

SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

For Small Utilities Pursuant to 807 KAR 5:076
(Alternative Rate Filing)

East Clark County Water District

(Name of Utility)

118 Hopkins Street

(Business Mailing Address - Number and Street, or P.O. Box)

Winchester, KY 40391

(Business Mailing Address - City, State, and Zip)

859-745-1458

(Telephone Number)

BASIC INFORMATION

NAME, TITLE, ADDRESS, TELEPHONE NUMBER and E-MAIL ADDRESS of the person to whom correspondence or communications concerning this application should be directed:

William Ballard, Manager

(Name)

118 Hopkins Street

(Address - Number and Street or P.O. Box)

Winchester, KY 40391

(Address - City, State, Zip)

859-745-1458

(Telephone Number)

wdballard@bellsouth.net

(Email Address)

(For each statement below, the Applicant should check either "YES", "NO", or "NOT APPLICABLE" (N/A))

- | | YES | NO | N/A |
|---|-------------------------------------|-------------------------------------|-----|
| 1. a. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Applicant operates two or more divisions that provide different types of utility service. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue from the division for which a rate adjustment is sought. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. a. Applicant has filed an annual report with the Public Service Commission for the past year. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Applicant has filed an annual report with the Public Service Commission for the two previous years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 3. Applicant's records are kept separate from other commonly-owned enterprises. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

YES NO N/A

4. a. Applicant is a corporation that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
- b. Applicant is a limited liability company that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
- c. Applicant is a limited partnership that is organized under the laws of the state of _____, is authorized to operate in, and is in good standing in the state of Kentucky.
- d. Applicant is a sole proprietorship or partnership.
- e. Applicant is a water district organized pursuant to KRS Chapter 74.
- f. Applicant is a water association organized pursuant to KRS Chapter 273.
5. a. A paper copy of this application has been mailed to Office of Rate Intervention, Office of Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204.
- b. An electronic copy of this application has been electronically mailed to Office of Rate Intervention, Office of Attorney General at rateintervention@ag.ky.gov.
6. a. Applicant has 20 or fewer customers and has mailed written notice of the proposed rate adjustment to each of its customers no later than the date this application was filed with the Public Service Commission. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
- b. Applicant has more than 20 customers and has included written notice of the proposed rate adjustment with customer bills that were mailed by the date on which the application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
- c. Applicant has more than 20 customers and has made arrangements to publish notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in its service area, the first publication having been made by the date on which this Application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**
7. Applicant requires a rate adjustment for the reasons set forth in the attachment entitled "Reasons for Application." **(Attach completed "Reasons for Application" Attachment.)**

YES NO N/A

8. Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**
9. Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31, 2020.
10. Applicant has reason to believe that some of the revenue and expense items set forth in its most recent annual report have or will change and proposes to adjust the test period amount of these items to reflect these changes. A statement of the test period amount, expected changes, and reasons for each expected change is set forth in the attachment "Statement of Adjusted Operations." **(Attach a completed copy of appropriate "Statement of Adjusted Operations" Attachment and any invoices, letters, contracts, receipts or other documents that support the expected change in costs.)**
11. Based upon test period operations, and considering any known and measurable adjustments, Applicant requires additional revenues of \$ 108,515 and total revenues from service rates of \$ 1,581,517. The manner in which these amounts were calculated is set forth in "Revenue Requirement Calculation" Attachment. **(Attach a completed "Revenue Requirement Calculation" Attachment.)**
12. As of the **date of the filing of this application**, Applicant had 2,563 +/- customers.
13. A billing analysis of Applicant's current and proposed rates is attached to this application. **(Attach a completed "Billing Analysis" Attachment.)**
14. Applicant's depreciation schedule of utility plant in service is attached. **(Attach a schedule that shows per account group: the asset's original cost, accumulated depreciation balance as of the end of the test period, the useful lives assigned to each asset and resulting depreciation expense.)**
15. a. Applicant has outstanding evidences of indebtedness, such as mortgage agreements, promissory notes, or bonds.
- b. Applicant has attached to this application a copy of each outstanding evidence of indebtedness (e.g., mortgage agreement, promissory note, bond resolution).
- c. Applicant has attached an amortization schedule for each outstanding evidence of indebtedness.

YES NO N/A

16. a. Applicant is not required to file state and federal tax returns.
- b. Applicant is required to file state and federal tax returns.
- c. Applicant's most recent state and federal tax returns are attached to this Application.
(Attach a copy of returns.)
17. Approximately - 0 - (Insert dollar amount or percentage of total utility plant) of Applicant's total utility plant was recovered through the sale of real estate lots or other contributions.
18. Applicant has attached a completed Statement of Disclosure of Related Party Transactions for each person who 807 KAR 5:076, §4(h) requires to complete such form.

By submitting this application, the Applicant consents to the procedures set forth in 807 KAR 5:076 and waives any right to place its proposed rates into effect earlier than six months from the date on which the application is accepted by the Public Service Commission for filing.

I am authorized by the Applicant to sign and file this application on the Applicant's behalf, have read and completed this application, and to the best of my knowledge all the information contained in this application and its attachments is true and correct.

Signed

William Ballard

Officer of the Company/Authorized Representative

Title

Manager

Date

August 16, 2021

COMMONWEALTH OF KENTUCKY

COUNTY OF CLARK

Before me appeared William Ballard, who after being duly sworn, stated that he/she had read and completed this application, that he/she is authorized to sign and file this application on behalf of the Applicant, and that to the best of his/her knowledge all the information contained in this application and its attachments is true and correct.

Anita CarHo # 619040

Notary Public

My commission expires:

3/11/23

LIST OF ATTACHMENTS
East Clark County Water District

1. Customer Notice of Proposed Rate Adjustments
2. Reasons for Application
3. Current and Proposed Rates
4. Statement of Adjusted Operations and Revenue Requirements with the following attachments:
 - a. References
 - b. Table A - Depreciation Expense Adjustments
 - c. Table B - Debt Service Schedule
5. Current Billing Analysis
6. Proposed Billing Analysis
7. Depreciation Schedule
8. Outstanding Debt Instruments
9. Amortization Schedules
10. Statements of Disclosure of Related Party Transactions
11. Board Resolution

Attachment No. 1

CUSTOMER NOTICE

Notice is hereby given that the East Clark County Water District expects to file an application with the Kentucky Public Service Commission on or about August 18, 2021, seeking approval of a proposed adjustment to its water rates. The proposed rates shall not become effective until the Public Service Commission has issued an order approving these rates.

MONTHLY WATER RATES

Minimum Bills Based on Meter Size

<u>Meter Size</u>	<u>Gals. Incl'd. in Minimum</u>	<u>Minimum Bills</u>		<u>Dollar</u>	<u>Percent</u>
		<u>Current</u>	<u>Proposed</u>	<u>Increase</u>	<u>Increase</u>
5/8 x 3/4 inch	2,000	\$26.30	\$28.24	\$1.94	7.38%
1 inch	5,000	59.00	63.34	4.34	7.36%
1-1/2 inch	10,000	113.50	121.84	8.34	7.35%
2 inch	20,000	210.30	225.74	15.44	7.34%
3 inch	30,000	307.10	329.64	22.54	7.34%
4 inch	50,000	500.70	537.44	36.74	7.34%

Rates for Water Usage in Addition to Minimum

<u>No. of Gallons per Month:</u>	<u>Charge per 1,000 Gals.</u>		<u>Dollar</u>	<u>Percent</u>
	<u>Current</u>	<u>Proposed</u>	<u>Increase</u>	<u>Increase</u>
First 2,000 Gallons	\$26.30	\$28.24	\$1.94	7.38%
Next 3,000 Gallons	10.90	11.70	0.80	7.34%
Next 5,000 Gallons	9.68	10.39	0.71	7.33%
Over 10,000 Gallons	8.46	9.08	0.62	7.33%

Bulk Sales

All Purchases	\$6.47	\$9.08	\$2.61	40.3%
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If the Public Service Commission approves the proposed water rates, then the monthly bill for a customer using an average of 4,000 gallons per month will increase from \$48.10 to \$51.64. This is an increase of \$3.54 or 7.36%.

The rates contained in this notice are the rates proposed by East Clark County Water District. However, the Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for consumers other than the rates shown in this notice.

East Clark County Water District has available for inspection at its office the application which it submitted to the Public Service Commission. A person may examine this application at the District's office located at 118 Hopkins Street, Winchester, KY 40391. You may contact the office at 859-745-1458.

A person may also examine the application at the Public Service Commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, 40601, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the Public Service Commission's website at <http://psc.ky.gov>. Comments regarding the application may be submitted to the Public Service Commission through its website or by mail to Public Service Commission, PO Box 615, Frankfort, Kentucky, 40602. You may contact the Public Service Commission at 502-564-3940.

A person may submit a timely written request for intervention to the Public Service Commission, PO Box 615, Frankfort, KY, 40602, establishing the grounds for the request including the status and interest of the party. If the Public Service Commission does not receive a written request for intervention within thirty (30) days of the initial publication of this notice, the Public Service Commission may take final action on the application.

Attachment No. 2

Reasons for Application

East Clark County Water District (“the District”) is requesting an 7.37 percent rate increase for its water customers. The rate increase will generate approximately \$108,500 in additional annual revenue. The District needs the rate increase for the following reasons:

1. To enable the District to pay its annual principal payments on its existing long-term debt from water revenues rather than from depreciation reserves.
2. To enable the District to meet the requirements set forth in its existing debt instruments.
3. To restore the District to a sound financial condition; and
4. To enable the District to enhance its financial capacity so it can continue to operate its system in compliance with the federal Safe Drinking Water Act, as amended in 1996, and KRS Chapter 151.

Attachment No. 3

CURRENT AND PROPOSED RATES
East Clark County Water District

CURRENT RATE SCHEDULE

5/8" x 3/4" Meters

First	2,000 gallons	\$ 26.30	Minimum Bill
Next	8,000 gallons	10.90	per 1,000 gallons
Next	40,000 gallons	9.68	per 1,000 gallons
Over	50,000 gallons	8.46	per 1,000 gallons

1" Meters

First	5,000 gallons	\$ 59.00	Minimum Bill
Next	5,000 gallons	10.90	per 1,000 gallons
Next	40,000 gallons	9.68	per 1,000 gallons
Over	50,000 gallons	8.46	per 1,000 gallons

1-1/2" Meters

First	10,000 gallons	\$ 113.50	Minimum Bill
Next	40,000 gallons	9.68	per 1,000 gallons
Over	50,000 gallons	8.46	per 1,000 gallons

2" Meters

First	20,000 gallons	\$ 210.30	Minimum Bill
Next	30,000 gallons	9.68	per 1,000 gallons
Over	50,000 gallons	8.46	per 1,000 gallons

3" Meters

First	30,000 gallons	\$ 307.10	Minimum Bill
Next	20,000 gallons	9.68	per 1,000 gallons
Over	50,000 gallons	8.46	per 1,000 gallons

4" Meters

First	50,000 gallons	\$ 500.70	Minimum Bill
Over	50,000 gallons	8.46	per 1,000 gallons

Bulk Sales

All Water Purchased	\$ 6.47	per 1,000 gallons
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PROPOSED RATE SCHEDULES

5/8" x 3/4" Meters

First	2,000 gallons	\$ 28.24	Minimum Bill
Next	8,000 gallons	11.70	per 1,000 gallons
Next	40,000 gallons	10.39	per 1,000 gallons
Over	50,000 gallons	9.08	per 1,000 gallons

1" Meters

First	5,000 gallons	\$ 63.34	Minimum Bill
Next	5,000 gallons	11.70	per 1,000 gallons
Next	40,000 gallons	10.39	per 1,000 gallons
Over	50,000 gallons	9.08	per 1,000 gallons

1-1/2" Meters

First	10,000 gallons	\$ 121.84	Minimum Bill
Next	40,000 gallons	10.39	per 1,000 gallons
Over	50,000 gallons	9.08	per 1,000 gallons

2" Meters

First	20,000 gallons	\$ 225.74	Minimum Bill
Next	30,000 gallons	10.39	per 1,000 gallons
Over	50,000 gallons	9.08	per 1,000 gallons

3" Meters

First	30,000 gallons	\$ 329.64	Minimum Bill
Next	20,000 gallons	10.39	per 1,000 gallons
Over	50,000 gallons	9.08	per 1,000 gallons

4" Meters

First	50,000 gallons	\$ 537.44	Minimum Bill
Over	50,000 gallons	9.08	per 1,000 gallons

Bulk Sales

All Water Purchased	\$ 9.08	per 1,000 gallons
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Attachment No. 4

SCHEDULE OF ADJUSTED OPERATIONS
East Clark County Water District

	<u>Test Year</u>	<u>Adjustments</u>	<u>Ref.</u>	<u>Pro Forma</u>
<u>Operating Revenues</u>				
Total Retail Metered Sales	\$ 1,464,409	(17,937)	A	
		21,900	B	\$ 1,468,372
Bulk Sales	-	4,630	A	4,630
Other Water Revenues:				
Forfeited Discounts	-	5,713	A	
		22,896	C	28,609
Misc. Service Revenues	-	6,745	A	6,745
Other Water Revenues	-	849	A	849
Total Operating Revenues	\$ 1,464,409			\$ 1,509,205
<u>Operating Expenses</u>				
Operation and Maintenance				
Salaries and Wages - Employees	301,267	45,271	D	346,538
Salaries and Wages - Officers	29,000	1,000	E	30,000
Employee Pensions and Benefits	301,417	20,470	F	
		(112,462)	G	
		(31,652)	H	177,773
Purchased Water	364,069	2,301	I	
		(4,887)	J	361,483
Purchased Power	31,141	(418)	J	30,723
Materials and Supplies	60,996	-		60,996
Contractual Services	103,471			103,471
Rental of Equipment	165			165
Transportation Expenses	18,104			18,104
Insurance - Other	32,053			32,053
Bad Debt	4,526			4,526
Miscellaneous Expenses	19,222			19,222
Total Operation and Mnt. Expenses	1,265,431			1,185,054
Depreciation Expense	360,062	(35,617)	K	324,445
Taxes Other Than Income	25,374	1,136	D	26,510
Total Operating Expenses	\$ 1,650,867			\$ 1,536,009
Net Utility Operating Income	\$ (186,458)			\$ (26,803)

REVENUE REQUIREMENTS

Pro Forma Operating Expenses	\$ 1,536,009
Plus: Avg. Annual Principal and Interest Payments	L 103,175
Additional Working Capital	M 20,635
Total Revenue Requirement	\$ 1,659,819
Less: Other Operating Revenue	(36,203)
Interest Income	(23,289)
Revenues from Contract Work	N (18,810)
Revenue Required From Water Sales	\$ 1,581,517
Revenue from Sales at Present Rates	1,473,002
Required Revenue Increase	\$ 108,515
Percent Increase	7.37%

REFERENCES

- A. The total reported for Metered Sales includes Bulk Sales, Forfeited Discounts, Misc. Service Revenues and Other Water Revenues. The amounts for these four items are reclassified to their own categories of revenue.
- B. The Current Billing Analysis results in pro forma metered sales revenue of \$1,468,372. This reflects a full year at the increased retail rates that were effective in August 2020 and indicates an addition to reported Metered Sales of \$21,900 is required.
- C. In spring of 2020, the Governor issued an Executive Order that prohibited utilities from charging Late Fees on past due accounts. This Order has now been rescinded. To normalize the revenue from Late Fees an adjustment of \$22,896 is added to the amount reported for 2020. This brings the pro forma figure for Late Fees back to the level experienced in 2019.
- D. Since 2020 there have been increases in wage rates, a former employee was replaced, and a new employee was added. These changes result in an annual wage increase of \$45,271. This increase in wages also results in additional payroll taxes of \$1,136.
- E. There was a vacancy on the board for a short period in 2020. An adjustment of \$1,000 is required to normalize Commissioners' salaries.
- F. The increase in wages coupled with an increase in the employer's contribution rate charged by CERS will result in higher payments for the retirement program. These payments are estimated to increase by \$20,470.
- G. Due to GASB reporting requirements for retirement plan liabilities, an expense of \$112,462 associated with the District's pension plan was included with Employee Pensions and Benefits Expense. Because this was not an actual payment to CERS, that amount is deducted.
- H. The District pays 100 percent of its employees' health insurance premiums. The PSC requires that expenses associated with this level of employer-funded premiums be adjusted to be consistent with the Bureau of Labor Statistics' national average for an employer's share of health insurance premiums. Average employer shares from BLS are currently 79 percent for single coverage and 66 percent for families. Applying those percentages to premiums to be paid in the current year results in a deduction from 2020 benefits expense of \$31,652.
- I. In August of 2020 one of the District's water suppliers implemented a slight increase in the wholesale rate it charges. To normalize this increase for an entire year, an addition of \$2,301 to Purchased Water expense is required.

- J. The District's test year water loss was 16.34 percent. The PSC's maximum allowable loss for rate-making purposes is 15.0 percent. Therefore, the expenses for Purchased Water and Power related to water purchased and pumped above the 15 percent limit are not allowed in the rate base and must be deducted.
- K. The PSC requires adjustments to a water utility's depreciation expense when asset lives fall outside the ranges recommended by NARUC in its publication titled "Depreciation Practices for Small Utilities". Therefore, adjustments are included to bring asset lives to the midpoint of the recommended ranges. An adjustment is also included for the new meters installed in 2020. See Table A.
- L. The annual debt service payments for the District's KRWFC loans are shown in Table B. The five-year average of these payments is added in the revenue requirement calculation.
- M. The amount shown in Table B for coverage on long term debt is required by the District's loan documents. This is included in the revenue requirement as Additional Working Capital.
- N. The \$18,810 reported as Revenues from Contract Work is a Capital Allocation of overhead expenses associated with the installation of new meters in the test year. It is appropriate to include this amount as an offset to revenue required from sales. Labor, materials, etc. are deducted directly from each respective category of operating expense prior to preparation of financial reports.

Table A
DEPRECIATION EXPENSE ADJUSTMENTS
East Clark County Water District

<u>Asset Description</u>	<u>Date in Service</u>	<u>Original Cost *</u>	<u>Reported Life</u>	<u>Depr. Exp.</u>	<u>Pro Forma Life</u>	<u>Depr. Exp.</u>	<u>Depreciation Expense Adjustment</u>
<u>Acct. 1505</u>							
Garage Door and Building	various	\$ 188,563	varies	\$ 4,928	37.5	\$ 5,028	\$ 100
<u>Acct. 1510</u>							
Structures & Improvements	various	202,709	varies	9,035	37.5	5,406	(3,629)
Analyzer	04/04/18	3,398	10.0	340	17.5	194	(146)
Pump Equipment	various	31,418	20.0	1,571	20.0	1,571	-
Telemetry	04/15/05	130,000	20.0	6,500	10.0	13,000	6,500
<u>Acct. 1520</u>							
Computers & Software	various	56,713	varies	6,288	10.0	5,671	(617)
<u>Acct. 1530</u>							
Transportation Equipment	various	168,988	varies	19,192	7.0	24,141	4,949
<u>Acct. 1550</u>							
Power Operated Equipment	various	157,229	varies	10,507	12.5	12,578	2,071
Tools, Shop and Garage Equipment	various	58,159	varies	5,423	17.5	3,323	(2,100)
<u>Acct. 1570</u>							
Pump Equipment	various	88,964	varies	2,174	20.0	4,448	2,274
Laboratory Equipment	various	6,670	10.0	667	17.5	381	(286)
<u>Acct. 1580</u>							
Meter Installations	various	30,150	20.0	1,508	45.0	670	(838)
Tank Rehab	various	174,213	varies	7,863	20.0	8,711	848
Pump Station	03/31/11	148,360	50.0	2,967	37.5	3,956	989
Reservoirs & Tanks	various	1,370,419	varies	32,075	45.0	30,454	(1,621)
Transmission & Distribution Mains	various	9,640,012	varies	193,602	62.5	154,240	(39,362)
<u>Acct. 1590</u>							
Meter Installations	various	648,511	20.0	29,477	45.0	14,411	(15,066)
E-Coder Meters	various	518,889	20.0	25,945	15.0	34,593	8,648
2020 Meter Installations	2020	40,087		-	45.0	891	891
2020 E-coder Meters	2020	11,648		-	15.0	777	777
TOTALS				\$ 360,062		\$ 324,445	\$ (35,617)

* Includes only costs associated with assets that contributed to depreciation expense in the current year.

