payment shall be effected from the proceeds of other temporary or Permanent Financing or other borrowing of whatever nature or from any other legally available funds of the Borrower.

The Borrower will give to the Agency and the Trustee prompt written notice, appropriately documented, of any modification, suspension, termination, annulment or other change in status of the RD commitment for Permanent Financing. In such event, the Agency shall provide express written instructions to the Trustee specifically detailing to the Trustee the manner in which the duties of the Trustee under the Indenture will change as a result of such modification, suspension, annulment or other change.

**Section 3.5. Conversion to RD Multiple Advance Loan.** This Loan Agreement may be assigned to RD in the event that the Agency Notes are required to be called for redemption, as described in the Indenture. In such event, the Agency or its designee will notify the Borrower that this Loan Agreement will be assigned to RD, and the effective date of such assignment, which notification shall be not less than 14 days prior to the assignment date. On or before such assignment date, RD will cause the full amount of the Borrower's Loan Payment (as of such assignment date) to be wired to the Borrower's construction fund, and the Borrower agrees that it will immediately wire such funds to the Trustee, as directed by the Agency. On such assignment date, and without further action of the Borrower, the Agency or RD, the Agency shall be deemed to have assigned to RD, and RD shall be deemed to have assumed, the Agency's rights under this Loan Agreement. Thereafter, the Loan Agreement shall bear interest at the then-applicable RD multiple-advance rate in effect for the Borrower.

## ARTICLE IV

### ASSIGNMENT AND GENERAL COVENANTS OF BORROWER

**Section 4.1. Repayment of Loan.** The Borrower hereby agrees to pay the principal of, prepayment charges, if any, and interest on the Loan, as and when due. The obligations of the Borrower to repay the Loan and to perform and observe the other agreements contained herein shall be absolute and unconditional and shall not be subject to any defense or any right of setoff, counterclaim or recoupment arising out of any breach by the Agency or the Trustee of any obligation to the Borrower, whether hereunder or otherwise, or as a result of the failure of the Borrower to complete the acquisition, construction, improving and equipping of the Project, the failure of RD to provide Permanent Financing, the occurrence of any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the Project, the taking by eminent domain of title to or temporary use of any or all of the Project, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the Commonwealth or any political subdivision of either thereof or any failure of the Agency or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Loan Agreement.

**Section 4.2. Security for Repayment of Loan.** (a) The Loan shall be repaid from, and repayment of the Loan shall be secured by the proceeds of the Permanent Financing. In the event that Permanent Financing is not available on the Maturity Date or the Prepayment Date, as the case may be, or insufficient to repay the Loan in full, this Loan shall be payable from and be secured by a pledge of the revenues of the System, subject to the pledge thereof in favor of any prior lien bonds. *[Security may also include other revenues, including a pledge of taxes depending upon the Borrower's state law.]*

(b) The Borrower does hereby irrevocably assign and pledge to the Agency and its successors or assigns, for the benefit of the owners of its Agency Notes, all right, title and interest of the Borrower in and to the proceeds of the Permanent Financing and all monies to be received from RD, as applicable, pursuant to RD's expressed intention to provide Permanent Financing for the Project. The Borrower acknowledges and agrees that the Agency pursuant to the Indenture has assigned and pledged to the Trustee for the benefit and security of the owners of the Notes all of its rights under the provisions of this Loan Agreement. Accordingly, this Loan Agreement shall not be terminated, modified or changed by the Agency or the Borrower except with the prior consent of the Trustee in the manner and subject to the conditions permitted by the terms and provisions of the Indenture.

**Section 4.3. Further Assurance.** At any time and all times the Borrower shall, so far as it maybe authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and

singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Borrower may hereafter become bound to pledge or assign.

**Section 4.4. Completion of Project.** The Borrower hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs and specifications prepared by the Engineers for the Borrower so that the Permanent Financing can be delivered on or prior to the Maturity Date.

**Section 4.5. Tax Covenant.** The Borrower shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure such exclusion and shall take such actions as may be directed by the Agency in order to accomplish the foregoing. The Borrower shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business, (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business, (iii) any management agreement for the operation of the Project any system of which it is a part, or (iv) any federal guarantee of its obligations hereunder without the prior written consent of the Agency.

The Borrower covenants and agrees, from time to time, to pay any and all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code and any temporary, proposed or actual Treasury Regulations, as may be applicable to the Loan. This covenant shall survive payment in full of the Loan but shall terminate upon notification by the Agency to the Borrower that no rebate is due and owing.