Table B
DEBT SERVICE SCHEDULE
East Clark County Water District
CY 2022 - 2026

C.Y.	KRWFC Series 2010C			KRWFC Series 2011C		KRWFC Series 2013C			TOTALS
	Principal	Interest	Fees	Principal	Interest	Principal	Interest	Fees	
2022	\$ 40,000	\$ 15,908	\$ 350	\$ 25,000	\$ 12,289	\$ 15,000	\$ 1,763	250	\$ 110,559
2023	40,000	14,353	350	25,000	11,439	15,000	1,080	250	107,471
2024	40,000	12,773	350	30,000	10,526	15,000	360	250	109,259
2025	45,000	11,066	350	30,000	9,394	-	-	-	95,809
2026	45,000	9,204	350	30,000	8,224	-	-	-	92,778
TOTALS	210,000	63,302	1,750	140,000	51,871	45,000	3,203	750	\$ 515,876

5 Year Average Principal, Interest & Fees \$ 103,175

5 Year Average Debt Service Coverage 20,635

Attachment No. 5

CURRENT BILLING ANALYSIS - 2020 USAGE & EXISTING RATES
East Clark County Water District

SUMMARY

	No. of Bills	Gallons Sold	Revenue
5/8" X 3/4" Meters	30,292	110,843,600	\$ 1,435,790
1" Meters	257	2,231,500	28,033
1-1/2" Meters	12	120,600	1,605
2" Meters	14	10,300	2,944
Totals	30,575	113,206,000	\$ 1,468,372

Pro Forma Retail Sales Revenue \$ 1,468,372

5/8" x 3/4" METERS

	USAGE	BILLS	GALLONS	FIRST 2,000	NEXT 8,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	2,000	9,258	9,086,500	9,086,500	-	-	-	9,086,500
NEXT	8,000	19,844	81,395,300	39,688,000	41,707,300	-	-	81,395,300
NEXT	40,000	1,165	18,146,700	2,330,000	9,320,000	6,496,700	-	18,146,700
ALL OVER	50,000	25	2,215,100	50,000	200,000	1,000,000	965,100	2,215,100
		30,292	110,843,600	51,154,500	51,227,300	7,496,700	965,100	110,843,600

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	2,000	30,292	51,154,500 \$ 26.30	\$ 796,680
NEXT	8,000		51,227,300 10.90	558,378
NEXT	40,000		7,496,700 9.68	72,568
ALL OVER	50,000		965,100 8.46	8,165
TOTAL	30,292	110,843,600		\$ 1,435,790

1" METERS

	USAGE	BILLS	GALLONS	FIRST 5,000	NEXT 5,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	5,000	103	177,300	177,300	-	-	-	177,300
NEXT	5,000	81	593,100	405,000	188,100	-	-	593,100
NEXT	40,000	70	1,117,800	350,000	350,000	417,800	-	1,117,800
ALL OVER	50,000	3	343,300	15,000	15,000	120,000	193,300	343,300
		257	2,231,500	947,300	553,100	537,800	193,300	2,231,500

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	5,000	257	947,300 \$ 59.00	\$ 15,163
NEXT	5,000		553,100 10.90	6,029
NEXT	40,000		537,800 9.68	5,206
ALL OVER	50,000		193,300 8.46	1,635
TOTAL	257	2,231,500		\$ 28,033

1-1/2" METERS

	USAGE	BILLS	GALLONS	FIRST 10,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	10,000	10	75,500	75,500	-	-	75,500
NEXT	40,000	2	45,100	20,000	25,100	-	45,100
ALL OVER	50,000	-	-	-	-	-	-
		12	120,600	95,500	25,100	-	120,600

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	12	95,500 \$ 113.50	\$ 1,362
NEXT	40,000		25,100 9.68	243
ALL OVER	50,000		- 8.46	-
TOTAL	12	120,600		\$ 1,605

2" METERS

	USAGE	BILLS	GALLONS	FIRST 20,000	NEXT 30,000	ALL OVER 50,000	TOTAL
FIRST	20,000	14	10,300	10,300	-	-	10,300
NEXT	30,000	-	-	-	-	-	-
ALL OVER	50,000	-	-	-	-	-	-
		14	10,300	10,300	-	-	10,300

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	20,000	14	10,300 \$ 210.30	\$ 2,944
NEXT	30,000		- 9.68	-
ALL OVER	50,000		- 8.46	-
TOTAL	14	10,300		\$ 2,944

Attachment No. 6

PROPOSED BILLING ANALYSIS - 2020 USAGE & PROPOSED RATES
East Clark County Water District

SUMMARY

	No. of Bills	Gallons Sold	Revenue
5/8" X 3/4" Meters	30,292	110,843,600	\$ 1,541,459
1" Meters	257	2,231,500	30,093
1-1/2" Meters	12	120,600	1,723
2" Meters	14	10,300	3,160
Totals	30,575	113,206,000	\$ 1,576,435
		Bulk Sales after Proposed Rate Increase	6,498
		Proposed Total Meterd Sales Revenue	\$ 1,582,933

5/8" x 3/4" METERS

	USAGE	BILLS	GALLONS	FIRST 2,000	NEXT 8,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	2,000	9,258	9,086,500	9,086,500	-	-	-	9,086,500
NEXT	8,000	19,844	81,395,300	39,688,000	41,707,300	-	-	81,395,300
NEXT	40,000	1,165	18,146,700	2,330,000	9,320,000	6,496,700	-	18,146,700
ALL OVER	50,000	25	2,215,100	50,000	200,000	1,000,000	965,100	2,215,100
		30,292	110,843,600	51,154,500	51,227,300	7,496,700	965,100	110,843,600

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	2,000	30,292	51,154,500	\$ 28.24 \$ 855,446
NEXT	8,000		51,227,300	11.70 599,359
NEXT	40,000		7,496,700	10.39 77,891
ALL OVER	50,000		965,100	9.08 8,763
TOTAL	30,292	110,843,600		\$ 1,541,459

1" METERS

	USAGE	BILLS	GALLONS	FIRST 5,000	NEXT 5,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	5,000	103	177,300	177,300	-	-	-	177,300
NEXT	5,000	81	593,100	405,000	188,100	-	-	593,100
NEXT	40,000	70	1,117,800	350,000	350,000	417,800	-	1,117,800
ALL OVER	50,000	3	343,300	15,000	15,000	120,000	193,300	343,300
		257	2,231,500	947,300	553,100	537,800	193,300	2,231,500

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	5,000	257	947,300	\$ 63.34 \$ 16,278
NEXT	5,000		553,100	11.70 6,471
NEXT	40,000		537,800	10.39 5,588
ALL OVER	50,000		193,300	9.08 1,755
TOTAL	257	2,231,500		\$ 30,093

1-1/2" METERS

	USAGE	BILLS	GALLONS	FIRST 10,000	NEXT 40,000	ALL OVER 50,000	TOTAL
FIRST	10,000	10	75,500	75,500	-	-	75,500
NEXT	40,000	2	45,100	20,000	25,100	-	45,100
ALL OVER	50,000	-	-	-	-	-	-
		12	120,600	95,500	25,100	-	120,600

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	12	95,500 \$ 121.84	\$ 1,462
NEXT	40,000		25,100 10.39	261
ALL OVER	50,000		- 9.08	-
TOTAL	12	120,600		\$ 1,723

2" METERS

	USAGE	BILLS	GALLONS	FIRST 20,000	NEXT 30,000	ALL OVER 50,000	TOTAL
FIRST	20,000	14	10,300	10,300	-	-	10,300
NEXT	30,000	-	-	-	-	-	-
ALL OVER	50,000	-	-	-	-	-	-
		14	10,300	10,300	-	-	10,300

REVENUE BY RATE INCREMENT

	BILLS	GALLONS	RATE	REVENUE
FIRST	20,000	14	10,300 \$ 225.74	\$ 3,160
NEXT	30,000		- 10.39	-
ALL OVER	50,000		- 9.08	-
TOTAL	14	10,300		\$ 3,160

Attachment No. 7

Ru2/25/21

East Clark Co. Water District
 Depreciation Expense Report
 As of December 31, 2020

Book = Internal
 FYE Month = December

Sys No	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Account = 1500							\$10,044.00						
000001	Land						\$45,000.00						
	05/01/91	10,044.00	R	NoDep	00 00	0.00	10,044.00	12/31/19	0.00	0.00	0.00	0.00	
000003	Land - Cole Road						\$55,044.00						
	11/09/05	35,000.00	R	NoDep	00 00	0.00	35,000.00	12/31/19	0.00	0.00	0.00	0.00	
000156	Jefferson St Land												
	05/10/16	45,000.00	R	NoDep	00 00	0.00	45,000.00	12/31/19	0.00	0.00	0.00	0.00	
G/L Asset Account = 1500		90,044.00				0.00	90,044.00		0.00	0.00	0.00	0.00	
Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
Count = 0													
Net Subtotal		90,044.00				0.00	90,044.00		0.00	0.00	0.00	0.00	
Count = 3													
G/L Asset Account = 1505													
000158	Garage Doors												
	07/24/17	8,563.13	P	SLMM	20 00	0.00	8,563.13	12/31/19	1,034.73	428.16	428.16	1,462.89	
000157	Building, Jefferson St.												
	04/10/16	180,000.00	R	SLMM	40 00	0.00	180,000.00	12/31/19	16,500.00	4,500.00	4,500.00	21,000.00	
G/L Asset Account = 1505		188,563.13				0.00	188,563.13		17,534.73	4,928.16	4,928.16	22,462.89	
Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
Count = 0													
Net Subtotal		188,563.13				0.00	188,563.13		17,534.73	4,928.16	4,928.16	22,462.89	
Count = 2													
G/L Asset Account = 1510													
000009	Spare Motor - CM												
	12/31/11	1,300.00	P	NoDep	00 00	0.00	1,300.00	12/31/19	0.00	0.00	0.00	0.00	
000010	Spare Motor TM												
	12/31/11	1,793.00	P	NoDep	00 00	0.00	1,793.00	12/31/19	0.00	0.00	0.00	0.00	
000011	Spare Motor												
	12/31/11	2,394.00	P	NoDep	00 00	0.00	2,394.00	12/31/19	0.00	0.00	0.00	0.00	

East Clark Co. Water District
Depreciation Expense Report
As of December 31, 2020

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Sys No	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Account = 1510													
000013	Conference Room 01/01/93	150.00	R	SLFM	05 00	0.00	150.00	12/31/19	150.00	0.00	0.00	150.00	
000014	Concrete Storage 08/08/03	2,508.41	R	SLMM	07 00	0.00	2,508.41	12/31/19	2,508.41	0.00	0.00	2,508.41	
000015	HVAC Improvements 08/12/04	2,725.00	P	SLMM	10 00	0.00	2,725.00	12/31/19	2,725.00	0.00	0.00	2,725.00	
000018	Office Parking Lot 09/26/06	6,264.10	P	SLMM	10 00	0.00	6,264.10	12/31/19	6,264.10	0.00	0.00	6,264.10	
000019	Cooling Coil (AC improvement) 04/03/07	3,100.00	P	SLMM	10 00	0.00	3,100.00	12/31/19	3,074.17	0.00	0.00	3,074.17	
000020	DR2800 Spectro w/o battery pack 09/28/07	3,206.30	P	SLMM	10 00	0.00	3,206.30	12/31/19	3,206.30	0.00	0.00	3,206.30	
000021	Bell Engineering 11/14/07	574.33	P	SLMM	07 00	0.00	574.33	12/31/19	567.51	0.00	0.00	567.51	
000008	Fence - Ecton Tank Site 05/01/11	4,420.00	P	SLFM	20 00	0.00	4,420.00	12/31/19	1,915.33	221.00	221.00	2,136.33	
000153	Plant impv (2016 Stang Plumbing) 07/26/16	5,600.00	P	SLMM	20 00	0.00	5,600.00	12/31/19	956.67	280.00	280.00	1,236.67	
000167	Analyzer 04/04/18	3,398.00	P	SLMM	10 00	0.00	3,398.00	12/31/19	594.65	339.80	339.80	934.45	
000159	Pump 08/17/17	6,955.00	P	SLMM	20 00	0.00	6,955.00	12/31/19	811.43	347.75	347.75	1,159.18	
000132	New Roof 118 Hopkins St 10/20/14	9,500.00	P	SLMM	20 00	0.00	9,500.00	12/31/19	2,454.17	475.00	475.00	2,929.17	
000023	Pump Station 01/01/08	24,463.00	P	SLMM	20 00	0.00	24,463.00	12/31/19	14,575.87	1,223.15	1,223.15	15,799.02	
000012	Office Building 05/01/91	66,039.00	R	SLFM	30 00	0.00	66,039.00	12/31/19	62,736.30	2,201.30	2,201.30	64,937.60	
000022	NAC Heavy Highways 11/27/07	117,150.00	P	SLMM	20 00	0.00	117,150.00	12/31/19	70,290.00	5,857.50	5,857.50	76,147.50	
000016	Telemetry 04/15/05	130,000.00	P	SLMM	20 00	0.00	130,000.00	12/31/19	95,875.00	6,500.00	6,500.00	102,375.00	

East Clark Co. Water District
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Sys No	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Account = 1510		391,540.14	WTB			0.00	391,540.14		268,704.91	17,445.50	17,445.50	286,150.41	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 19		391,540.14				0.00	391,540.14		268,704.91	17,445.50	17,445.50	286,150.41	

G/L Asset Account = 1520

000024	Server & Computer 11/02/11	1,803.00	P	SLMM	05 00	0.00	1,803.00	12/31/19	1,803.00	0.00	0.00	1,803.00	
000025	Carpet 01/01/93	298.00	P	SLMM	05 00	0.00	298.00	12/31/19	298.00	0.00	0.00	298.00	
000028	H K Bell software 05/01/99	6,243.00	P	SLMM	05 00	0.00	6,243.00	12/31/19	6,243.00	0.00	0.00	6,243.00	
000029	Fireproof safe 12/04/00	600.00	P	SLMM	07 00	0.00	600.00	12/31/19	600.00	0.00	0.00	600.00	
000030	Hand held meter 02/01/01	5,013.00	P	SLMM	05 00	0.00	5,013.00	12/31/19	5,013.00	0.00	0.00	5,013.00	
000032	Interspace LTD 11/12/04	4,634.23	P	SLMM	07 00	0.00	4,634.23	12/31/19	4,634.23	0.00	0.00	4,634.23	
000034	Billing software 01/18/07	9,425.00	P	SLMM	05 00	0.00	9,425.00	12/31/19	9,406.66	0.00	0.00	9,406.66	
000035	Dell OptiPlex 745 Mini Tower 02/08/07	1,103.16	P	SLMM	05 00	0.00	1,103.16	12/31/19	1,084.77	0.00	0.00	1,084.77	
000036	Lexmark T642N Printer 02/15/07	879.00	P	SLMM	05 00	0.00	879.00	12/31/19	864.35	0.00	0.00	864.35	
000037	Fireproof file cabinet 08/29/07	700.00	P	SLMM	10 00	0.00	700.00	12/31/19	694.17	0.00	0.00	694.17	
000111	Desk 01/01/93	674.00	P	SLMM	05 00	0.00	674.00	12/31/19	674.00	0.00	0.00	674.00	
000120	Server 12/12/12	2,108.00	P	SLMM	05 00	0.00	2,108.00	12/31/19	2,108.00	0.00	0.00	2,108.00	
000152	2016 Server 03/09/16	1,171.43	P	SLMM	07 00	0.00	1,171.43	12/31/19	641.51	167.35	167.35	808.86	
000141	Server												

East Clark Co. Water District
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Sys No	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Account = 1520													
	01/30/15	2,982.00	P	SLMM	07 00	0.00	2,982.00	12/31/19	2,094.50	426.00	426.00	2,520.50	
000168	Dell desktop computers - 2 03/31/18	2,143.00	P	SLMM	05 00	0.00	2,143.00	12/31/19	750.05	428.60	428.60	1,178.65	
000160	Copy Macihne Ricoh 10/04/17	5,993.00	P	SLMM	10 00	0.00	5,993.00	12/31/19	1,348.43	599.30	599.30	1,947.73	
000169	2018 Dell Server 06/01/18	5,240.00	P	SLMM	07 00	0.00	5,240.00	12/31/19	1,185.24	748.57	748.57	1,933.81	
000174	Ampstun Software System 04/22/19	39,183.82	P	SLMM	10 00	0.00	39,183.82	12/31/19	2,612.26	3,918.38	3,918.38	6,530.64	
G/L Asset Account = 1520		90,193.64				0.00	90,193.64		42,055.17	6,288.20	6,288.20	48,343.37	
Less disposals and transfers Count = 0						0.00	0.00		0.00			0.00	
Net Subtotal Count = 18		90,193.64				0.00	90,193.64		42,055.17	6,288.20	6,288.20	48,343.37	

\$90,208.95 WTB
 \$ 15.31 Immaterial, PFW

G/L Asset Account = 1530

000039	Truck 10/01/98	8,500.00	P	SLMM	07 00	0.00	8,500.00	12/31/19	8,500.00	0.00	0.00	8,500.00	
000043	16' Trailer 09/12/03	2,573.00	P	SLMM	10 00	0.00	2,573.00	12/31/19	2,573.00	0.00	0.00	2,573.00	
000046	Ford F-150 Pickup Truck 08/02/07	19,844.00	P	SLMM	07 00	0.00	19,844.00	12/31/19	19,607.78	0.00	0.00	19,607.78	
000047	Ford Truck F-351 11/21/08	35,918.00	P	SLMM	07 00	0.00	35,918.00	12/31/19	35,918.00	0.00	0.00	35,918.00	
000116	2012 Ford Pickup Truck 06/21/12	23,609.00	T	SLMM	05 00	0.00	23,609.00	12/31/19	23,609.00	0.00	0.00	23,609.00	
000161	Trailer - Gator-Made, Inc 08/22/17	7,390.00	P	SLMM	20 00	0.00	7,390.00	12/31/19	862.17	369.50	369.50	1,231.67	
000148	Overhaul differential 11/11/15	6,957.00	P	SLMM	07 00	0.00	6,957.00	12/31/19	4,141.08	993.86	993.86	5,134.94	
000133	Pickup Truck 2014 12/11/14	16,000.00	P	SLMM	10 00	0.00	16,000.00	12/31/19	8,133.33	1,600.00	1,600.00	9,733.33	
000162	Pickup Truck (Tim Short Auto Group)												

East Clark Co. Water District
Depreciation Expense Report
As of December 31, 2020

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 FYE Month = December

Sys No	In Svc Date	Acquired Value	P T	Depr Meth	Est Life	Salv/168 Allow Sec 179	Depreciable Basis	Prior Thru	Prior Accum Depreciation	Depreciation This Run	Current YTD Depreciation	Current Accum Depreciation	Key Code
G/L Asset Account = 1530													
000142	12/08/17	25,987.00	P	SLMM	10 00	0.00	25,987.00	12/31/19	5,413.96	2,598.70	2,598.70	8,012.66	
	2015 Ford Truck												
000151	11/04/15	26,781.00	T	SLMM	07 00	0.00	26,781.00	12/31/19	15,941.08	3,825.86	3,825.86	19,766.94	
	2016 Ford Pickup Truck												
000166	12/22/16	28,390.00	P	SLMM	07 00	0.00	28,390.00	12/31/19	12,167.16	4,055.72	4,055.72	16,222.88	
	2018 Dump Truct												
	11/28/18	57,483.00	P	SLMM	10 00	0.00	57,483.00	12/31/19	6,227.34	5,748.30	5,748.30	11,975.64	
G/L Asset Account = 1530		<u>259,432.00</u>				0.00	259,432.00		143,093.90	19,191.94	19,191.94	162,285.84	
Less disposals and transfers						0.00	0.00		0.00			0.00	
Count = 0													
Net Subtotal		<u>259,432.00</u>				0.00	259,432.00		143,093.90	19,191.94	19,191.94	162,285.84	
Count = 12													

\$259,401.67 WTB
 \$ 30.33 Immaterial, PFW

G/L Asset Account = 1550

Noted 2 new additions during 2020. See minutes @ M-2

000179	2010 Vac-Tron plus delivery												
	02/27/20	31,552.00	P	SLMM	10 00	0.00	31,552.00		0.00	2,629.33	2,629.33	2,629.33	
000180	Gatormade trailer \$4												
	09/11/20	8,995.00	P	SLMM	10 00	0.00	8,995.00		0.00	299.83	299.83	299.83	
000051	Trailer												
	06/01/95	715.00	P	SLMM	05 00	0.00	715.00	12/31/19	715.00	0.00	0.00	715.00	
000052	Air Compressor												
	04/01/97	9,990.00	P	SLMM	10 00	0.00	9,990.00	12/31/19	9,990.00	0.00	0.00	9,990.00	
000054	Concret Saw												
	02/21/00	773.00	P	SLMM	05 00	0.00	773.00	12/31/19	773.00	0.00	0.00	773.00	
000055	Clorine Analyzer												
	12/19/00	798.70	P	SLMM	05 00	0.00	798.70	12/31/19	798.70	0.00	0.00	798.70	
000057	Telig Single HP												
	09/22/03	1,234.71	P	SLMM	07 00	0.00	1,234.71	12/31/19	1,234.71	0.00	0.00	1,234.71	
000058	Backhoe (Holt E)												
	08/01/05	66,600.00	P	SLMM	10 00	0.00	66,600.00	12/31/19	66,600.00	0.00	0.00	66,600.00	
000060	Digital Leak Detector												
	02/08/10	2,995.00	P	SLMM	07 00	0.00	2,995.00	12/31/19	2,995.00	0.00	0.00	2,995.00	
000062	Underground pipe locator												

East Clark Co. Water District
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G/L Asset Account = 1550													
	04/14/10	4,395.00	P	SLMM	07 00	0.00	4,395.00	12/31/19	4,395.00	0.00	0.00	4,395.00	
000063	Master Meter Reader (F S Braomard)												
	09/13/10	11,356.00	P	SLMM	05 00	0.00	11,356.00	12/31/19	11,356.00	0.00	0.00	11,356.00	
000129	Trailer												
	05/24/13	1,300.00	P	SLMM	10 00	0.00	1,300.00	12/31/19	855.83	130.00	130.00	985.83	
000176	Trenching safety equipment												
	10/31/19	9,270.00	P	SLMM	10 00	0.00	9,270.00	12/31/19	154.50	927.00	927.00	1,081.50	
000114	Leak detector												
	09/18/12	2,995.00	P	SLMM	10 00	0.00	2,995.00	12/31/19	2,171.38	299.50	299.50	2,470.88	
000130	Thompson Co - 2 leak detectors												
	12/05/13	3,920.00	P	SLMM	10 00	0.00	3,920.00	12/31/19	2,384.67	392.00	392.00	2,776.67	
000135	Valve Exerciser												
	10/01/14	4,495.00	P	SLMM	10 00	0.00	4,495.00	12/31/19	2,359.88	449.50	449.50	2,809.38	
000175	Directional Drill												
	06/08/19	9,350.00	P	SLMM	10 00	0.00	9,350.00	12/31/19	545.42	935.00	935.00	1,480.42	
000059	Backhoe												
	07/21/09	9,500.00	P	SLMM	10 00	0.00	9,500.00	12/31/19	9,500.00	0.00	0.00	9,500.00	
000143	Bobcat												
	08/31/15	5,566.72	P	SLMM	10 00	0.00	5,566.72	12/31/19	2,412.24	556.67	556.67	2,968.91	
000113	0 Turn radius lawn mower												
	08/29/12	5,599.96	P	SLMM	10 00	0.00	5,599.96	12/31/19	4,106.67	560.00	560.00	4,666.67	
000128	Flow Meter - Automatic Controls												
	04/30/13	6,599.00	P	SLMM	10 00	0.00	6,599.00	12/31/19	4,399.33	659.90	659.90	5,059.23	
000165	Valve Turn												
	12/17/18	4,800.00	P	SLMM	07 00	0.00	4,800.00	12/31/19	685.72	685.72	685.72	1,371.44	
000150	Gator-Made												
	04/20/16	6,995.00	P	SLMM	10 00	0.00	6,995.00	12/31/19	2,564.83	699.50	699.50	3,264.33	
000138	Gator- Made Trailor												
	12/16/14	8,790.00	P	SLMM	10 00	0.00	8,790.00	12/31/19	4,395.00	879.00	879.00	5,274.00	
000061	Generator Toable 65KW												
	07/17/10	12,400.00	P	SLMM	10 00	0.00	12,400.00	12/31/19	12,090.00	310.00	310.00	12,400.00	
000115	Bobcat and attachments												
	10/31/12	50,129.00	R	SLMM	40 00	0.00	50,129.00	12/31/19	8,938.86	1,253.23	1,253.23	10,192.09	
000134	Excavator - Wayne Supply												
	07/31/14	42,631.00	P	SLMM	10 00	0.00	42,631.00	12/31/19	23,091.79	4,263.10	4,263.10	27,354.89	

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G/L Asset Account = 1550		323,745.09	WTB			0.00	323,745.09		179,513.53	15,929.28	15,929.28	195,442.81	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 27		323,745.09				0.00	323,745.09		179,513.53	15,929.28	15,929.28	195,442.81	
<hr/>													
G/L Asset Account = 1570													
000144	VFD (spare not in service) 11/30/15	2,904.00	P	SLMM	07 00	0.00	0.00	12/31/19	0.00	0.00	0.00	0.00	b
000067	Pump improvements (Hack Co.) 07/12/06	2,754.50	P	SLMM	50 00	0.00	2,754.50	12/31/19	716.17	55.09	55.09	771.26	
000066	Pump improvements (High Tides Technology) 02/02/05	5,156.00	P	SLMM	50 00	0.00	5,156.00	12/31/19	1,340.56	103.12	103.12	1,443.68	
000136	Generator #1 04/14/14	2,469.00	P	SLMM	10 00	0.00	2,469.00	12/31/19	1,419.68	246.90	246.90	1,666.58	
000137	Generator #2 04/14/14	2,469.00	P	SLMM	10 00	0.00	2,469.00	12/31/19	1,419.68	246.90	246.90	1,666.58	
000139	Chlorine analyzer 04/30/14	3,268.00	P	SLMM	10 00	0.00	3,268.00	12/31/19	1,851.87	326.80	326.80	2,178.67	
000149	Clorinator 01/20/16	3,402.47	P	SLMM	10 00	0.00	3,402.47	12/31/19	1,332.64	340.25	340.25	1,672.89	
000065	Pump improvements 11/19/04	21,612.00	P	SLMM	50 00	0.00	21,612.00	12/31/19	6,934.82	432.24	432.24	7,367.06	
000064	Pumps 01/01/93	54,503.00	P	SLMM	50 00	0.00	54,503.00	12/31/19	43,387.26	1,090.06	1,090.06	44,477.32	
G/L Asset Account = 1570		98,537.97	WTB			0.00	95,633.97		58,402.68	2,841.36	2,841.36	61,244.04	
Less disposals and transfers Count = 0		0.00				0.00	0.00		0.00			0.00	
Net Subtotal Count = 9		98,537.97				0.00	95,633.97		58,402.68	2,841.36	2,841.36	61,244.04	

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G/L Asset Account = 1580		Noted 2 new additions during 2020. See minutes @ M-2											
000181	Jackson Ferry line replacement 10/21/20	6,320.75	P	SLMM	50 00	0.00	6,320.75		0.00	21.07	21.07	21.07	
000182	1-65 line replacement 10/23/20	195,111.98	P	SLMM	07 00	0.00	195,111.98		0.00	3,216.95	3,216.95	3,216.95	
000075	Communications 10/01/93	13,729.00	P	SLMM	10 00	0.00	13,729.00	12/31/19	13,729.00	0.00	0.00	13,729.00	
000076	Building 10/01/93	9,153.00	P	SLMM	20 00	0.00	9,153.00	12/31/19	9,153.00	0.00	0.00	9,153.00	
000078	Valve System 06/01/94	27,309.00	P	SLMM	15 00	0.00	27,309.00	12/31/19	27,309.00	0.00	0.00	27,309.00	
000112	Line Extension Clark Energy 11/07/06	2,065.92	P	SLMM	50 00	0.00	2,065.92	12/31/19	544.05	41.32	41.32	585.37	
000084	Childers Lnæ Extension 03/28/03	3,896.05	P	SLMM	50 00	0.00	3,896.05	12/31/19	1,311.65	77.92	77.92	1,389.57	
000171	Sub Meter - Ecton Rd #1 08/15/18	2,577.00	P	SLMM	20 00	0.00	2,577.00	12/31/19	182.54	128.85	128.85	311.39	
000172	Sub Meter - Ecton Rd #2 11/15/18	2,577.00	P	SLMM	20 00	0.00	2,577.00	12/31/19	150.33	128.85	128.85	279.18	
000170	Sub Meter - Pilot View 10/15/18	2,818.00	P	SLMM	20 00	0.00	2,818.00	12/31/19	176.13	140.90	140.90	317.03	
000081	Loading Station 05/01/97	9,458.00	P	SLMM	30 00	0.00	9,458.00	12/31/19	7,145.67	315.27	315.27	7,460.94	
000086	Automatic Flush Valves 09/30/07	5,757.97	P	SLMM	15 00	0.00	5,757.97	12/31/19	4,670.42	383.87	383.87	5,054.29	
000178	Leak detection meters 06/30/19	22,178.00	P	SLMM	20 00	0.00	22,178.00	12/31/19	554.45	1,108.90	1,108.90	1,663.35	
000077	Tank improvements 10/01/93	28,282.00	P	SLMM	50 00	0.00	28,282.00	12/31/19	14,848.44	565.64	565.64	15,414.08	
000079	Lines 06/01/94	31,624.00	P	SLMM	50 00	0.00	31,624.00	12/31/19	16,444.08	632.48	632.48	17,076.56	
000073	End Piping Valves 06/01/93	46,184.00	P	SLMM	50 00	0.00	46,184.00	12/31/19	24,323.28	923.68	923.68	25,246.96	
000068	Muddy Creek Extension 05/31/11	48,164.00	P	SLMM	50 00	0.00	48,164.00	12/31/19	11,719.91	963.28	963.28	12,683.19	
000069	Pump Station												

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G/L Asset Account = 1580													
000177	03/31/11	148,360.00	P	SLMM	50 00	0.00	148,360.00	12/31/19	39,633.32	2,967.20	2,967.20	42,600.52	
	Water tank rehab 2019												
	07/09/19	145,931.00	P	SLMM	20 00	0.00	145,931.00	12/31/19	3,648.28	7,296.55	7,296.55	10,944.83	
000083	Phase VI												
	06/30/01	194,281.00	P	SLMM	50 00	0.00	194,281.00	12/31/19	73,179.09	3,885.62	3,885.62	77,064.71	
000074	Tank												
	10/01/93	217,356.00	P	SLMM	50 00	0.00	217,356.00	12/31/19	114,211.52	4,347.12	4,347.12	118,558.64	
000088	Line Extension 2010												
	04/30/10	485,456.57	P	SLMM	50 00	0.00	485,456.57	12/31/19	93,854.93	9,709.13	9,709.13	103,564.06	
000071	Lines (Phase I)												
	06/01/91	515,445.00	P	SLMM	50 00	0.00	515,445.00	12/31/19	296,388.13	10,308.90	10,308.90	306,697.03	
000145	Wilderness Road extension												
	12/31/15	652,499.00	P	SLMM	50 00	0.00	652,499.00	12/31/19	52,199.92	13,049.98	13,049.98	65,249.90	
000072	Lines (Plastic)												
	06/01/93	697,935.00	P	SLMM	50 00	0.00	697,935.00	12/31/19	367,385.70	13,958.70	13,958.70	381,344.40	
000085	Phase VII Extension												
	01/01/05	874,279.00	P	SLMM	50 00	0.00	874,279.00	12/31/19	262,283.70	17,485.58	17,485.58	279,769.28	
000087	Tank and lines (2006-07 project)												
	11/15/07	969,152.60	P	SLMM	50 00	0.00	969,152.60	12/31/19	234,211.85	19,383.05	19,383.05	253,594.90	
000117	KY 15 Elevated Tank												
	06/30/12	933,063.00	R	SLMM	40 00	0.00	933,063.00	12/31/19	175,764.75	23,326.58	23,326.58	199,091.33	
000082	Phase VI Lines												
	01/01/01	1,524,486.00	P	SLMM	50 00	0.00	1,524,486.00	12/31/19	579,304.68	30,489.72	30,489.72	609,794.40	
000080	Phase V Lines												
	06/01/96	1,599,242.00	P	SLMM	50 00	0.00	1,599,242.00	12/31/19	755,641.64	31,984.84	31,984.84	787,626.48	
000121	After Tank w/o												
	01/01/81	2,058,653.00	P	SLMM	50 00	0.00	2,058,653.00	12/31/19	1,433,940.80	41,173.06	41,173.06	1,475,113.86	
G/L Asset Account = 1580		11,413,344.84	WTB			0.00	11,413,344.84		4,613,910.26	238,015.01	238,015.01	4,851,925.27	
Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
Count = 0													
Net Subtotal		11,413,344.84				0.00	11,413,344.84		4,613,910.26	238,015.01	238,015.01	4,851,925.27	
Count = 31													

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GL Asset Account - 1590													
000154	2016 Meters (25) Purchased but not in service 06/30/16	2,274.40	P	NoDep	00 00	0.00	2,274.40	12/31/19	0.00	0.00	0.00	0.00	
000108	E-Coder Meters 2009 not in service, place in service 2010 12/31/09	5,425.00	P	SLMM	20 00	0.00	5,425.00	12/31/19	2,712.50	271.25	271.25	2,983.75	
000119	2012 Tap-on meters 06/30/12	6,592.00	P	SLMM	20 00	0.00	6,592.00	12/31/19	2,472.00	329.60	329.60	2,801.60	
000089	Tap-ons 2011 12/31/11	7,133.00	P	SLMM	20 00	0.00	7,133.00	12/31/19	2,853.20	356.65	356.65	3,209.85	
000131	Tap-on meters 2013 07/01/13	7,256.00	P	SLMM	20 00	0.00	7,256.00	12/31/19	2,358.20	362.80	362.80	2,721.00	
000124	Meters - adjustment from 2012 audit 01/01/12	7,920.00	P	SLMM	20 00	0.00	7,920.00	12/31/19	3,168.00	396.00	396.00	3,564.00	
000110	E-Coder Meters 2010 03/12/11	8,536.00	P	SLMM	20 00	0.00	8,536.00	12/31/19	3,805.63	426.80	426.80	4,232.43	
000140	2014 Meters 06/30/14	8,657.00	P	SLMM	20 00	0.00	8,657.00	12/31/19	2,380.68	432.85	432.85	2,813.53	
000123	Meters - adjust from 2012 audit 12/31/11	8,960.00	P	SLMM	20 00	0.00	8,960.00	12/31/19	5,833.00	448.00	448.00	6,281.00	
000173	2019 Meters Set 06/30/19	20,861.00	P	SLMM	20 00	0.00	20,861.00	12/31/19	521.53	1,043.05	1,043.05	1,564.58	
000125	2013 Meters in service 1.1.15 12/31/13	11,856.00	P	SLMM	20 00	0.00	11,856.00	12/31/19	3,556.80	592.80	592.80	4,149.60	
000090	Tap-on Meters 2011 06/30/11	12,698.00	P	SLMM	20 00	0.00	12,698.00	12/31/19	5,396.65	634.90	634.90	6,031.55	
000105	E-Coder Meters 2008 11/30/08	15,532.00	P	SLMM	20 00	0.00	15,532.00	12/31/19	8,607.32	776.60	776.60	9,383.92	
000102	Meters (customer donation) 06/30/07	16,200.00	P	SLMM	20 00	0.00	16,200.00	12/31/19	10,057.50	810.00	810.00	10,867.50	
000146	 07/01/15	18,642.51	P	SLMM	20 00	0.00	18,642.51	12/31/19	4,194.58	932.13	932.13	5,126.71	
000107	Tap-on Meters 2009 06/30/09	18,723.00	P	SLMM	20 00	0.00	18,723.00	12/31/19	9,829.58	936.15	936.15	10,765.73	
000122	Meters - Adjust from 2011 01/01/12	20,978.00	P	SLMM	20 00	0.00	20,978.00	12/31/19	8,303.79	1,048.90	1,048.90	9,352.69	
000163	2017 Meters												

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G/L Asset Account = 1590													
000104	06/30/17	21,317.00	P	SLMM	20 00	0.00	21,317.00	12/31/19	2,664.63	1,065.85	1,065.85	3,730.48	
	Meters 2008												
000164	06/30/08	21,764.00	P	SLMM	20 00	0.00	21,764.00	12/31/19	12,514.30	1,088.20	1,088.20	13,602.50	
	2018 Meter Tap-Ons												
000100	06/30/18	22,676.00	P	SLMM	20 00	0.00	22,676.00	12/31/19	1,700.70	1,133.80	1,133.80	2,834.50	
	Meter replacements (E-Coder)												
000147	06/30/06	27,350.00	P	SLMM	20 00	0.00	27,350.00	12/31/19	18,575.21	1,367.50	1,367.50	19,942.71	
000155	07/01/15	27,838.08	P	SLMM	20 00	0.00	27,838.08	12/31/19	6,263.55	1,391.90	1,391.90	7,655.45	
	2016 Tap-ons												
000098	06/30/16	36,160.00	P	SLMM	20 00	0.00	36,160.00	12/31/19	6,328.00	1,808.00	1,808.00	8,136.00	
	Meters												
000097	06/30/04	36,200.00	P	SLMM	20 00	0.00	36,200.00	12/31/19	28,055.00	1,810.00	1,810.00	29,865.00	
	Meters												
000099	06/30/03	36,300.00	P	SLMM	20 00	0.00	36,300.00	12/31/19	29,947.50	1,815.00	1,815.00	31,762.50	
	Meters												
000101	06/30/05	36,400.00	P	SLMM	20 00	0.00	36,400.00	12/31/19	26,541.67	1,820.00	1,820.00	28,361.67	
	Neptune E-Coder meters												
000096	06/01/07	41,044.63	P	SLMM	20 00	0.00	41,044.63	12/31/19	25,208.33	2,052.23	2,052.23	27,260.56	
	Meters												
000095	06/30/02	47,300.00	P	SLMM	20 00	0.00	47,300.00	12/31/19	41,387.50	2,365.00	2,365.00	43,752.50	
	Tap-on Meters 2001												
000106	06/30/01	51,850.00	P	SLMM	20 00	0.00	51,850.00	12/31/19	46,881.04	2,592.50	2,592.50	49,473.54	
	E-Coder Meters 2009 inservice												
000091	06/30/09	61,691.00	P	SLMM	20 00	0.00	61,691.00	12/31/19	32,387.78	3,084.55	3,084.55	35,472.33	
	E-Coder Meters 2011												
000103	06/30/11	63,217.00	P	SLMM	20 00	0.00	63,217.00	12/31/19	29,802.30	3,160.85	3,160.85	32,963.15	
	E-Coder Meters purchased & set in 2007												
000126	06/30/07	64,224.00	P	SLMM	20 00	0.00	64,224.00	12/31/19	39,929.67	3,211.20	3,211.20	43,140.87	
	E-Coder Meters 2013												
000118	07/01/13	65,447.00	P	SLMM	20 00	0.00	65,447.00	12/31/19	21,270.28	3,272.35	3,272.35	24,542.63	
	2012 Decoder meter replacements												
000127	06/30/12	65,940.00	P	SLMM	20 00	0.00	65,940.00	12/31/19	24,577.75	3,297.00	3,297.00	27,874.75	
	Meters after 2013 w/o Phase IV												
	01/01/01	87,512.00	P	SLMM	20 00	0.00	87,512.00	12/31/19	84,666.20	2,845.80	2,845.80	87,512.00	

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G/L Asset Account = 1590													
000109	E-Coder Meters 2010												
	06/30/10	100,482.10	P	SLMM	20 00	0.00	100,482.10	12/31/19	50,199.39	5,024.11	5,024.11	55,223.50	
G/L Asset Account = 1590		1,112,956.72				0.00	1,112,956.72		604,951.76	54,004.32	54,004.32	658,956.08	
Less disposals and transfers		0.00				0.00	0.00		0.00			0.00	
Count = 0		<i>57,717.06</i>								<i>147.93</i>		<i>147.93</i>	
Net Subtotal		1,112,956.72				0.00	1,112,956.72		604,951.76	54,004.32	54,004.32	658,956.08	
Count = 36		<i>1169673.78</i>										<i>660374.01</i>	

See next page

Grand Total	13,968,357.53					0.00	13,965,453.53		5,928,166.94	358,643.77	358,643.77	6,286,810.71	
Less disposals and transfers	0.00					0.00	0.00		0.00			0.00	
Count = 0													
Net Grand Total	13,968,357.53					0.00	13,965,453.53		5,928,166.94	<i>360,061.70</i>	358,643.77	<i>6288228.64</i>	
Count = 157	<i>\$13,968,344.27</i>									<i>332400.00</i>		<i>6288228.15</i>	
	<i>\$ 13.26</i>											<i>49P</i>	

360,061.70 WTB

6288228.15 WTB

Adj
26,462
 JE 2012-011

49P
 Immaterial difference

Pass, immaterial amt

A Per discussion with Ruth Lawton, CPA, this \$56,717.06 consists of \$28,358.53 of supplies that should have been expensed instead of capitalized during 2020, and another \$28,358.53 in a backwards JE 2012-007 that attempted to expense those supplies. Auditor will create PAJE #4 to correct. See wp FA-4 for complete write up and explanation.