**Section 4.6. Accounts and Reports.** The Borrower shall at all times keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Project, which shall at all reasonable times be subject to the inspection of the Agency.

**Section 4.7. General.** The Borrower 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 Borrower under the provisions of any agreements regarding the Permanent Financing and this Loan Agreement in accordance with the terms of such provisions.

**Section 4.8. Designation of Authorized Officers.** The Borrower shall provide the Agency and the Trustee with a written certificate of its Authorized Officers who are designated to act on behalf of the Borrower for purposes of this Loan Agreement and for the Requisition for Funds.

## ARTICLE V

### EVENTS OF DEFAULT AND REMEDIES

**Section 5.1. Events of Default Defined.** The following will be "Events of Default" under this Loan Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(a) Failure by the Borrower to pay any Loan Payments at the times specified herein.

(b) Failure by the Borrower 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 Borrower by the Agency unless the Agency 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 Agency will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Borrower within the applicable period and diligently pursued until such failure is corrected.

(c) The dissolution or liquidation of the Borrower, or the voluntary initiation by the Borrower of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Borrower of any such proceeding that will remain undismissed for sixty (60) days, or the entry by the Borrower into an agreement of composition with creditors or the failure generally by the Borrower to pay its debts as they become due.

**Section 5.2. Remedies on Default.** Whenever any Event of Default referred to in Section 6.1 has occurred and is continuing, the Agency may, without any further demand or notice, take one or any combination of the following remedial steps:

(a) Declare all payments due hereunder, as set forth in the Schedule of Payments, to be immediately due and payable.

(b) Exercise all the rights and remedies of the Agency provided by law or equity.

(c) Take whatever action at law or in equity appear necessary or desirable to enforce its rights under this Loan Agreement.



**Section 5.3. Appointment of Receiver.** Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Agency under this Loan Agreement, the Agency shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Agency may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

**Section 5.4. No Remedy Exclusive.** No remedy herein conferred upon or reserved to the Agency 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 5.5. Consent to Powers of Agency Under this Loan Agreement.** The Borrower hereby acknowledges to the Agency its understanding of the provisions of this Loan Agreement, vesting in the Agency certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Borrower hereby covenants and agrees that if the Agency should in the future have recourse to said rights and powers, the Borrower shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Agency in the due and prompt implementation of this Loan Agreement.

**Section 5.6. Non-Waivers by Agency.** No failure by the Agency or by any assignee to insist upon the strict performance of any term hereof or to exercise any right, power or remedy consequent upon a breach thereof, and no acceptance of any payment hereunder, in full or in part, during the continuance of such breach, shall constitute waiver of such breach or of such term. No waiver of any breach shall affect or alter this Loan Agreement or constitute a waiver of a then existing or subsequent breach.

**Section 5.7. Agreement to Pay Attorneys' Fees and Expenses.** In the event that either party hereto is in default under any of the provisions hereof and the nondefaulting 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 nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party.

## ARTICLE VI

### MISCELLANEOUS PROVISIONS

**Section 6.1. Approval not to be Unreasonably Withheld.** Any approval of the Agency required by this Loan Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30<sup>th</sup>) day following the submission of any matter requiring approval to the Agency, unless disapproved in writing prior to such thirtieth (30<sup>th</sup>) day. Any provision of this Loan Agreement requiring the approval of the Agency or the satisfaction or the evidence of satisfaction of the Agency shall be interpreted as requiring action by an Authorized Officer of the Agency granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

**Section 6.2. Effective Date.** This Loan Agreement shall become effective as of the date first set forth herein above and shall continue to full force and effect until the date the obligations of the Borrower pursuant to the provisions of this Loan Agreement have been fully satisfied.

**Section 6.3. Binding Effect.** This Loan Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal Agency, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Loan Agreement shall not be revocable by either of the parties, nor assignable by either parties without the written consent of the other party.

**Section 6.4. Severability.** In the event that any provision of this Loan Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

**Section 6.5. Execution in Counterparts.** This Loan Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

**Section 6.6. Applicable Law.** This Loan Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

**Section 6.7. Captions.** The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

**Section 6.8. Notices.** Any notices required hereunder shall be delivered in the manner and to the addresses set forth in the Indenture; provided that the Borrower's address shall be that listed on the Term Sheet.