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Report Assumptions

Report Name: Depreciation Expense
 Source Report: <Standard Report>

Calculation Assumptions:

Short Year: none
 Include Sec 168 Allowance & Sec 179: Yes
 Adjustment Convention: None

Key Codes:

- a: A depreciation adjustment amount is included in the reporting period.
- b: The asset's business-use percentage is less than 100%.
- d: The asset has been disposed.
- f: The asset has switched from a MACRS table calculation to the MACRS formula calculation.
- t: The asset's depreciation has been limited by luxury auto rules.
- m: The asset's depreciation was calculated using the mid-quarter convention.
- r: The asset's acquired value was reduced to arrive at the depreciable basis.
- s: The asset has switched from declining-balance to a straight-line.
- v: The asset has switched to remaining value over remaining life due to ACE.

Group/Sorting Criteria:

Group = All Complete Assets
 Include Assets that meet the following conditions:
 All Complete Assets
 Sorted by: G/L Asset Account (with subtotals), Period Close YTD, System No

\$ 1,169,673.78 Account 1590 balance per page 12
 \$ 51,735.00 JE 2012-024 to capitalize Tap On charges
 \$ 1,221,408.78
 \$ 1,221,407.59 WTB @ 12/31/20
 \$ 1.19 Immaterial difference
 \$ 1,221,407.59 WTB @ 12/31/20
 \$ (56,717.06) PAJE #4 to reverse JE 2012-007 & expense supplies
 \$ 1,164,690.53 ATB @ 12/31/20

Attachment No. 8a

ASSISTANCE AGREEMENT
BETWEEN
KENTUCKY RURAL WATER FINANCE CORPORATION
AND
EAST CLARK COUNTY WATER DISTRICT
DATED
JUNE 10, 2010
IN THE AMOUNT OF \$740,000

This document was prepared by:

RUBIN & HAYS
Kentucky Home Trust Building
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By

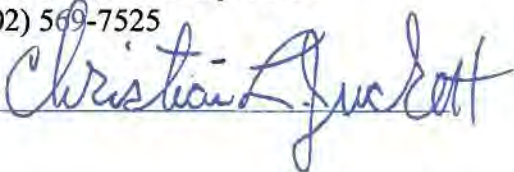


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ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of June 10, 2010 (the "Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), Series 2001, dated April 4, 2001, in the aggregate principal amount of \$46,000,000 (the "Series 2001 Bonds") pursuant to a Trust Indenture dated as of April 4, 2001 (the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to Assistance Agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2010C (the "Series 2010C Bonds") in the aggregate principal amount of \$7,615,000, pursuant to a Supplemental Trust Indenture No. 38, dated as of June 10, 2010 by and between the Issuer and the Trustee, which Series 2010C Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency has outstanding its East Clark County Water District Waterworks Revenue Bonds, Series 2000, dated April 1, 2000, in the original authorized principal amount of \$925,000 (the "Series 2000 Bonds"), which bonds were issued by the Governmental Agency to make improvements and extensions to the Governmental Agency's waterworks system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to currently refund the Series 2000 Bonds, in order to effect substantial debt service savings (the "Project"), and the Issuer has determined that the Project is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Issuer; and

WHEREAS, the Governmental Agency has designated the Issuer as its instrumentality and agency; and

WHEREAS, pursuant to this Assistance Agreement the Governmental Agency will proceed with the Project; and

WHEREAS, in and by the Prior Bond Legislation (as hereinafter defined), the right and privilege was reserved by the Governmental Agency under conditions and restrictions set out in said Prior Bond Legislation, of issuing additional bonds from time to time, payable from the income and revenues of the System and ranking on a parity with the Governmental Agency's outstanding Prior Bonds (as hereinafter defined), for the purpose, among other things, of financing the costs of extensions, additions and improvements to the System and refinancing certain outstanding indebtedness, which conditions and restrictions are found to currently exist and prevail so as to permit the issuance of certain proposed additional bonds so as to rank, when issued, on a parity with the outstanding Prior Bonds; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Governmental Agency that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the "Loan") in the amount of \$740,000 [the "Obligations"], for the purpose of providing funds for the Project, and to reaffirm the conditions and restrictions under which similar bonds or obligations may be subsequently issued ranking on a parity therewith; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, and under the provisions of the Prior Bond Legislation, the Governmental Agency is authorized to enter into this Assistance Agreement and to borrow the Obligations to provide such funds for the purpose aforesaid; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the financing of the Project subject to the repayment of the Loan and the Obligations and the interest thereon;

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:

Section 1. Definitions. As used in this Assistance Agreement, unless the context requires otherwise:

"*Act*" refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

"*Assistance Agreement*" refers to this Assistance Agreement authorizing the Loan and the Obligations.

"*Bond Counsel*" refers to Rubin & Hays, Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202, or any other nationally recognized individual or firm in the field of municipal bond law.

"*Bond Legislation of 1978*" or "*1978 Bond Legislation*" refer to the legislation authorizing the Bonds of 1978, duly adopted by the Governing Body on August 3, 1978.

"*Bond Legislation of 2000*" or "*2000 Bond Legislation*" refer to the legislation authorizing the Bonds of 2000, duly enacted by the Governing Body on March 30, 2000.

"*Bondowner*", "*Owner*", "*Bondholder*" means and contemplates, unless the context otherwise indicates, the registered owner of one or more of the Bonds at the time issued and outstanding hereunder.

"*Bonds*" refers to the Obligations, the Prior Bonds and any additional Parity Bonds.

"*Certified Public Accountants*" refers to an independent Certified Public Accountant or firm of Certified Public Accountants, duly licensed in Kentucky and knowledgeable about the affairs of the System and/or of other Governmental Agency financial matters.

"*Code*" refers to the United States Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"*Compliance Group*" refers to the Compliance Group identified and defined in the Indenture.

"*Depreciation Fund*" refers to the East Clark County Water District Waterworks Revenue Bond Depreciation Reserve Fund created in the Prior Bond Legislation and which Depreciation Fund will continue to be maintained for the benefit of the System.

"*Engineer*" or "*Independent Consulting Engineer*" refers to an Independent Consulting Engineer or firm of Engineers of excellent national reputation or of recognized excellent reputation in Kentucky in the fields of waterworks and sewer engineering.

"*Funds*" refers collectively to the Sinking Fund, the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund, and the Governmental Agency Account.

"*Governing Body*" means the Board of Commissioners of the Governmental Agency or such other body as shall be the governing body of said Governmental Agency under the laws of Kentucky at any given time.

"*Governmental Agency*" refers to the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392.

"*Governmental Agency Chief Executive*" refers to the Chairman of the Governmental Agency.

"*Governmental Agency Clerk*" refers to the Secretary of the Governmental Agency.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 38, dated June 10, 2010, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing July 1, 2010 and continuing through and including January 1, 2030 or until the Loan has been paid in full.

"*Issuer*" refers to the Kentucky Rural Water Finance Corporation, Bowling Green, Kentucky.

"*KaCOLT Lease of 1990*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of November 1, 1990.

"*KaCOLT Lease of 1993*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of June 18, 1993.

"*KaCOLT Lease of 1995*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of October 5, 1995.

"*Obligations*" refers to the Loan authorized by this Assistance Agreement in the principal amount of \$740,000, maturing January 1, 2030.

"*Operation and Maintenance Fund*" refers to the East Clark County Water District Waterworks Operation and Maintenance Fund created and confirmed in the Prior Bond Legislation and which Operation and Maintenance Fund will continue to be maintained for the benefit of the System.

"*Outstanding Bonds*" refers collectively to all outstanding Prior Bonds, the outstanding Obligations and any outstanding Parity Bonds, and does not refer to any bonds that have been defeased.

"*Parity Bonds*" means bonds issued in the future, which will, pursuant to the provisions of this Assistance Agreement, rank on a basis of parity with the Obligations and shall not be deemed to include, nor to prohibit the issuance of, bonds ranking inferior in security to the Obligations.

"*Permitted Investments*" refers to investments of funds on deposit in the various funds created herein and includes:

- (1) direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America) or obligations the timely payment of the principal of and interest on which are fully guaranteed by the United States of America, including instruments evidencing an ownership interest in securities described in this clause (1);
- (2) obligations, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following:

Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Bank, Federal Land Banks, Government National Mortgage Association, Federal Home Loan Mortgage Corporation or Federal Housing Administration;
- (3) repurchase agreements (including those of the Trustee or the Bank) fully secured by collateral security described in clause (1) or (2) of this definition, which collateral (a) is held by the Trustee or a third party agent during the term of such repurchase agreement, (b) is not subject to liens or claims of third parties and (c) has a market value (determined at least once every fourteen days) at least equal to the amount so invested;
- (4) certificates of deposit of, or time deposits in, any bank (including the Trustee or the Bank) or savings and loan association (a) the debt obligations of which (or in the case of the principal bank of a bank holding company, the debt obligations of the bank holding company of which) have been rated at least equal to the rating assigned to the Bonds by each Rating Agency then rating the Bonds or (b) which are fully insured by the Federal Deposit Insurance Corporation or (c) which are secured at all times, in the manner and to the extent provided by law, by collateral security (described in clause (1) or (2) of this definition) of a market value (valued at least quarterly) of no less than the amount of money so invested;
- (5) shares in any investment company registered under the Federal Investment Governmental Agency Act of 1940 whose shares are registered under the Federal Securities Act of 1933 and whose only investments are government securities

described in clause (1) or (2) of this definition and repurchase agreements fully secured by government securities described in clause (1) or (2) of this definition and/or other obligations rated AAA by S&P;

- (6) tax-exempt obligations of any state of the United States, or political subdivision thereof, which are rated AA or better by S&P or mutual funds invested only in such obligations;
- (7) units of a taxable or nontaxable government money-market portfolio composed of U.S. Government obligations and repurchase agreements collateralized by such obligations;
- (8) commercial paper rated A-1 or A-1+ by S&P;
- (9) corporate notes or bonds with one year or less to maturity rated in one of the two highest Rating Categories by S&P; or
- (10) shares of mutual funds, each of which shall have the following characteristics:
 - (i) The mutual fund shall be an open-end diversified investment company registered under the Federal Investment company Act of 1940, as amended;
 - (ii) The management company of the investment company shall have been in operation for at least five (5) years; and
 - (iii) All of the securities in the mutual fund shall be in investments in any one or more of the investments described in (1) and (3) above.

"Prior Bond Legislation" refers collectively to the 1978 Bond Resolution, the KaCOLT Lease of 1990, the KaCOLT Lease of 1993, the KaCOLT Lease of 1995, the Series 2002 Assistance Agreement, and the Series 2001G Assistance Agreement.

"Prior Bonds" refers collectively to the Bonds of 1978, KaCOLT Lease of 1990, KaCOLT Lease of 1993, the KaCOLT Lease of 1995, Series 2002 Loan, and Series 2001G Loan.

"Program" refers to the Issuer's Public Projects Flexible Term Program designed to provide financing for the expansion, addition and improvements of public projects for governmental entities.

"Program Administrator" refers to the Kentucky Rural Water Association, Inc., Bowling Green, Kentucky.

"*Program Reserve Fund*" refers to the Reserve Fund created and established pursuant to Section 4.2 of the Indenture.

"*Project*" refers to financing the cost to currently refund the outstanding Series 2000 Bonds, with the proceeds of the Obligations.

"*Revenue Fund*" refers to the East Clark County Water District Waterworks Revenue Fund created in the Prior Bond Legislation and which Revenue Fund will continue to be maintained for the benefit of the System.

"*Series 1978 Bonds*" refers to the outstanding East Clark County Water District Waterworks Revenue Bonds of 1978, dated February 13, 1979, in the original authorized principal amount of \$322,000.

"*Series 2000 Bonds*" refers to East Clark County Water District Waterworks Revenue Bonds, Series 2000, dated April 1, 2000, in the original authorized principal amount of \$925,000.

"*Series 2001G Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated July 30, 2003, authorizing the Series 2001G Loan.

"*Series 2001G Loan*" refers to the loan in the amount of \$262,000, dated July 30, 2003, to the East Clark County Water District from the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2001G.

"*Series 2002 Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated July 31, 2002, authorizing the Series 2002 Loan.

"*Series 2002 Loan*" refers to the loan in the amount of \$219,000, dated July 31, 2002, to the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002 (the "Series 2002 Loan").

"*Sinking Fund*" refers to the East Clark County Water District Waterworks Revenue Bond Sinking Fund created and confirmed in the Prior Bond Legislation and which Sinking Fund will continue to be maintained for the benefit of the System.

"*System*" refers to the Governmental Agency's waterworks system, together with all future extensions, additions and improvements to said System.

"*Treasurer*" refers to the Treasurer of the Governmental Agency.

"*Trustee*" refers to Regions Bank, Nashville, Tennessee.

"*U.S. Obligations*" refers to bonds, notes, or Treasury Bills, which are direct obligations of the United States of America or obligations fully guaranteed by the United States of America, including book-entry obligations of the United States Treasury-State and Local Government Series, and Trust Receipts representing an ownership interest in direct obligations of the United States.

Section 2. Reaffirmation of Declaration of Waterworks System. That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said Governmental Agency as a waterworks system are hereby in all respects ratified and confirmed; and so long as any of the Obligations hereinafter authorized or permitted to be issued remain outstanding, said System shall be owned, controlled, operated and maintained for the security and source of payment of the Obligations. Said System is hereby declared to constitute a public project within the meaning and application of Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

Section 3. Authorization of Obligations; Place of Payment; Manner of Execution. That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes the borrowing of \$740,000 from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in Exhibit A attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Debit Direct Payment Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Debit Direct Payment Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on Exhibit A attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under this Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on Exhibit A attached hereto, pursuant to the ACH Debit Direct Payment Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by

the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 4. Redemption.

(a) *Optional Redemption.* Subject to the prior written approval of the Compliance Group, the Obligations maturing on or after January 1, 2021 are subject to redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after January 1, 2020 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Governmental Agency desires to optionally redeem a portion of its Obligations, such redemption shall be in a denomination equal to \$5,000 or any integral multiple thereof.

(b) *Notice of Redemption.* The Governmental Agency shall give the Issuer and the Trustee notice of any redemption by sending at least one such notice by first class United States mail not less than 45 and not more than 90 days prior to the date fixed for redemption.

All of said Obligations as to which the Governmental Agency reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given, and for the retirement of which, upon the terms aforesaid, funds are duly provided, will cease to bear interest on the redemption date.

Section 5. Obligations Payable Out of Revenues on a Parity with Prior Bonds.

All of the Obligations and Prior Bonds, together with the interest thereon and such additional bonds ranking on a parity therewith heretofore issued and outstanding and that may be hereafter issued and outstanding from time to time under the conditions and restrictions hereinafter set forth, shall be payable out of the Sinking Fund, as heretofore created in the Prior Bond Legislation and as hereinafter more specifically provided and shall be a valid claim of the holder thereof only against said fund and the fixed portion or amount of the income and revenues of the System of said Governmental Agency pledged to said fund.

Section 6. Compliance with Parity Coverage Requirements of the Prior Bond Legislation. It is hereby declared that in accordance with the provisions of the Prior Bond Legislation, and prior to the issuance of any of the Obligations hereby authorized, there will be procured and filed with the Governmental Agency Clerk of said Governmental Agency any and all statements or certifications for the purpose of having both principal and interest on the Prior Bonds and the Obligations hereby authorized payable on a parity from the income and revenues of said System with said outstanding Prior Bonds.

Section 7. Flow of Funds. All proceedings preliminary to and in connection with the issuance of the Prior Bonds, whereby provision was made for the receipt, custody, and application of the proceeds of the Prior Bonds; for the operation of said System on a revenue-

producing basis; for the segregation, allocation, and custody of the revenues derived from the operation of the System; and for the enforcement and payment of the Prior Bonds; and all other covenants for the benefit of the bondholders set out in the Prior Bond Legislation, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Bonds, the same as if such provisions and proceedings were repeated in full herein; provided, further, that, hereafter, the income and revenues of the System shall be collected, segregated, accounted for, and distributed as follows:

A. Revenue Fund. The Governmental Agency covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the Governmental Agency only for the purpose and in the manner and order of priorities specified in the Prior Bond Legislation, as hereinafter modified by this Assistance Agreement, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Sinking Fund. It is hereby recognized that the Governmental Agency is obligated upon the issuance of the Obligations to provide for additional debt service requirements of the Obligations.

There shall be transferred from the Revenue Fund and deposited into the Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Outstanding Bonds, including the Obligations, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Outstanding Bonds, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Outstanding Bonds maturing on the next succeeding principal payment date.

If the Governmental Agency for any reason shall fail to make any monthly deposit as required, then an amount equal to the deficiency shall be set apart and deposited into the Sinking Fund out of the first available revenues in the ensuing months, which amount shall be in addition to the monthly deposit otherwise required during such succeeding months. Whenever there shall accumulate in the Sinking Fund amounts in excess of the requirements during the next twelve months for paying the principal of and interest due on the Outstanding Bonds, as same fall due, such excess may be used for redemption or prepayment of any Outstanding Bonds, subject to the terms and conditions set forth therein, prior to maturity.

C. Depreciation Fund. Pursuant to the provisions of the Prior Bond Legislation, there shall next be transferred from the Revenue Fund a sum sufficient, each month, to maintain a balance in said Depreciation Fund of at least the sum required by the Prior Bond Legislation, which shall be deposited into the Depreciation Fund.

Moneys in the Depreciation Fund may be withdrawn and used by the Governmental Agency, upon appropriate certification of the Governing Body, in accordance with the provisions of the Prior Bond Legislation, for the purpose of paying the cost of unusual or extraordinary maintenance, repairs, renewals and replacements not included in the annual budget of current expenses and/or of paying the costs of constructing future extensions, additions and improvements to the System which will either enhance its revenue-producing capacity or will provide a higher degree of service, and when necessary, for the purpose of making payments of principal and interest on the Bonds if the amount on deposit in the Sinking Fund is not sufficient to make such payments.

D. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the Governmental Agency's annual budget.

E. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each fiscal year, the balance of excess funds in the Revenue Fund on such date, to the Depreciation Fund for application in accordance with the terms of this Assistance Agreement or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

Provided, however, notwithstanding anything to the contrary in any Prior Bond Legislation, the Governmental Agency shall be allowed a credit to the extent of moneys on deposit in the Program Reserve Fund for the purpose of meeting any parity requirements in any Prior Bond Legislation; subject however, to the limitation that moneys in the Program Reserve Fund may only be used to make payments of the Government Agency due under this Assistance Agreement, if necessary, and; provided further, that the Trustee may not seek payment for any reserve funds held by the Governmental Agency under any Prior Bond Legislation for payment of any amounts due from the Governmental Agency under this Assistance Agreement.

Section 8. Disposition of Proceeds of the Obligations; Governmental Agency Account. Upon (i) the execution of this Assistance Agreement, (ii) the delivery of this Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted in the Program, and (iv) upon receipt by the Governmental Agency of the proceeds of the Obligations, the proceeds shall be applied as follows:

(a) *Disposition of the Proceeds.* There shall first be deducted and paid from the proceeds of the Obligations the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive,

including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

The balance shall be deposited to the Governmental Agency Account to be used for the Project.

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled "East Clark County Water District Governmental Agency Account" (the "Governmental Agency Account") has been created and maintained by the Trustee pursuant to the Indenture; and such amount on deposit in said Governmental Agency Account shall be transferred to Huntington National Bank, Cincinnati, Ohio, as the Paying Agent for the Series 2000 Bonds, as may be required:

(1) To pay the interest on the Series 2000 Bonds accruing from January 1, 2010 to and including June 16, 2010; and

(2) To redeem on June 16, 2010 at a price equal to 101% of principal amount the Series 2000 Bonds that as of that date have not been redeemed, retired or otherwise paid, thereby defeasing the pledge of revenues and the property securing the Series 2000 Bonds.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments in accordance with this Assistance Agreement, shall, as received, be deposited in the Governmental Agency Account.

The Trustee shall be obligated to send written notice to the Governmental Agency of the need for investment directions if and whenever funds in excess of \$50,000 shall remain uninvested for a period of more than five days. In the absence of written direction from the Governmental Agency with respect to investment of moneys held in the Governmental Agency Account, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Permitted Investments under this Assistance Agreement.

No expenditure shall be made from the Governmental Agency Account except for proper and authorized expenses relating to the Project as approved by the Governmental Agency.

After completion of the Project, any balance then remaining on deposit in the Governmental Agency Account shall, subject to any and all applicable legal provisions and applicable arbitrage regulations necessary to assure the exemption of interest on the Obligations from Federal income taxation, upon orders of the Governing Body, be transferred to the Sinking Fund, to be used for the purposes thereof.

Section 9. Arbitrage Limitations.

(a) The Governmental Agency covenants that neither the proceeds of the Obligations, nor "Non-Exempt Revenues" of the System, as defined below, will be invested in investments which will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Obligations, if such investment would cause such Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations thereunder; provided, however, that such proceeds and/or revenues may be invested to whatever extent and whenever the Code and/or applicable regulations permit same to be invested without causing the Obligations to be treated as "arbitrage bonds."

(b) "Non-Exempt Revenues" within the meaning of the foregoing shall be deemed to refer to revenues of the System deposited in any of the funds earmarked for or reasonably expected to be used for the payment of debt service on the Obligations, in excess of "Exempt Revenues," which Exempt Revenues are:

(1) amounts deposited in the Sinking Fund for the purpose of paying debt service on any Obligations against the System within thirteen (13) months from the date of deposit; and

(2) amounts deposited in the Depreciation Fund or any similar reserve for replacements, reasonably expected to be used for extensions, additions, improvements or replacements to the System, and not reasonably expected to be used to pay debt service (even if pledged to be used to pay debt service in the event of the unexpected inadequacy of other funds pledged for that purpose).

(c) If, and to the extent that any Non-Exempt Revenues are on deposit and are available for investment by reason of the foregoing, such funds shall be subject to the investment limitations set out in Subsection (a) above.

(d) On the basis of information furnished to the Governmental Agency, on known facts, circumstances and reasonable expectations on the date of enactment of this Assistance Agreement, the Governmental Agency certifies as follows:

(1) That it is not expected or contemplated that the proceeds of the Obligations will be used or invested in any manner which will cause any of the Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(2) That it is not expected or contemplated that the Governmental Agency will make any use of the proceeds of the Obligations, which, if such use had been reasonably anticipated on the date of issuance of the Obligations, would have caused the Obligations to be arbitrage bonds.

(3) That it is expected and contemplated that the Governmental Agency will comply with (i) all of the requirements of Section 148 of the Code; and (ii) all of the

requirements of the applicable regulations thereunder, to whatever extent is necessary to assure that the Obligations will not be treated as arbitrage bonds.

(4) That it is anticipated that amounts on deposit in the Sinking Fund will be used within 13 months from the date of deposit for the payment of debt service on the outstanding Obligations and all Prior Bonds payable from said Sinking Fund.

(5) That amounts accumulated in the Sinking Fund shall not exceed the limitations set forth in this Assistance Agreement.

(6) That it is not reasonably anticipated that amounts accumulated in the Depreciation Fund will be used for payment of debt service on any bonds payable from the revenues of the System, even though such Depreciation Fund will be so available if necessary to prevent a default in the payment of principal and interest on such bonds.

Prior to or at the time of delivery of the Obligations, the Governmental Agency Chief Executive and/or the Governmental Agency Treasurer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated investment of the proceeds of the Obligations, including the execution of necessary and/or desirable certifications of the type contemplated by the Code and applicable regulations, as amended, in order to assure that interest on the Obligations will be exempt from all federal income taxes and that the Obligations will not constitute or be treated as arbitrage bonds.

Section 10. Parity Bonds. The Obligations shall not be entitled to priority one over the other in the application of the income and revenues of the System, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, regardless of the fact they may be actually issued and delivered at different times, and provided further that the lien and security of and for any bonds or obligations hereafter issued that are payable from the income and revenues of the System, shall, except as set out herein, be subject to the priority of the Prior Bonds and the Obligations as may from time to time be outstanding; provided the Governmental Agency has in said Prior Bond Legislation reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional bonds from time to time payable from the income and revenues of the System ranking on a parity with the Prior Bonds and with the Obligations, but only under the conditions specified in the Prior Bond Legislation, which conditions are hereinafter repeated, taking into account the issuance of the Obligations.

The Governmental Agency reserves the right to finance future extensions, additions, and/or improvements to the System by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from, the revenues of the System pledged to the Prior Bonds and the Obligations, provided;

(a) The facility or facilities to be constructed from the proceeds of the additional parity bonds is or are made a part of the System and its or their revenues are pledged as additional security for the additional parity bonds and the outstanding Prior Bonds and Obligations.

(b) The Governmental Agency is in compliance with all covenants and undertakings in connection with all of the bonds then outstanding and payable from the revenues of the System or any part thereof.

(c) The annual net revenues (defined as gross revenues less operating expenses), of the then existing System for the fiscal year preceding the year in which such Parity Bonds are to be issued, adjusted as hereinafter provided, shall be certified by an independent Certified Public Accountant to be equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued shall, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

(d) The "annual net revenues" referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(i) any revision in the schedule of rates or charges being imposed at the time of the issuance of any such additional Parity Bonds, and

(ii) any increase in the "annual net revenues" to be realized, within 12 months of the completion of the Project, from the proposed extensions, additions, and/or improvements being financed (in whole or in part) by such additional Parity Bonds; provided all such adjustments shall be based upon and included in a certification of a Certified Public Accountant.

(e) Reference is made to the necessity of obtaining the written consent of the United States Department of Agriculture Rural Development or its successor [the "RD"] for the issuance of future bonds encumbering the System while the RD holds any bonds payable from the revenues of the System.

(f) The Governmental Agency hereby covenants and agrees that in the event any additional Parity Bonds are issued, the Governmental Agency shall:

(i) Adjust the monthly amount to be deposited into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, to reflect the annual debt service requirements of the additional Parity Bonds; and

(ii) Adjust the minimum annual amount to be deposited monthly into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, taking into account the future debt service requirements of all first lien bonds which will then be outstanding against the System.

(g) The Governmental Agency reserves the right to issue parity bonds to refund or refinance any part or all of the Prior Bonds and the Obligations, provided that prior to the issuance of such additional parity bonds for that purpose, there shall have been procured and filed with the Governmental Agency Clerk of the Governmental Agency a statement by a Certified Public Accountant, as defined herein, reciting the opinion based upon necessary investigation that:

(i) after the issuance of such parity bonds, the annual net revenues, as adjusted and defined above, of the then existing system for the fiscal year preceding the date of issuance of such Parity Bonds, after taking into account the revised debt service requirements resulting from the issuance of such Parity Bonds and from the elimination of the Bonds being refunded or refinanced thereby, are equal to not less than 120% of the average annual debt service requirements then scheduled to fall due in any fiscal year thereafter for principal of and interest on all of the then outstanding Bonds payable from the revenues of the System, calculated in the manner specified above; or

(ii) in the alternative, that the average annual debt service requirements for the Prior Bonds, the Obligations, any previously issued Parity Bonds and the proposed refunding Parity Bonds, in any year of maturities thereof after the redemption of the Bonds scheduled to be refunded through the issuance of such proposed refunding Parity Bonds, shall not exceed the average annual debt service requirements applicable to the then outstanding Prior Bonds, the Obligations and any previously issued Parity Bonds for any year prior to the issuance of such proposed Parity Bonds and the redemption of the Bonds to be refunded.

Section 11. Rates and Charges for Services of the System. While any Bonds are outstanding and unpaid, the rates for all services of the System rendered by the Governmental Agency to its citizens, corporations, or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of said System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of the outstanding Bonds and the accruing interest on all such Bonds as may be outstanding under the provisions of this Assistance Agreement and the Prior Bond Legislation, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of this Assistance Agreement. Prior to the issuance of the Obligations a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of this Assistance Agreement has been established and adopted.

The Governmental Agency covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Governmental Agency Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the "annual net revenues" (defined as gross revenues less operating expenses) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the then outstanding bonds payable from the revenues of the System, calculated in the manner specified in Section 10 hereof.

Section 12. All Obligations of this Issue Are Equal. The Obligations authorized and permitted to be issued hereunder, and from time to time outstanding, shall not be entitled to priority one over the other in the application of the income and revenues of the System regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, the Prior Bonds and any Parity Bonds authorized or permitted to be issued under the provisions of this Assistance Agreement, regardless of the fact that they may be actually issued and delivered at different times.

Section 13. Defeasance and/or Refunding of Obligations. The Governmental Agency reserves the right, at any time, to cause the pledge of the revenues securing the outstanding Obligations to be defeased and released by paying an amount into an escrow fund sufficient, when invested (or sufficient without such investment, as the case may be) in cash and/or U.S. Obligations, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire all of such outstanding Obligations, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on the outstanding Obligations to and on said date, or (b) to pay all principal and interest requirements on the outstanding Obligations as same mature, without redemption in advance of maturity, the determination of whether to defease under (a) or (b) or both to be made by the Governing Body. Such U.S. Obligations shall have such maturities as to assure that there will be sufficient funds for such purpose. If such defeasance is to be accomplished pursuant to (a), the Governmental Agency shall take all steps necessary to publish the required notice of the redemption of the outstanding Obligations and the applicable redemption date. Upon the proper amount of such investments being placed in escrow and so secured, such revenue pledge shall be automatically fully defeased and released without any further action being necessary.

Section 14. Contractual Nature of Assistance Agreement. The provisions of this Assistance Agreement shall constitute a contract between the Governmental Agency and the Issuer; and after the issuance of any of such Obligations, no change, variation or alteration of any kind in the provisions of this Assistance Agreement, nor of the Prior Bond Legislation, shall be made in any manner except as herein or therein provided until such time as all of the Bonds authorized thereby and the interest thereon have been paid or provided for in full, or as otherwise provided herein; provided (a) that the Governing Body may enact legislation for any other

purpose not inconsistent with the terms of this Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

Section 15. Appointment and Duties of Trustee. The Trustee is hereby designated as the bond registrar and paying agent with respect to the Obligations.

Its duties as Trustee shall be as follows:

- (a) To register all of the Obligations in the names of the Issuer;
- (b) To cancel and destroy (or remit to the Governmental Agency for destruction, if so requested by the Governmental Agency) all exchanged, matured, retired and redeemed Obligations, and to maintain adequate records relevant thereto;
- (c) To remit, but only to the extent that all required funds are made available to the Trustee by the Governmental Agency, semiannual interest payments directly to the Issuer's accounts for the Program;
- (d) To notify the Issuer of any Obligations to be redeemed and to redeem Obligations prior to their stated maturity upon receiving sufficient funds; and
- (e) To supply the Governmental Agency with a written accounting evidencing the payment of interest on and principal of the Obligations within thirty (30) days following each respective due date.

The Trustee shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith in reliance upon such advice. The Trustee shall not be liable for any actions taken in good faith and believed by it to be within its discretion or the power conferred upon it by this Assistance Agreement, or the responsibility for the consequences of any oversight or error in judgment.

The Trustee may at any time resign from its duties set forth in this Assistance Agreement by filing its resignation with the Governmental Agency Clerk and notifying the Issuer. Thereupon, the Issuer shall notify the Governmental Agency of a successor Trustee which shall be an incorporated bank or trust company authorized to transact business in the United States of America. Notwithstanding the foregoing, in the event of the resignation of the Trustee, provision shall be made for the orderly transition of the books, records and accounts relating to the Obligations to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Obligations.

Section 16. Provisions in Conflict Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed; and it is

hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds payable or secured in any manner by all or any part of the income and revenues of the System, or any part thereof, and which have not heretofore been issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered.

Section 17. Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986. In order to assure purchasers of the Obligations that interest thereon will continue to be exempt from federal and Kentucky income taxation (subject to certain exceptions set out below), the Governmental Agency covenants to and with the Issuer that (1) the Governmental Agency will take all actions necessary to comply with the provisions of the Code, (2) the Governmental Agency will take no actions which will violate any of the provisions of the Code, or would cause the Obligations to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Obligations will be used for any purpose which would cause the interest on the Obligations to become subject to federal income taxation, and the Governmental Agency will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations.

The Governmental Agency reserves the right to amend this Assistance Agreement but only with the consent of the Issuer (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Obligations shall be exempt from federal income taxation, and (ii) to whatever extent shall be permissible (without jeopardizing such tax exemption or the security of such owners) to eliminate or reduce any restrictions concerning the investment of the proceeds of these Obligations, or the application of such proceeds or of the revenues of the System. The purchasers of these Obligations are deemed to have relied fully upon these covenants and undertakings on the part of the Governmental Agency as part of the consideration for the purchase of the Obligations. To the extent that the Governmental Agency obtains an opinion of nationally recognized bond counsel to the effect that non-compliance with any of the covenants contained in this Assistance Agreement or referred to in this Assistance Agreement would not subject interest on the Obligations to federal income taxes or Kentucky income taxes, the Governmental Agency shall not be required to comply with such covenants or requirements.

This Assistance Agreement is enacted in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Obligations from Kentucky ad valorem taxation and as to exemption of interest on the Obligations from federal and Kentucky income taxation, based on the assumption by Bond Counsel that the Governmental Agency complies with covenants made by the Governmental Agency with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Governmental Agency with requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations. The Governmental Agency has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 18. Bank Eligibility. The Governmental Agency hereby certifies that it does not reasonably anticipate issuing "qualified tax-exempt obligations" during the calendar year in which the Obligations are being issued in excess of \$30,000,000, and, therefore, the Governmental Agency does hereby designate the Obligations as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code.

Section 19. Insurance.

(a) *Fire and Extended Coverage.* If and to the extent that the System includes structures above ground level, the Governmental Agency shall, upon receipt of the proceeds of the sale of the Obligations, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System, of a kind and in such amounts as would ordinarily be carried by private companies or public bodies engaged in operating a similar utility.

The foregoing fire and extended coverage insurance shall be maintained so long as any of the Obligations are outstanding and shall be in amounts sufficient to provide for not less than full recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System the Governmental Agency shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

(b) *Liability Insurance on Facilities.* So long as any of the Obligations are outstanding, the Governmental Agency shall, procure and maintain, public liability insurance relating to the operation of the facilities of the System, with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death; and not less than \$200,000 from claims for damage to property of others which may arise from the Governmental Agency's operations of the System and any other facilities constituting a portion of the System.

(c) *Vehicle Liability Insurance.* If and to the extent that the Governmental Agency owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Obligations, the Governmental Agency shall, if such insurance is not already in force, procure and maintain, so long as any of the Obligations are outstanding, vehicular public liability insurance with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death, and not less than \$200,000 against claims for damage to property of others which may arise from the operation of such vehicles by the Governmental Agency.

Section 20. Event of Default; Remedies. The following items shall constitute an "Event of Default" on the part of the Governmental Agency:

(a) The failure to pay principal on the Obligations when due and payable, either at maturity or by proceedings for redemption;

(b) The failure to pay any installment of interest on the Obligations when the same shall become due and payable;

(c) The failure of the Governmental Agency to fulfill any of its obligations pursuant to this Assistance Agreement and to cure any such failure within 30 days after receipt of written notice of such failure; and/or

(d) The failure to promptly repair, replace or reconstruct essential facilities of the System after any major damage and/or destruction thereof.

Upon the occurrence of an Event of Default, the Issuer or the Trustee on its behalf, as owner of the Obligations, may enforce and compel the performance of all duties and obligations of the Governmental Agency as set forth herein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Issuer, any court having jurisdiction of the action may appoint a receiver to administer the System on behalf of the Governmental Agency, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Obligations, and for the payment of operation and maintenance expenses of the System, and to provide and apply the income and revenues in conformity with this Assistance Agreement and with the laws of the Commonwealth of Kentucky.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of any of the Obligations may require the Governmental Agency by demand, court order, injunction, or otherwise, to raise all applicable rates charged for services of the System a reasonable amount, consistent with the requirements of this Assistance Agreement.

Section 21. Annual Reports. The Governmental Agency hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the fiscal year ended December 31, 2009) and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 120 days after the end of each fiscal year (December 31).

Section 22. Supplemental Assistance Agreement. The Governmental Agency may, but only with the consent of the Issuer, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Assistance Agreement;
- (b) to subject to the lien and pledge of this Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;
- (c) to add to the conditions, limitations and restrictions on the issuance of bonds, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Governmental Agency in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Governmental Agency or to surrender any right or power herein reserved to or conferred upon the Governmental Agency;
- (e) to effect the issuance of additional Parity Bonds; and/or
- (f) to modify the terms and conditions of this Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

Section 23. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer 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 24. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 25. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall become in default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefore to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 26. Signatures of Officers. If any of the officers whose signatures or facsimile signatures appear on this Assistance Agreement or any other document evidencing the Obligations cease to be such officers before delivery of the Obligations, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until delivery, as provided by KRS 58.040 and KRS 61.390.