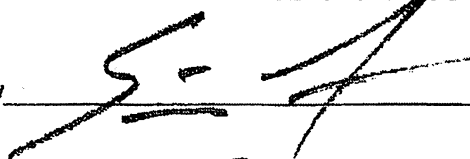
**Section 6.9. Discharge of Borrower's Obligations under the Loan Agreement.** If, prior to the Loan Payment Date, the Borrower (a) deposits sufficient funds with the Trustee to pay the principal of and interest due hereunder to such Loan Payment Date; and (b) informs the Agency and the Trustee of its intention to prepay its obligations hereunder on such Loan Payment Date; and if the Borrower shall also pay or cause to be paid all other sums payable hereunder by the Borrower with respect to this Loan Agreement, or make adequate provision therefor, then and in that case the indebtedness evidenced by this Loan Agreement shall be discharged and satisfied and all covenants, agreements and obligations of the Borrower hereunder shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

**Section 6.10. No Liability of Agency's and Borrower's Officers.** No recourse under or upon any obligation, covenant or agreement contained in this Agreement shall be had against any incorporator, member, director or officer, as such, past, present or future, of the Corporation or the Borrower, either directly or through the Agency or the Borrower. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such incorporator, member, director or officer is hereby expressly waived and released by the Borrower and the Agency against the other's incorporators, members, directors or officers as a condition of and consideration for the execution of this Loan Agreement.

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

RURAL WATER FINANCING AGENCY

By



Title

Sec - Treas

RATTLESNAKE RIDGE WATER DISTRICT  
Borrower

By



Chairman

**EXHIBIT A**  
**TERMS AND PROVISIONS**

**EXHIBIT A**

**\$1,906,000**  
**Rural Water Financing Agency**  
*Loan to: Rattlesnake Ridge Water District, KY*

**Loan Terms**

Note Series	2023A
Borrower Series	2023A-3
Supplemental Indenture Number	2023A
State in which the Borrower or its System is located	KY
Supplemental Indenture Date	03/21/23
Loan Dated Date	03/21/23
Prepayment Date	After 11/1/23 at par
Loan Maturity Date	03/01/25
Loan Amount (Principal)	1,906,000.00
Interest Rate	5.30%
Loan Payment Dates	20th of each month
Project Account Deposit	1,709,576.04
Loan Interest Account Deposit	196,423.96
Project Description	Replace 4000 existing meters, replace 750 service lines and install 23,000 LF of new water main

**Construction & Interest Schedule**

Date	Project Draws	Project Account Balance (1)	Interest Draws	Interest Balance (1)
03/21/2023		1,709,576.04	-	196,423.96
04/20/2023	(214,526.37)	1,495,049.67	(11,224.22)	185,199.74
04/25/2023	(700,412.00)	794,637.67	-	185,199.74
05/03/2023	(150,385.00)	644,252.67	-	185,199.74
05/20/2023		644,252.67	(8,418.17)	176,781.57
06/09/2023	(80,315.00)	563,937.67	-	176,781.57
06/20/2023		563,937.67	(8,418.17)	168,363.40
07/20/2023		563,937.67	(8,418.17)	159,945.23
08/20/2023		563,937.67	(8,418.17)	151,527.06
09/20/2023		563,937.67	(8,418.17)	143,108.89
10/20/2023		563,937.67	(8,418.17)	134,690.72
11/20/2023		563,937.67	(8,418.17)	126,272.55
12/20/2023		563,937.67	(8,418.17)	117,854.38
01/20/2024		563,937.67	(8,418.17)	109,436.21
02/20/2024		563,937.67	(8,418.17)	101,018.04
03/20/2024		563,937.67	(8,418.17)	92,599.87
04/20/2024		563,937.67	(8,418.17)	84,181.70
05/20/2024		563,937.67	(8,418.17)	75,763.53
06/20/2024		563,937.67	(8,418.17)	67,345.36
07/20/2024		563,937.67	(8,418.17)	58,927.19
08/20/2024		563,937.67	(8,418.17)	50,509.02
09/20/2024		563,937.67	(8,418.17)	42,090.85
10/20/2024		563,937.67	(8,418.17)	33,672.68
11/20/2024		563,937.67	(8,418.17)	25,254.51
12/20/2024		563,937.67	(8,418.17)	16,836.34
01/20/2025		563,937.67	(8,418.17)	8,418.17
02/20/2025		563,937.67	(8,418.17)	0.00
03/01/2025		563,937.67	-	0.00
<b>Total</b>	<b>(1,145,638.37)</b>		<b>(196,423.96)</b>	

**Payoff Schedule**

Date	Loan Balance	Less (Project Account Balance)	Less (Interest Account Balance)	Less: Interest Earnings on Project & Interest Accounts	Total Payoff
	-	-	-	-	-

EXHIBIT A (continued)