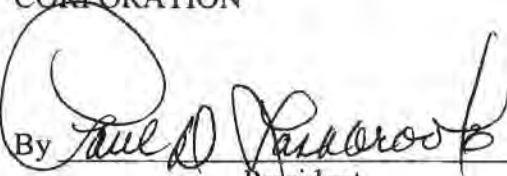
Section 27. Severability Clause. If any section, paragraph, clause or provision of this

Assistance Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Assistance Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  _____
President

Attest:

By _____
Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By  _____
Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By *Steve Ferris*
Chairman

Attest:

By *L. D. Al Mason*
Secretary

EXHIBIT A

Debt Service Schedule

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2010 C

Borrower: East Clark County Water District
 Closing Date: 06/10/10

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
06/10/10						
07/01/10						
01/01/11	15,000.00	2.200%	16,907.11	350.00	32,257.11	
07/01/11			13,009.38		13,009.38	45,266.49
01/01/12	25,000.00	2.200%	13,009.38	350.00	38,359.38	
07/01/12			12,734.38		12,734.38	51,093.76
01/01/13	30,000.00	2.200%	12,734.38	350.00	43,084.38	
07/01/13			12,404.38		12,404.38	55,488.76
01/01/14	30,000.00	2.200%	12,404.38	350.00	42,754.38	
07/01/14			12,074.38		12,074.38	54,828.76
01/01/15	30,000.00	2.325%	12,074.38	350.00	42,424.38	
07/01/15			11,725.63		11,725.63	54,150.01
01/01/16	35,000.00	2.700%	11,725.63	350.00	47,075.63	
07/01/16			11,253.13		11,253.13	58,328.76
01/01/17	35,000.00	3.200%	11,253.13	350.00	46,603.13	
07/01/17			10,693.13		10,693.13	57,296.26
01/01/18	30,000.00	3.200%	10,693.13	350.00	41,043.13	
07/01/18			10,213.13		10,213.13	51,256.26
01/01/19	35,000.00	3.450%	10,213.13	350.00	45,563.13	
07/01/19			9,609.38		9,609.38	55,172.51
01/01/20	35,000.00	3.575%	9,609.38	350.00	44,959.38	
07/01/20			8,983.75		8,983.75	53,943.13
01/01/21	35,000.00	3.700%	8,983.75	350.00	44,333.75	
07/01/21			8,336.25		8,336.25	52,670.00
01/01/22	40,000.00	3.825%	8,336.25	350.00	48,686.25	
07/01/22			7,571.25		7,571.25	56,257.50
01/01/23	40,000.00	3.950%	7,571.25	350.00	47,921.25	
07/01/23			6,781.25		6,781.25	54,702.50
01/01/24	40,000.00	3.950%	6,781.25	350.00	47,131.25	
07/01/24			5,991.25		5,991.25	53,122.50
01/01/25	45,000.00	4.075%	5,991.25	350.00	51,341.25	
07/01/25			5,074.38		5,074.38	56,415.63
01/01/26	45,000.00	4.200%	5,074.38	350.00	50,424.38	
07/01/26			4,129.38		4,129.38	54,553.76
01/01/27	45,000.00	4.200%	4,129.38	350.00	49,479.38	
07/01/27			3,184.38		3,184.38	52,663.76
01/01/28	45,000.00	4.200%	3,184.38	350.00	48,534.38	
07/01/28			2,239.38		2,239.38	50,773.76
01/01/29	50,000.00	4.200%	2,239.38	350.00	52,589.38	
07/01/29			1,189.38		1,189.38	53,778.76
01/01/30	55,000.00	4.325%	1,189.38	350.00	56,539.38	
						56,539.38
Totals	<u>740,000.00</u>		<u>331,302.25</u>	<u>7,000.00</u>	<u>1,078,302.25</u>	

Attachment No. 8b

ASSISTANCE AGREEMENT

BETWEEN

KENTUCKY RURAL WATER FINANCE CORPORATION

AND

EAST CLARK COUNTY WATER DISTRICT

DATED

NOVEMBER 10, 2011

IN THE AMOUNT OF \$520,000

This document was prepared by:

RUBIN & HAYS
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
(502) 569-7525

By

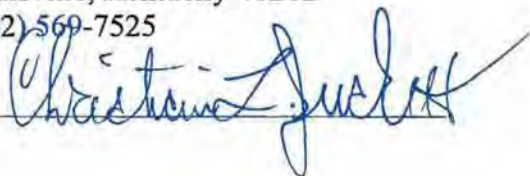


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ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of November 10, 2011 (the "Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program), Series 2001, dated April 4, 2001, in the aggregate principal amount of \$46,000,000 (the "Series 2001 Bonds") pursuant to a Trust Indenture dated as of April 4, 2001 (the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to Assistance Agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2011C (the "Series 2011C Bonds") in the aggregate principal amount of \$5,935,000, pursuant to a Supplemental Trust Indenture No. 42, dated as of November 10, 2011 by and between the Issuer and the Trustee, which Series 2011C Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency, presently owns and operates the waterworks system (the "System") of said Governmental Agency; and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to finance improvements to the System (the "Project"), and the Issuer has determined that the Project is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Issuer; and

WHEREAS, the Issuer has found and determined that the Project will be in furtherance of the purposes of the Issuer and the Governmental Agency under the Act; and

WHEREAS, the Governmental Agency has designated the Issuer as its instrumentality and agency; and

WHEREAS, pursuant to this Assistance Agreement the Governmental Agency will proceed with the Project; and

WHEREAS, in and by the Prior Bond Legislation (as hereinafter defined), the right and privilege was reserved by the Governmental Agency under conditions and restrictions set out in said Prior Bond Legislation, of issuing additional bonds from time to time, payable from the income and revenues of the System and ranking on a parity with the Governmental Agency's outstanding Prior Bonds (as hereinafter defined), for the purpose, among other things, of financing the costs of extensions, additions and improvements to the System and refinancing certain outstanding indebtedness, which conditions and restrictions are found to currently exist and prevail so as to permit the issuance of certain proposed additional bonds so as to rank, when issued, on a parity with the outstanding Prior Bonds; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Governmental Agency that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the "Loan") in the amount of \$520,000 [the "Obligations"], for the purpose of providing funds for the Project and to reaffirm the conditions and restrictions under which similar goods or obligations may be subsequently issue ranking on a parity therewith; and; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, and under the provisions of the Prior Bond Legislation (as hereinafter defined), the Governmental Agency is authorized to enter into this Assistance Agreement and to borrow the Obligations to provide such funds for the purpose aforesaid; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in making available the Loan pursuant to the Act and the Indenture to be applied to the Project upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the financing of the Project subject to the repayment of the Loan and the Obligations and the interest thereon;

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:

Section 1. Definitions. As used in this Assistance Agreement, unless the context requires otherwise:

"*Act*" refers to Chapters 58 and 74 of the Kentucky Revised Statutes.

"*Assistance Agreement*" refers to this Assistance Agreement authorizing the Loan and the Obligations.

"*Bond Counsel*" refers to Rubin & Hays, Kentucky Home Trust Building, 450 South Third Street, Louisville, Kentucky 40202, or any other nationally recognized individual or firm in the field of municipal bond law.

"*Bond Legislation of 1978*" or "*1978 Bond Legislation*" refer to the legislation authorizing the Bonds of 1978, duly adopted by the Governing Body on August 3, 1978.

"*Bondowner*", "*Owner*", "*Bondholder*" means and contemplates, unless the context otherwise indicates, the registered owner of one or more of the Bonds at the time issued and outstanding hereunder.

"*Bonds*" refers to the Obligations, the Prior Bonds and any additional Parity Bonds.

"*Certified Public Accountants*" refers to an independent Certified Public Accountant or firm of Certified Public Accountants, duly licensed in Kentucky and knowledgeable about the affairs of the System and/or of other Governmental Agency financial matters.

"*Code*" refers to the United States Internal Revenue Code of 1986, as amended, and any regulations issued thereunder.

"*Compliance Group*" refers to the Compliance Group identified and defined in the Indenture.

"*Depreciation Fund*" refers to the East Clark County Water District Waterworks Revenue Bond Depreciation Reserve Fund created in the Prior Bond Legislation and which Depreciation Fund will continue to be maintained for the benefit of the System.

"*Engineer*" or "*Independent Consulting Engineer*" refers to an Independent Consulting Engineer or firm of Engineers of excellent national reputation or of recognized excellent reputation in Kentucky in the fields of waterworks and sewer engineering.

"*Funds*" refers collectively to the Sinking Fund, the Revenue Fund, the Operation and Maintenance Fund, the Depreciation Fund, and the Governmental Agency Account.

"*Governing Body*" means the Board of Commissioners of the Governmental Agency or such other body as shall be the governing body of said Governmental Agency under the laws of Kentucky at any given time.

"*Governmental Agency*" refers to the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392.

"*Governmental Agency Chief Executive*" refers to the Chairman of the Governmental Agency.

"*Governmental Agency Clerk*" refers to the Secretary of the Governmental Agency.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 42, dated November 10, 2011, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing December 1, 2011 and continuing through and including July 1, 2031 or until the Loan has been paid in full.

"*Issuer*" refers to the Kentucky Rural Water Finance Corporation, Bowling Green, Kentucky.

"*KaCOLT Lease of 1990*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of November 1, 1990.

"*KaCOLT Lease of 1993*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of June 18, 1993.

"*KaCOLT Lease of 1995*" refers to the Kentucky Association of Counties Leasing Trust Program Lease Agreement, dated as of October 5, 1995.

"*Obligations*" refers to the Loan authorized by this Assistance Agreement in the principal amount of \$520,000, maturing July 1, 2031.

"*Operation and Maintenance Fund*" refers to the East Clark County Water District Waterworks Operation and Maintenance Fund created and confirmed in the Prior Bond Legislation and which Operation and Maintenance Fund will continue to be maintained for the benefit of the System.

"*Outstanding Bonds*" refers collectively to all outstanding Prior Bonds, the outstanding Obligations and any outstanding Parity Bonds, and does not refer to any bonds that have been defeased.

"*Parity Bonds*" means bonds issued in the future, which will, pursuant to the provisions of this Assistance Agreement, rank on a basis of parity with the Obligations and shall not be deemed to include, nor to prohibit the issuance of, bonds ranking inferior in security to the Obligations.

"*Permitted Investments*" refers to investments of funds on deposit in the various funds created herein and includes:

(a) Obligations of the United States and of its agencies and instrumentalities, including obligations subject to repurchase agreements, if delivery of these obligations subject to repurchase agreements is taken either directly or through an authorized custodian. These investments may be accomplished through repurchase agreements reached with sources including but not limited to national or state banks chartered in the Commonwealth of Kentucky;

(b) Obligations and contracts for future delivery or purchase of obligations backed by the full faith and credit of the United States or a United States government agency, including but not limited to:

- i. United States Treasury;
- ii. Export-Import Bank of the United States;
- iii. Farmers Home Administration;
- iv. Government National Mortgage Corporation; and
- v. Merchant Marine bonds;

(c) Obligations of any corporation of the United States government, including but not limited to:

- i. Federal Home Loan Mortgage Corporation;
- ii. Federal Farm Credit Banks;
- iii. Bank for Cooperatives;
- iv. Federal Intermediate Credit Banks;
- v. Federal Land Banks;
- vi. Federal Home Loan Banks;
- vii. Federal National Mortgage Association; and
- viii. Tennessee Valley Authority;

(d) Certificates of deposit issued by or other interest-bearing accounts of any bank or savings and loan institutions which are insured by the Federal Deposit Insurance Corporation or similar entity or which are collateralized, to the extent uninsured, by any obligations, including surety bonds, permitted by KRS Section 41.240(4);

(e) Uncollateralized certificates of deposit issued by any bank or savings and loan institution rated on one (1) of the three (3) highest categories by a nationally recognized rating agency;

(f) Banker's acceptances for banks rated in one (1) of the three (3) highest categories by a nationally recognized rating agency;

(g) Commercial paper rated in the highest category by a nationally recognized rating agency;

(h) Bonds or certificates of indebtedness of the Commonwealth of Kentucky and of its agencies and instrumentalities;

(i) Securities issued by a state or local government, or any instrumentality of agency thereof, in the United States, and rated in one (1) of the three (3) highest categories by a nationally recognized rating agency; and

(j) Shares of mutual funds, each of which shall have the following characteristics:

- i. The mutual fund shall be an open-end diversified investment company registered under the Federal Investment Company Act of 1940, as amended;
- ii. The management company of the investment company shall have been in operation for at least five (5) years; and
- iii. All of the securities in the mutual fund shall be eligible investments under this section.

Investments in the above instruments are subject to the following conditions and limitations:

(a) The amount of money invested at any time by a local government or political subdivision in one (1) or more of the categories of investments authorized by subsection (e), (f), (g), and (i) of this definition shall not exceed twenty percent (20%) of the total amount of money invested by the local government; and

(b) No local government or political subdivision shall purchase any investment authorized herein on a margin basis or through the use of any similar leveraging technique.

"Prior Bond Legislation" refers collectively to the 1978 Bond Resolution, the KaCOLT Lease of 1990, the KaCOLT Lease of 1993, the KaCOLT Lease of 1995, the Series 2002 Assistance Agreement, the Series 2001G Assistance Agreement, and the Series 2010C Assistance Agreement.

"*Prior Bonds*" refers collectively to the Bonds of 1978, KaCOLT Lease of 1990, KaCOLT Lease of 1993, the KaCOLT Lease of 1995, Series 2002 Loan, Series 2001G Loan, and Series 2010C Loan.

"*Program*" refers to the Issuer's Public Projects Flexible Term Program designed to provide financing for the expansion, addition and improvements of public projects for governmental entities.

"*Program Administrator*" refers to the Kentucky Rural Water Association, Inc., Bowling Green, Kentucky.

"*Program Reserve Fund*" refers to the Reserve Fund created and established pursuant to Section 4.2 of the Indenture.

"*Project*" refers to financing the cost to acquire and install a 500,000 gallon elevated water storage tank and appurtenances, to be part of the System with the proceeds of the Obligations.

"*Requisition Certificate*" means the form attached hereto as Exhibit B to be utilized by the Governmental Agency in obtaining disbursements of the Loan from the Governmental Agency Account for the Project.

"*Revenue Fund*" refers to the East Clark County Water District Waterworks Revenue Fund created in the Prior Bond Legislation and which Revenue Fund will continue to be maintained for the benefit of the System.

"*Series 1978 Bonds*" refers to the outstanding East Clark County Water District Waterworks Revenue Bonds of 1978, dated February 13, 1979, in the original authorized principal amount of \$322,000.

"*Series 2000 Bonds*" refers to East Clark County Water District Waterworks Revenue Bonds, Series 2000, dated April 1, 2000, in the original authorized principal amount of \$925,000.

"*Series 2002 Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated July 31, 2002, authorizing the Series 2002 Loan.

"*Series 2002 Loan*" refers to the loan in the amount of \$219,000, dated July 31, 2002, to the East Clark County Water District from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002.

"*Series 2001G Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated July 30, 2003, authorizing the Series 2001G Loan.

"*Series 2001G Loan*" refers to the loan in the amount of \$262,000, dated July 30, 2003, to the East Clark County Water District from the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2001G.

"*Series 2010C Assistance Agreement*" refers to the Assistance Agreement between the Kentucky Rural Water Finance Corporation and the Governmental Agency, dated June 10, 2010, authorizing the Series 2010C Loan.

"*Series 2010C Loan*" refers to the loan in the amount of \$740,000, dated June 10, 2010, to the East Clark County Water District from the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2010C.

"*Sinking Fund*" refers to the East Clark County Water District Waterworks Revenue Bond Sinking Fund created and confirmed in the Prior Bond Legislation and which Sinking Fund will continue to be maintained for the benefit of the System.

"*System*" refers to the Governmental Agency's waterworks system, together with all future extensions, additions and improvements to said System.

"*Treasurer*" refers to the Treasurer of the Governmental Agency.

"*Trustee*" refers to Regions Bank, Nashville, Tennessee.

"*U.S. Obligations*" refers to bonds, notes, or Treasury Bills which are direct obligations of the United States of America or obligations fully guaranteed by the United States of America, including book-entry obligations of the United States Treasury-State and Local Government Series, and Trust Receipts representing an ownership interest in direct obligations of the United States.

Section 2. Reaffirmation of Declaration of Waterworks System. That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said Governmental Agency as a waterworks system are hereby in all respects ratified and confirmed; and so long as any of the Obligations hereinafter authorized or permitted to be issued remain outstanding, said System shall be owned, controlled, operated and maintained for the security and source of payment of the Obligations. Said System is hereby declared to constitute a public project within the meaning and application of Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

Section 3. Authorization of Obligations; Place of Payment; Manner of Execution. That pursuant to the Constitution and laws of Kentucky, and particularly said

Sections 58.010 to 58.140, inclusive of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes the borrowing of \$520,000 from the Program, for the purpose of providing funds for the Project. The Obligations shall mature on July 1, 2031, in such principal amount, and shall bear interest payable on the Interest Payment Date, in the maturities and at the interest rates set forth in Exhibit A attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Debit Direct Payment Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Debit Direct Payment Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on Exhibit A attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under this Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on Exhibit A attached hereto, pursuant to the ACH Debit Direct Payment Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 4. Redemption.

(a) *Optional Redemption.* Subject to the prior written approval of the Compliance Group, the Obligations maturing on or after July 1, 2022 are subject to optional redemption, in whole or in part, by the Governmental Agency prior to their stated maturity, at any time falling on or after July 1, 2021 at a redemption price equal to 100% of the principal amount of the Obligations called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Governmental Agency desires to optionally redeem a portion of its Obligations, such redemption shall be in a denomination equal to \$5,000 or any integral multiple thereof.

(b) *Notice of Redemption.* The Governmental Agency shall give the Issuer and the Trustee notice of any redemption by sending at least one such notice by first class United States mail not less than 45 and not more than 90 days prior to the date fixed for redemption.

All of said Obligations as to which the Governmental Agency reserves and exercises the right of redemption and as to which notice as aforesaid shall have been given, and for the retirement of which, upon the terms aforesaid, funds are duly provided, will cease to bear interest on the redemption date.

Section 5. Obligations Payable Out of Revenues on a Parity with Prior Bonds.

All of the Obligations and Prior Bonds, together with the interest thereon and such additional bonds ranking on a parity therewith heretofore issued and outstanding and that may be hereafter issued and outstanding from time to time under the conditions and restrictions hereinafter set forth, shall be payable out of the Sinking Fund, as heretofore created in the Prior Bond Legislation and as hereinafter more specifically provided and shall be a valid claim of the holder thereof only against said fund and the fixed portion or amount of the income and revenues of the System of said Governmental Agency pledged to said fund.

Section 6. Compliance with Parity Coverage Requirements of the Prior Bond Legislation. It is hereby declared that in accordance with the provisions of the Prior Bond Legislation, and prior to the issuance of any of the Obligations hereby authorized, there will be procured and filed with the Governmental Agency Clerk of said Governmental Agency any and all statements or certifications for the purpose of having both principal and interest on the Prior Bonds and the Obligations hereby authorized payable on a parity from the income and revenues of said System with said outstanding Prior Bonds.

Section 7. Flow of Funds. All proceedings preliminary to and in connection with the issuance of the Prior Bonds, whereby provision was made for the receipt, custody, and application of the proceeds of the Prior Bonds; for the operation of said System on a revenue-producing basis; for the segregation, allocation, and custody of the revenues derived from the operation of the System; and for the enforcement and payment of the Prior Bonds; and all other covenants for the benefit of the bondholders set out in the Prior Bond Legislation, are hereby ratified and confirmed and shall continue in force and inure to the security and benefit of the Bonds, the same as if such provisions and proceedings were repeated in full herein; provided, further, that, hereafter, the income and revenues of the System shall be collected, segregated, accounted for, and distributed as follows:

A. Revenue Fund. The Governmental Agency covenants and agrees that it will continue to deposit in the Revenue Fund, promptly as received from time to time, all revenues of the System, as same may be extended and improved from time to time. The moneys in the Revenue Fund shall continue to be used, disbursed and applied by the Governmental Agency only for the purpose and in the manner and order of priorities specified in the Prior Bond Legislation, as hereinafter modified by this Assistance Agreement, all as permitted by the Act, and in accordance with previous contractual commitments.

B. Sinking Fund. It is hereby recognized that the Governmental Agency is obligated upon the issuance of the Obligations to provide for additional debt service requirements of the Obligations.

There shall be transferred from the Revenue Fund and deposited into the Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Outstanding Bonds, including the Obligations, a sum equal to the total of the following:

- (1) An amount equal to one-sixth (1/6) of the next succeeding six-month interest payment to become due on the Outstanding Bonds, plus
- (2) A sum equal to one-twelfth (1/12) of the principal of any Outstanding Bonds maturing on the next succeeding principal payment date.

If the Governmental Agency for any reason shall fail to make any monthly deposit as required, then an amount equal to the deficiency shall be set apart and deposited into the Sinking Fund out of the first available revenues in the ensuing months, which amount shall be in addition to the monthly deposit otherwise required during such succeeding months. Whenever there shall accumulate in the Sinking Fund amounts in excess of the requirements during the next twelve months for paying the principal of and interest due on the Outstanding Bonds, as same fall due, such excess may be used for redemption or prepayment of any Outstanding Bonds, subject to the terms and conditions set forth therein, prior to maturity.

C. Depreciation Fund. Pursuant to the provisions of the Prior Bond Legislation, there shall next be transferred from the Revenue Fund a sum sufficient, each month, to maintain a balance in said Depreciation Fund of at least the sum required by the Prior Bond Legislation, which shall be deposited into the Depreciation Fund.