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*Contact Information:*

**Borrower**

Contact Name: David Gifford  
Address: 5302 KY-7, Grayson, KY 41143  
Phone: 606-474-7570  
Email: [gifforddavid@vahoo.com](mailto:gifforddavid@vahoo.com)

**Engineer**

Firm: Bluegrass Engineering  
Contact Name: Riley Sumner  
Phone: 859-684-7480  
Email: [rsumner@bluegrassengineering.net](mailto:rsumner@bluegrassengineering.net)

**Borrower Counsel**

Firm: Rubin & Hays  
Contact Name: Randy Jones  
Address: 450 South 3rd Street, Louisville, KY 40202  
Phone: 502-569-7534  
Email: [wjones@rubinhays.com](mailto:wjones@rubinhays.com)

**EXHIBIT B**

**REQUEST FOR PAYMENT WITH RESPECT TO  
RURAL WATER FINANCING AGENCY  
(PUBLIC PROJECTS CONSTRUCTION FINANCING PROGRAM)**

Request No. \_\_\_\_\_

Dated \_\_\_\_\_

To: Regions Bank  
Corporate Trust Administration  
150 Fourth Avenue North, Suite 1500  
Nashville, Tennessee 37219  
Fax Number: (615) 770-4350  
Email: \_\_\_\_\_

From: \_\_\_\_\_ ("Borrower")

Contact Person: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Ladies and Gentlemen:

The above identified Borrower has entered into a Loan Agreement with the Rural Water Financing Agency (the "Agency") for the acquisition and construction of facilities described in the Loan Agreement as the "Project."

Pursuant to the Loan Agreement, we hereby certify that we have incurred the following expenses in connection with the Project and that the Agency's funding share of these expenses is in the amount so denoted in this request totaling \$ \_\_\_\_\_ and as detailed and set forth in the Schedule attached hereto.

Respectfully submitted,

\_\_\_\_\_  
Borrower

By \_\_\_\_\_

Title \_\_\_\_\_



**Certificate of Consulting Engineers as to  
Payment Request No. \_\_\_\_\_**

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Borrower submitting this request and that all expenses represented in this request were duly incurred for the Construction of the "Project," and that such expenses have not been the subject of any request for disbursement previously submitted.

**Engineer/Consultant**

Firm Name \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

**APPROVED:**

**USDA, Rural Development**

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT C**

**OPINION OF COUNSEL**

[Letterhead of Counsel to Borrower]

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Rural Water Financing Agency  
Bowling Green, Kentucky

Regions Bank  
Nashville, Tennessee

Loan Agreement by and between Rural Water Financing Agency  
and \_\_\_\_\_ dated as of \_\_\_\_\_

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the State of \_\_\_\_\_ (the "State") and is legal counsel to \_\_\_\_\_ (the "Borrower"). I am familiar with the organization and existence of the Borrower and the laws of the State applicable thereto. Additionally I am familiar with the project (the "Project") with respect to which the Loan Agreement (the "Loan Agreement") by and between the Rural Water Financing Agency ("Agency") and the Borrower is being authorized, executed and delivered.

I have reviewed the form of Loan Agreement of the Borrower, the resolution of the Borrower authorizing the execution and delivery of said Loan Agreement and the plans, designs and specifications prepared by the Engineers for the Borrower with respect to the Project.

Based upon my review I am of the opinion that:

(1) The Borrower is a duly organized and existing political subdivision or body politic of the State validly existing under the Constitution and statutes of the State.

(2) The Loan Agreement has been duly executed and delivered by the Borrower and is a valid and binding obligation of the Borrower enforceable in accordance with their 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 Borrower has all necessary power and authority to enter into, perform and consummate all transactions contemplated by the Loan Agreement, and 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 Loan Agreement and the performance by the Borrower 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 Borrower, or any of its properties or assets. The Borrower has obtained or is able to obtain such authorization, consent, permit, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery or performance by the Borrower of the Loan Agreement.

(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 Borrower, (ii) the right or title of the members and officers of the Borrower to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Loan Agreement or the application of any monies or security therefor, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Borrower to perform its obligations under the Loan Agreement.

(6) None of the proceedings taken by the Borrower for the authorization, execution or delivery of the Loan Agreement has been repealed, rescinded, or revoked.

(7) All proceedings and actions of the Borrower with respect to which the Loan Agreement is to be delivered were taken at meetings properly convened and held in substantial compliance with the applicable provisions of the laws of the State.

Very truly yours,

**EXHIBIT D**

**RD COMMITMENT LETTER**