Moneys in the Depreciation Fund may be withdrawn and used by the Governmental Agency, upon appropriate certification of the Governing Body, in accordance with the provisions of the Prior Bond Legislation, for the purpose of paying the cost of unusual or extraordinary maintenance, repairs, renewals and replacements not included in the annual budget of current expenses and/or of paying the costs of constructing future extensions, additions and improvements to the System which will either enhance its revenue-producing capacity or will provide a higher degree of service, and when necessary, for the purpose of making payments of principal and interest on the Bonds if the amount on deposit in the Sinking Fund is not sufficient to make such payments.

D. Operation and Maintenance Fund. There shall next be transferred monthly from the Revenue Fund and deposited into said Operation and Maintenance Fund, sums sufficient to meet the current expenses of operating and maintaining the System. The balance maintained in said Operation and Maintenance Fund shall not be in excess of the amount required to cover anticipated System expenditures for a two-month period pursuant to the Governmental Agency's annual budget.

E. Surplus Funds. Subject to the provisions for the disposition of the income and revenues of the System as set forth hereinabove, which provisions are cumulative, and after paying or providing for the payment of debt service on any subordinate obligations, there shall be transferred, within sixty days after the end of each fiscal year, the balance of excess funds in the Revenue Fund on such date, to the Depreciation Fund for application in accordance with the terms of this Assistance Agreement or to the Sinking Fund to be applied to the maximum extent feasible, to the prompt purchase or redemption of Outstanding Bonds.

Provided, however, notwithstanding anything to the contrary in any Prior Bond Legislation, the Governmental Agency shall be allowed a credit to the extent of moneys on deposit in the Program Reserve Fund for the purpose of meeting any parity requirements in any Prior Bond Legislation; subject however, to the limitation that moneys in the Program Reserve Fund may only be used to make payments of the Government Agency due under this Assistance Agreement, if necessary, and; provided further, that the Trustee may not seek payment for any reserve funds held by the Governmental Agency under any Prior Bond Legislation for payment of any amounts due from the Governmental Agency under this Assistance Agreement.

Section 8. Disposition of Proceeds of the Obligations; Governmental Agency Account. Upon (i) the execution of this Assistance Agreement, (ii) the delivery of this Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted into the Program, and (iv) upon receipt by the Governmental Agency of the proceeds of the Obligations, the proceeds shall be applied as follows:

(a) *Disposition of the Proceeds.* There shall first be deducted and paid from the proceeds of the Obligations the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

The balance shall be deposited to the Governmental Agency Account to be used for the Project.

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled "East Clark County Water District Governmental Agency Account" (the "Governmental Agency Account") has been created and maintained by the Trustee pursuant to the Indenture; and the amount on deposit in said Governmental Agency Account shall be applied to the extent necessary, to pay the cost of the Project.

Investment income derived from investment of the Governmental Agency Account, which shall be invested in Permitted Investments in accordance with this Assistance Agreement, shall, as received, be deposited in the Governmental Agency Account.

The Trustee shall be obligated to send written notice to the Governmental Agency of the need for investment directions if and whenever funds in excess of \$50,000 shall remain uninvested for a period of more than five days. In the absence of written direction from the Governmental Agency with respect to investment of moneys held in the Governmental Agency Account, the Trustee is hereby directed to invest funds in money market mutual funds of the Trustee or its affiliates that qualify as Permitted Investments under this Assistance Agreement.

Payment from the Governmental Agency Account for costs in connection with the Project shall be made only upon a Requisition Certificate delivered to the Trustee and signed by the Governmental Agency Chief Executive, and by said delivery the Governmental Agency Chief Executive certifies in each instance that the Requisition Certificate represents a sum necessary to be expended for the Project.

No expenditure shall be made from the Governmental Agency Account except for proper and authorized expenses relating to the Project in accordance with the contracts, plans and specifications approved by the Governmental Agency.

After completion of the Project any balance then remaining on deposit in the Governmental Agency Account shall, subject to any and all applicable legal provisions and applicable arbitrage regulations necessary to assure the exemption of interest on the Obligations from Federal income taxation, upon orders of the Governing Body, be transferred to the Sinking Fund, to be used for the purposes thereof.

Section 9. Arbitrage Limitations.

(a) The Governmental Agency covenants that neither the proceeds of the Obligations, nor "Non-Exempt Revenues" of the System, as defined below, will be invested in investments which will produce a net adjusted yield in excess of the net interest cost (effective yield) of the Obligations, if such investment would cause such Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code, as amended, and the applicable regulations thereunder; provided, however, that such proceeds and/or revenues may be invested to whatever extent and whenever the Code and/or applicable regulations permit same to be invested without causing the Obligations to be treated as "arbitrage bonds."

(b) "Non-Exempt Revenues" within the meaning of the foregoing shall be deemed to refer to revenues of the System deposited in any of the funds earmarked for or reasonably expected to be used for the payment of debt service on the Obligations, in excess of "Exempt Revenues," which Exempt Revenues are:

(1) amounts deposited in a sinking fund for the purpose of paying debt service on any Obligations against the System within thirteen (13) months from the date of deposit; and

(2) amounts deposited in a depreciation fund or any similar reserve for replacements, reasonably expected to be used for extensions, additions, improvements or replacements to the System, and not reasonably expected to be used to pay debt service (even if pledged to be used to pay debt service in the event of the unexpected inadequacy of other funds pledged for that purpose).

(c) If, and to the extent that any Non-Exempt Revenues are on deposit and are available for investment by reason of the foregoing, such funds shall be subject to the investment limitations set out in Subsection (a) above.

(d) On the basis of information furnished to the Governmental Agency, on known facts, circumstances and reasonable expectations on the date of enactment of this Assistance Agreement, the Governmental Agency certifies as follows:

(1) That it is not expected or contemplated that the proceeds of the Obligations will be used or invested in any manner which will cause any of the Obligations to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable regulations thereunder.

(2) That it is not expected or contemplated that the Governmental Agency will make any use of the proceeds of the Obligations, which, if such use had been reasonably anticipated on the date of issuance of the Obligations, would have caused the Obligations to be arbitrage bonds.

(3) That it is expected and contemplated that the Governmental Agency will comply with (i) all of the requirements of Section 148 of the Code; and (ii) all of the requirements of the applicable regulations thereunder, to whatever extent is necessary to assure that the Obligations will not be treated as arbitrage bonds.

(4) That it is anticipated that amounts on deposit in the Sinking Fund will be used within 13 months from the date of deposit for the payment of debt service on the outstanding Obligations payable from said Sinking Fund.

(5) That amounts accumulated in the Sinking Fund shall not exceed the limitations set forth in this Assistance Agreement.

(6) That it is not reasonably anticipated that amounts accumulated in a depreciation fund will be used for payment of debt service on any bonds payable from the revenues of the System, even though such depreciation fund will be so available if necessary to prevent a default in the payment of principal and interest on such bonds.

Prior to or at the time of delivery of the Obligations, the Governmental Agency Chief Executive and/or the Governmental Agency Treasurer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and

contemplated facts concerning such anticipated investment of the proceeds of the Obligations, including the execution of necessary and/or desirable certifications of the type contemplated by the Code and applicable regulations, as amended, in order to assure that interest on the Obligations will be exempt from all federal income taxes and that the Obligations will not constitute or be treated as arbitrage bonds.

Section 10. Parity Bonds. The Obligations shall not be entitled to priority one over the other in the application of the income and revenues of the System, regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, regardless of the fact they may be actually issued and delivered at different times, and provided further that the lien and security of and for any bonds or obligations hereafter issued that are payable from the income and revenues of the System, shall, except as set out herein, be subject to the priority of the Prior Bonds and the Obligations as may from time to time be outstanding; provided the Governmental Agency has in said Prior Bond Legislation reserved the right and privilege, and does hereby reserve the right and privilege, of issuing additional bonds from time to time payable from the income and revenues of the System ranking on a parity with the Prior Bonds and with the Obligations, but only under the conditions specified in the Prior Bond Legislation, which conditions are hereinafter repeated, taking into account the issuance of the Obligations.

The Governmental Agency reserves the right to finance future extensions, additions, and/or improvements to the System by the issuance of one or more additional series of bonds to be secured by a parity lien on and ratably payable from, the revenues of the System pledged to the Prior Bonds and the Obligations, provided;

(a) The facility or facilities to be constructed from the proceeds of the additional parity bonds is or are made a part of the System and its or their revenues are pledged as additional security for the additional parity bonds and the outstanding Prior Bonds and Obligations.

(b) The Governmental Agency is in compliance with all covenants and undertakings in connection with all of the bonds then outstanding and payable from the revenues of the System or any part thereof.

(c) The annual net revenues (defined as gross revenues less operating expenses), of the then existing System for the fiscal year preceding the year in which such Parity Bonds are to be issued, adjusted as hereinafter provided, shall be certified by an independent Certified Public Accountant to be equal at least one hundred twenty percent (120%) of the average annual debt service requirements for principal and interest on all Outstanding Bonds payable from the revenues of the System, plus the anticipated debt service requirements of any Parity Bonds then proposed to be issued. The calculation of average annual debt service requirements of principal and interest on the additional Parity Bonds to be issued shall, regardless of whether such additional Parity Bonds are to be serial or term bonds, be determined on the basis of the principal of and interest on such Parity Bonds being payable in approximately equal annual installments.

(d) The "annual net revenues" referred to above may be adjusted for the purpose of the foregoing computations to reflect:

(i) any revision in the schedule of rates or charges being imposed at the time of the issuance of any such additional Parity Bonds, and

(ii) any increase in the "annual net revenues" to be realized, within 12 months of the completion of the Project, from the proposed extensions, additions, and/or improvements being financed (in whole or in part) by such additional Parity Bonds; provided all such adjustments shall be based upon and included in a certification of a Certified Public Accountant.

(e) Reference is made to the necessity of obtaining the written consent of the United States Department of Agriculture Rural Development or its successor [the "RD"] for the issuance of future bonds encumbering the System while the RD holds any bonds payable from the revenues of the System.

(f) The Governmental Agency hereby covenants and agrees that in the event any additional Parity Bonds are issued, the Governmental Agency shall:

(i) Adjust the monthly amount to be deposited into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, to reflect the annual debt service requirements of the additional Parity Bonds; and

(ii) Adjust the minimum annual amount to be deposited monthly into the Sinking Fund on the same basis as that prescribed in the provisions establishing such Sinking Fund, taking into account the future debt service requirements of all first lien bonds which will then be outstanding against the System.

(g) The Governmental Agency reserves the right to issue parity bonds to refund or refinance any part or all of the Prior Bonds and the Obligations, provided that prior to the issuance of such additional parity bonds for that purpose, there shall have been procured and filed with the Governmental Agency Clerk of the Governmental Agency a statement by a Certified Public Accountant, as defined herein, reciting the opinion based upon necessary investigation that:

(i) after the issuance of such parity bonds, the annual net revenues, as adjusted and defined above, of the then existing system for the fiscal year preceding the date of issuance of such Parity Bonds, after taking into account the revised debt service requirements resulting from the issuance of such Parity Bonds and from the elimination of the Bonds being refunded or refinanced thereby, are equal to not less than 120% of the average annual debt service requirements then scheduled to fall due in any fiscal year

thereafter for principal of and interest on all of the then outstanding Bonds payable from the revenues of the System, calculated in the manner specified above; or

(ii) in the alternative, that the average annual debt service requirements for the Prior Bonds, the Obligations, any previously issued Parity Bonds and the proposed refunding Parity Bonds, in any year of maturities thereof after the redemption of the Bonds scheduled to be refunded through the issuance of such proposed refunding Parity Bonds, shall not exceed the average annual debt service requirements applicable to the then outstanding Prior Bonds, the Obligations and any previously issued Parity Bonds for any year prior to the issuance of such proposed Parity Bonds and the redemption of the Bonds to be refunded.

Section 11. Rates and Charges for Services of the System. While any Bonds are outstanding and unpaid, the rates for all services of the System rendered by the Governmental Agency to its citizens, corporations, or others requiring the same, shall be reasonable and just, taking into account and consideration the cost and value of said System, the cost of maintaining and operating the same, the proper and necessary allowances for depreciation thereof, and the amounts necessary for the retirement of the outstanding Bonds and the accruing interest on all such Bonds as may be outstanding under the provisions of this Assistance Agreement and the Prior Bond Legislation, and there shall be charged such rates and amounts as shall be adequate to meet all requirements of the provisions of this Assistance Agreement. Prior to the issuance of the Obligations a schedule of rates and charges for the services rendered by the System to all users adequate to meet all requirements of this Assistance Agreement has been established and adopted.

The Governmental Agency covenants that it will not reduce the rates and charges for the services rendered by the System without first filing with the Governmental Agency Clerk a certification of an Independent Consulting Engineer or a Certified Public Accountant that the "annual net revenues" (defined as gross revenues less operating expenses) of the then existing System for the fiscal year preceding the year in which such reduction is proposed, as such annual net revenues are adjusted, after taking into account the projected reduction in annual net revenues anticipated to result from any such proposed rate decrease, are equal to not less than 120% of the average annual debt service requirements for principal and interest on all of the then outstanding bonds payable from the revenues of the System, calculated in the manner specified in Section 10 hereof.

Section 12. All Obligations of this Issue Are Equal. The Obligations authorized and permitted to be issued hereunder, and from time to time outstanding, shall not be entitled to priority one over the other in the application of the income and revenues of the System regardless of the time or times of their issuance, it being the intention that there shall be no priority among the Obligations, the Prior Bonds and any Parity Bonds authorized or permitted to be issued under the provisions of this Assistance Agreement, regardless of the fact that they may be actually issued and delivered at different times.

Section 13. Defeasance and/or Refunding of Obligations. The Governmental Agency reserves the right, at any time, to cause the pledge of the revenues securing the outstanding Obligations to be defeased and released by paying an amount into an escrow fund sufficient, when invested (or sufficient without such investment, as the case may be) in cash and/or U.S. Obligations, to assure the availability in such escrow fund of an adequate amount (a) to call for redemption and to redeem and retire all of such outstanding Obligations, both as to principal and as to interest, on the next or any optional redemption date, including all costs and expenses in connection therewith, and to pay all principal and interest falling due on the outstanding Obligations to and on said date, or (b) to pay all principal and interest requirements on the outstanding Obligations as same mature, without redemption in advance of maturity, the determination of whether to defease under (a) or (b) or both to be made by the Governing Body. Such U.S. Obligations shall have such maturities as to assure that there will be sufficient funds for such purpose. If such defeasance is to be accomplished pursuant to (a), the Governmental Agency shall take all steps necessary to publish the required notice of the redemption of the outstanding Obligations and the applicable redemption date. Upon the proper amount of such investments being placed in escrow and so secured, such revenue pledge shall be automatically fully defeased and released without any further action being necessary.

Section 14. Contractual Nature of Assistance Agreement. The provisions of this Assistance Agreement shall constitute a contract between the Governmental Agency and the Issuer; and after the issuance of any of such Obligations, no change, variation or alteration of any kind in the provisions of this Assistance Agreement, nor of the Prior Bond Legislation, shall be made in any manner except as herein or therein provided until such time as all of the Bonds authorized thereby and the interest thereon have been paid or provided for in full, or as otherwise provided herein; provided (a) that the Governing Body may enact legislation for any other purpose not inconsistent with the terms of this Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

Section 15. Appointment and Duties of Trustee. The Trustee is hereby designated as the bond registrar and paying agent with respect to the Obligations.

Its duties as Trustee shall be as follows:

- (a) To register all of the Obligations in the names of the Issuer;
- (b) To cancel and destroy (or remit to the Governmental Agency for destruction, if so requested by the Governmental Agency) all exchanged, matured, retired and redeemed Obligations, and to maintain adequate records relevant thereto;
- (c) To remit, but only to the extent that all required funds are made available to the Trustee by the Governmental Agency, semiannual interest payments directly to the Issuer's accounts for the Program;

(d) To notify the Issuer of any Obligations to be redeemed and to redeem Obligations prior to their stated maturity upon receiving sufficient funds; and

(e) To supply the Governmental Agency with a written accounting evidencing the payment of interest on and principal of the Obligations within thirty (30) days following each respective due date.

The Trustee shall be entitled to the advice of counsel and shall be protected for any acts taken by it in good faith in reliance upon such advice. The Trustee shall not be liable for any actions taken in good faith and believed by it to be within its discretion or the power conferred upon it by this Assistance Agreement, or the responsibility for the consequences of any oversight or error in judgment.

The Trustee may at any time resign from its duties set forth in this Assistance Agreement by filing its resignation with the Governmental Agency Clerk and notifying the Issuer. Thereupon, the Issuer shall notify the Governmental Agency of a successor Trustee which shall be an incorporated bank or trust company authorized to transact business in the United States of America. Notwithstanding the foregoing, in the event of the resignation of the Trustee, provision shall be made for the orderly transition of the books, records and accounts relating to the Obligations to the successor Trustee in order that there will be no delinquencies in the payment of interest or principal due on the Obligations.

Section 16. Provisions in Conflict Repealed. All ordinances, resolutions and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby repealed; and it is hereby specifically ordered and provided that any proceedings heretofore taken for the issuance of other bonds payable or secured in any manner by all or any part of the income and revenues of the System, or any part thereof, and which have not heretofore been issued and delivered, are hereby revoked and rescinded, and none of such other bonds shall be issued and delivered.

Section 17. Covenant of Governmental Agency to Take All Action Necessary to Assure Compliance with the Internal Revenue Code of 1986. In order to assure purchasers of the Obligations that interest thereon will continue to be exempt from federal and Kentucky income taxation (subject to certain exceptions set out below), the Governmental Agency covenants to and with the Issuer that (1) the Governmental Agency will take all actions necessary to comply with the provisions of the Code, (2) the Governmental Agency will take no actions which will violate any of the provisions of the Code, or would cause the Obligations to become "private activity bonds" within the meaning of the Code, (3) none of the proceeds of the Obligations will be used for any purpose which would cause the interest on the Obligations to become subject to federal income taxation, and the Governmental Agency will comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations.

The Governmental Agency reserves the right to amend this Assistance Agreement but only with the consent of the Issuer (i) to whatever extent shall, in the opinion of Bond Counsel, be deemed necessary to assure that interest on the Obligations shall be exempt from federal income taxation, and (ii) to whatever extent shall be permissible (without jeopardizing such tax exemption or the security of such owners) to eliminate or reduce any restrictions concerning the investment of the proceeds of these Obligations, or the application of such proceeds or of the revenues of the System. The purchasers of these Obligations are deemed to have relied fully upon these covenants and undertakings on the part of the Governmental Agency as part of the consideration for the purchase of the Obligations. To the extent that the Governmental Agency obtains an opinion of nationally recognized bond counsel to the effect that non-compliance with any of the covenants contained in this Assistance Agreement or referred to in this Assistance Agreement would not subject interest on the Obligations to federal income taxes or Kentucky income taxes, the Governmental Agency shall not be required to comply with such covenants or requirements.

This Assistance Agreement is enacted in contemplation that Bond Counsel will render an opinion as to exemption of principal of the Obligations from Kentucky ad valorem taxation and as to exemption of interest on the Obligations from federal and Kentucky income taxation, based on the assumption by Bond Counsel that the Governmental Agency complies with covenants made by the Governmental Agency with respect to compliance with the provisions of the Code, and based on the assumption of compliance by the Governmental Agency with requirements as to any required rebate (and reports with reference thereto) to the United States of America of certain investment earnings on the proceeds of the Obligations. The Governmental Agency has been advised that based on the foregoing assumptions of compliance, Bond Counsel is of the opinion that the Obligations are not "arbitrage bonds" within the meaning of Section 148 of the Code.

Section 18. Bank Eligibility. The Governmental Agency hereby certifies that it does not reasonably anticipate issuing "qualified tax-exempt obligations" during the calendar year in which the Obligations are being issued in excess of \$30,000,000, and, therefore, the Governmental Agency does hereby designate the Obligations as "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b)(3) of the Code.

Section 19. Insurance.

(a) *Fire and Extended Coverage.* If and to the extent that the System includes structures above ground level, the Governmental Agency shall, upon receipt of the proceeds of the sale of the Obligations, if such insurance is not already in force, procure fire and extended coverage insurance on the insurable portion of all of the facilities of the System, of a kind and in such amounts as would ordinarily be carried by private companies or public bodies engaged in operating a similar utility.

The foregoing fire and extended coverage insurance shall be maintained so long as any of the Obligations are outstanding and shall be in amounts sufficient to provide for not less than full

recovery whenever a loss from perils insured against does not exceed eighty percent (80%) of the full insurable value of the damaged facility.

In the event of any damage to or destruction of any part of the System the Governmental Agency shall promptly arrange for the application of the insurance proceeds for the repair or reconstruction of the damaged or destroyed portion thereof.

(b) *Liability Insurance on Facilities.* So long as any of the Obligations are outstanding, the Governmental Agency shall, procure and maintain, public liability insurance relating to the operation of the facilities of the System, with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death; and not less than \$200,000 from claims for damage to property of others which may arise from the Governmental Agency's operations of the System and any other facilities constituting a portion of the System.

(c) *Vehicle Liability Insurance.* If and to the extent that the Governmental Agency owns or operates vehicles in the operation of the System, upon receipt of the proceeds of the Obligations, the Governmental Agency shall, if such insurance is not already in force, procure and maintain, so long as any of the Obligations are outstanding, vehicular public liability insurance with limits of not less than \$200,000 for one person and \$1,000,000 for more than one person involved in one accident, to protect the Governmental Agency from claims for bodily injury and/or death, and not less than \$200,000 against claims for damage to property of others which may arise from the operation of such vehicles by the Governmental Agency.

Section 20. Event of Default; Remedies. The following items shall constitute an "Event of Default" on the part of the Governmental Agency:

(a) The failure to pay principal on the Obligations when due and payable, either at maturity or by proceedings for redemption;

(b) The failure to pay any installment of interest on the Obligations when the same shall become due and payable;

(c) The failure of the Governmental Agency to fulfill any of its obligations pursuant to this Assistance Agreement and to cure any such failure within 30 days after receipt of written notice of such failure; and/or

(d) The failure to promptly repair, replace or reconstruct essential facilities of the System after any major damage and/or destruction thereof.

Upon the occurrence of an Event of Default, the Issuer or the Trustee on its behalf, as owner of the Obligations, may enforce and compel the performance of all duties and obligations of the Governmental Agency as set forth herein. Upon the occurrence of an Event of Default, then, upon the filing of suit by the Trustee or the Issuer, any court having jurisdiction of the

action may appoint a receiver to administer the System on behalf of the Governmental Agency, with power to charge and collect rates sufficient to provide for the payment of the principal of and interest on the Obligations, and for the payment of operation and maintenance expenses of the System, and to provide and apply the income and revenues in conformity with this Assistance Agreement and with the laws of the Commonwealth of Kentucky.

In addition to and apart from the foregoing, upon the occurrence of an Event of Default, the owner of any of the Obligations may require the Governmental Agency by demand, court order, injunction, or otherwise, to raise all applicable rates charged for services of the System a reasonable amount, consistent with the requirements of this Assistance Agreement.

Section 21. Annual Reports. The Governmental Agency hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the fiscal year ended December 31, 2011) and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 120 days after the end of each fiscal year (December 31).

Section 22. Supplemental Assistance Agreement. The Governmental Agency may, but only with the consent of the Issuer, execute one or more supplemental Assistance Agreements as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Assistance Agreement;
- (b) to subject to the lien and pledge of this Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;
- (c) to add to the conditions, limitations and restrictions on the issuance of bonds, other conditions, limitations and restrictions thereafter to be observed;
- (d) to add to the covenants and agreements of the Governmental Agency in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Governmental Agency or to surrender any right or power herein reserved to or conferred upon the Governmental Agency;
- (e) to effect the issuance of additional Parity Bonds; and/or
- (f) to modify the terms and conditions of this Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

Section 23. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer 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 24. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 25. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto shall become in default under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefore to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 26. Signatures of Officers. If any of the officers whose signatures or facsimile signatures appear on this Assistance Agreement or any other document evidencing the Obligations cease to be such officers before delivery of the Obligations, such signatures shall nevertheless be valid for all purposes the same as if such officers had remained in office until delivery, as provided by KRS 58.040 and KRS 61.390.

Section 27. Severability Clause. If any section, paragraph, clause or provision of this Assistance Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Assistance Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By  President

Attest:

Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By _____
Chairman

Attest:

Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:



Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By _____
Chairman

Attest:

Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By Fred Ferrin
Chairman

Attest:

L. P. Maram
Secretary

EXHIBIT A

Debt Service Schedule

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2011 C

Borrower: East Clark County Water District
 Closing Date: 11/10/11

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
11/10/11						
07/01/12	15,000.00		13,755.97		28,755.97	28,755.97
01/01/13		2.150%	9,325.63	350.00	9,675.63	
07/01/13	20,000.00		9,325.63		29,325.63	39,001.26
01/01/14		3.150%	9,010.63	350.00	9,360.63	
07/01/14	20,000.00		9,010.63		29,010.63	38,371.26
01/01/15		3.150%	8,695.63	350.00	9,045.63	
07/01/15	20,000.00		8,695.63		28,695.63	37,741.26
01/01/16		3.150%	8,380.63	350.00	8,730.63	
07/01/16	20,000.00		8,380.63		28,380.63	37,111.26
01/01/17		3.150%	8,065.63	350.00	8,415.63	
07/01/17	20,000.00		8,065.63		28,065.63	36,481.26
01/01/18		3.150%	7,750.63	350.00	8,100.63	
07/01/18	25,000.00		7,750.63		32,750.63	40,851.26
01/01/19		3.150%	7,356.88	350.00	7,706.88	
07/01/19	25,000.00		7,356.88		32,356.88	40,063.76
01/01/20		3.150%	6,963.13	350.00	7,313.13	
07/01/20	25,000.00		6,963.13		31,963.13	39,276.26
01/01/21		3.150%	6,569.38	350.00	6,919.38	
07/01/21	25,000.00		6,569.38		31,569.38	38,488.76
01/01/22		3.400%	6,144.38	350.00	6,494.38	
07/01/22	25,000.00		6,144.38		31,144.38	37,638.76
01/01/23		3.400%	5,719.38	350.00	6,069.38	
07/01/23	25,000.00		5,719.38		30,719.38	36,788.76
01/01/24		3.650%	5,263.13	350.00	5,613.13	
07/01/24	30,000.00		5,263.13		35,263.13	40,876.26
01/01/25		3.775%	4,696.88	350.00	5,046.88	
07/01/25	30,000.00		4,696.88		34,696.88	39,743.76
01/01/26		3.900%	4,111.88	350.00	4,461.88	
07/01/26	30,000.00		4,111.88		34,111.88	38,573.76
01/01/27		4.150%	3,489.38	350.00	3,839.38	
07/01/27	30,000.00		3,489.38		33,489.38	37,328.76
01/01/28		4.150%	2,866.88	350.00	3,216.88	
07/01/28	30,000.00		2,866.88		32,866.88	36,083.76
01/01/29		4.150%	2,244.38	350.00	2,594.38	
07/01/29	35,000.00		2,244.38		37,244.38	39,838.76
01/01/30		4.275%	1,496.25	350.00	1,846.25	
07/01/30	35,000.00		1,496.25		36,496.25	38,342.50
01/01/31		4.275%	748.13	350.00	1,098.13	
07/01/31	35,000.00		748.13		35,748.13	36,846.26
Totals	<u>520,000.00</u>		<u>231,553.65</u>	<u>6,650.00</u>	<u>758,203.65</u>	

EXHIBIT B

REQUISITION CERTIFICATE

Request No. _____

Dated _____

To: Regions Bank
315 Union Street
P.O. Box 198977
Nashville, Tennessee 37219
Fax Number: (615) 687-4503

From: East Clark County Water District ("Governmental Agency")
Contact Person: Mr. _____, Chairman
P.O. Box 112, Winchester, Kentucky 40392

Re: Loan in the amount of \$520,000, dated November 10, 2011, to the East Clark County Water District from the Kentucky Rural Water Finance Corporation Public Projects Revenue Bonds (Flexible Term Program), Series 2011C.

Ladies and Gentlemen:

1. That _____ (the "Payee") is due the sum of \$ _____, which represents an amount duly earned by and payable to said Payee, its successors or assigns, for labor, materials, work and/or services detailed in the attached Exhibits and furnished under an existing contract with the above identified Governmental Agency, relating to the "Project" (as described in the Assistance Agreement between the Governmental Agency and the Kentucky Rural Water Finance Corporation) financed by the issuance of the above-identified Loan, and that if such sum is for materials and/or supplies furnished, such materials and/or supplies have been received, and if for services, such services have been performed;

2. That the Payee has expended or is expending concurrently with the delivery of this Certificate, the amount set out above on account of the cost of the Project, and that no Requisition Certificate with respect to such expenditure has previously been delivered to Regions Bank, Nashville, Tennessee, as Trustee;

3. That the undersigned are presently the persons who have been duly designated to execute this Requisition Certificate in connection with such Project, and that the authority of the undersigned to do so has not been canceled, revoked, rescinded, changed or altered in any manner.

Respectfully submitted,

EAST CLARK COUNTY WATER
DISTRICT

By _____
Chairman

**Certificate of Consulting Engineers as to
Payment Request**

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Agency 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 _____

Attachment No. 8c

**FIRST AMENDMENT AND SUPPLEMENT TO
ASSISTANCE AGREEMENT**

This First Amendment and Supplement to Assistance Agreement made and entered into as of March 27, 2013 (the "First Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the East Clark County Water District, 118 Hopkins Lane, Winchester, Kentucky 40391 (the "Governmental Agency"):

WITNESSETH

WHEREAS, the Issuer has established its Public Projects Flexible Term Program (the "Program") designed to provide financing for the expansion, addition and improvements of public projects for governmental entities under which the Issuer issued, in various series, its Kentucky Rural Water Finance Corporation Multimodal Public Projects Revenue Bonds (Flexible Term Program) (the "Bonds") pursuant to a Trust Indenture dated as of April 4, 2001, as supplemented from time to time (collectively, the "Indenture") between the Issuer and Regions Bank, Nashville, Tennessee (as successor in interest to Fifth Third Bank and The Bank of New York Trust Company, N.A.), as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making loans, pursuant to assistance agreements; and

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding and Improvement Revenue Bonds (Flexible Term Program), Series 2013C (the "Series 2013C Bonds") in the aggregate principal amount of \$21,765,000, pursuant to a Supplemental Trust Indenture No. 52, dated as of March 27, 2013 by and between the Issuer and the Trustee, which Series 2013C Bonds will rank on a parity with the Bonds and the proceeds of which will be used by certain Governmental Agencies to refinance outstanding Program loans from the Issuer which were used to acquire, construct and equip public projects described in various Assistance Agreements by and between the governmental entities and the Issuer; and

WHEREAS, the Governmental Agency entered into an Assistance Agreement (the "Assistance Agreement") with the Issuer on July 31, 2002, pursuant to which the Issuer provided the Governmental Agency with a loan dated July 31, 2002, in the original principal amount of \$219,000, from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2002 (the "Loan"); and

WHEREAS, the proceeds of the Loan were used to refund one bond issue secured by revenues of the Governmental Agency's waterworks system (the "System"); and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable and in the public interest to amend and supplement the Assistance Agreement, in order to effect substantial debt service savings; and

WHEREAS, under the provisions of Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency is authorized to enter into this First Amendment to Assistance Agreement and to borrow the Obligations, as defined herein, to provide funds for the purpose stated in the Assistance Agreement; and

WHEREAS, the Issuer is willing to cooperate with the Governmental Agency in amending and supplementing the terms of the Loan to assist the Governmental Agency in achieving debt service savings upon the conditions hereinafter enumerated and the covenants by the Governmental Agency herein contained; and

WHEREAS, the Issuer and the Governmental Agency have determined to enter into this First Amendment to Assistance Agreement to set forth their respective duties, rights, covenants, and obligations with respect to the repayment of the Loan and the Obligations and the interest thereon;

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:

Section 1. Definitions. Unless the context clearly indicates some other meaning or as otherwise set forth below, the words and terms defined in the Assistance Agreement shall apply for the purposes of this First Amendment and Supplement to Assistance Agreement. In addition, the following terms shall have the meanings set forth below:

"*Assistance Agreement*" refers to the Assistance Agreement between the Issuer and the Governmental Agency, dated July 31, 2002, authorizing the Loan.

"*First Amendment to Assistance Agreement*" refers to this First Amendment and Supplement to Assistance Agreement supplementing and amending the Assistance Agreement, which authorized the Loan and the Obligations.

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 52, dated March 27, 2013, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing May 1, 2013 and continuing through and including January 1, 2024 or until the Loan has been paid in full.

"*Loan*" refers to the loan in the amount of \$219,000, dated July 31, 2002, to the Governmental Agency from the Issuer, as amended herein.

"Obligations" refers to the Governmental Agency's obligations to make payments as required by the Assistance Agreements authorizing the Series 2002 Loan, as amended herein.

"Trustee" refers to Regions Bank, Nashville, Tennessee.

Section 2. Authorization of Obligations; Place of Payment; Manner of Execution. Section 3 of the Assistance Agreement is amended by the substitution of the following provisions:

That pursuant to the Constitution and laws of Kentucky, and particularly said Sections 58.010 through 58.140, inclusive, of the Kentucky Revised Statutes, the Governmental Agency hereby authorizes this borrowing from the Program, for the purpose of providing funds for the Project.

Said Obligations shall mature in such principal amounts, and shall bear interest as set forth in **Exhibit A** attached hereto.

The principal of, redemption price, if any, and interest on the Obligations shall be payable in lawful money of the United States of America on the Interest Payment Date to the Trustee for the Program. Such payment shall be made by the Governmental Agency from funds on deposit in the Sinking Fund pursuant to the ACH Debit Direct Payment Method (the "ACH Method") as described and detailed in the ACH Debit Direct Payment Authorization Form (the "ACH Authorization Form") in a form as provided by the Trustee to the Governmental Agency. The ACH Authorization Form shall be completed, signed and forwarded to the Trustee prior to the Governmental Agency receiving any of the proceeds of the Loan.

Pursuant to the ACH Method, there shall be transferred to the Trustee on or before each Interest Payment Date, from the Sinking Fund, the amounts set forth as sinking fund payments on **Exhibit A** attached hereto.

In addition, in the event the Issuer is required to withdraw moneys from the Program Reserve Fund established pursuant to the Indenture to pay the principal of and interest on the Obligations and any other payments due under the Assistance Agreement as supplemented and amended by the First Amendment to Assistance Agreement on behalf of the Governmental Agency (the "Reserve Withdrawal"), the Governmental Agency shall pay to the Trustee, each amount set forth as sinking fund payments on **Exhibit A** attached hereto, pursuant to the ACH Method an amount equal to at least 1/12 of the Reserve Withdrawal, plus accrued interest thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

Section 3. Redemption. Section 4 of the Assistance Agreement is amended by the substitution of the following provisions:

(a) *Optional Redemption.* The Obligations shall not be subject to optional redemption prior to maturity.

Section 4. Revision of Debt Service Schedule and Amortization of Fees and Costs. Upon (i) the execution of this First Amendment to Assistance Agreement, (ii) the delivery of this First Amendment to Assistance Agreement to the Trustee, and (iii) certification of the Compliance Group that the Loan will continue to be accepted in the Program; the Issuer will amend the debt service schedule on the Governmental Agency's Loan as evidenced in the attached **Exhibit A**, which debt service schedule will amortize the fees and costs incurred by the Governmental Agency and any other pertinent expenses incident to the issuance, sale and delivery of the Obligations and such other appropriate expenses as may be approved by the Governmental Agency Chief Executive, including but not limited to the Governmental Agency's pro rata share of the Program's fees and expenses.

Section 5. Calculation of Revised Principal Amount of the Loan. The revised principal amount of the Loan is \$130,000, which amount was calculated as follows:

Outstanding principal balance of the Loan on March 27, 2013	139,000.00
Plus accrued interest	1,665.06
Plus fee to bondholders for early call of the Loan	695.00
Plus net costs associated with amending the debt service on the Loan	(9,680.10)
Plus deposit to Governmental Agency's Sinking Fund (rounding)	1,857.42
Credit for current balance in Governmental Agency's Sinking Fund	<u>(3,537.38)</u>
Revised principal amount of the Loan	\$130,000.00

[Signature page follows]

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By James L. Smith
President

Attest:

By [Signature]
Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

IN WITNESS WHEREOF, the Kentucky Rural Water Finance Corporation has caused this First Amendment to Assistance Agreement to be signed in its name by its President and attested by its Secretary/Treasurer and the East Clark County Water District has caused this First Amendment to Assistance Agreement to be signed in corporate name and by its officer thereunder duly authorized, all as of the day and year first above written.

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By _____
Secretary/Treasurer

EAST CLARK COUNTY WATER DISTRICT

By *Fred Farrier*
Chairman

Attest:

By *J. P. [Signature]*
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2013 B
Sinking Fund Payment Schedule**

Borrower: East Clark County Water District
Closing Date: 03/27/13

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
5/13-7/13	1,111.11	601.92	1,713.03
8/13-1/14	1,111.11	445.00	1,556.11
2/14-8/14	833.33	425.83	1,259.17
8/14-1/15	833.33	425.83	1,259.17
2/15-7/15	833.33	398.33	1,231.67
8/15-1/16	833.33	398.33	1,231.67
2/16-7/16	833.33	370.83	1,204.17
8/16-1/17	833.33	370.83	1,204.17
2/17-7/17	833.33	335.00	1,168.33
8/17-1/18	833.33	335.00	1,168.33
2/18-7/18	833.33	299.17	1,132.50
8/18-1/19	833.33	299.17	1,132.50
2/19-7/19	1,250.00	263.33	1,513.33
8/19-1-20	1,250.00	263.33	1,513.33
2/20-7/20	833.33	209.58	1,042.92
8/20-1/21	833.33	209.58	1,042.92
2/21-7/21	1,250.00	173.75	1,423.75
8/21-1/22	1,250.00	173.75	1,423.75
2/22-7/22	1,250.00	120.00	1,370.00
8/22-1/23	1,250.00	120.00	1,370.00
2/23-7/23	1,250.00	60.00	1,310.00
8/23-1/24	1,250.00	60.00	1,310.00
2/24-7/24	-	-	-
	<u>130,000.00</u>	<u>36,379.33</u>	<u>166,379.33</u>

Attachment No. 9

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2010 C

Borrower: East Clark County Water District
 Closing Date: 06/10/10

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
06/10/10						
07/01/10						
01/01/11	15,000.00	2.200%	16,907.11	350.00	32,257.11	
07/01/11			13,009.38		13,009.38	45,266.49
01/01/12	25,000.00	2.200%	13,009.38	350.00	38,359.38	
07/01/12			12,734.38		12,734.38	51,093.76
01/01/13	30,000.00	2.200%	12,734.38	350.00	43,084.38	
07/01/13			12,404.38		12,404.38	55,488.76
01/01/14	30,000.00	2.200%	12,404.38	350.00	42,754.38	
07/01/14			12,074.38		12,074.38	54,828.76
01/01/15	30,000.00	2.325%	12,074.38	350.00	42,424.38	
07/01/15			11,725.63		11,725.63	54,150.01
01/01/16	35,000.00	2.700%	11,725.63	350.00	47,075.63	
07/01/16			11,253.13		11,253.13	58,328.76
01/01/17	35,000.00	3.200%	11,253.13	350.00	46,603.13	
07/01/17			10,693.13		10,693.13	57,296.26
01/01/18	30,000.00	3.200%	10,693.13	350.00	41,043.13	
07/01/18			10,213.13		10,213.13	51,256.26
01/01/19	35,000.00	3.450%	10,213.13	350.00	45,563.13	
07/01/19			9,609.38		9,609.38	55,172.51
01/01/20	35,000.00	3.575%	9,609.38	350.00	44,959.38	
07/01/20			8,983.75		8,983.75	53,943.13
01/01/21	35,000.00	3.700%	8,983.75	350.00	44,333.75	
07/01/21			8,336.25		8,336.25	52,670.00
01/01/22	40,000.00	3.825%	8,336.25	350.00	48,686.25	
07/01/22			7,571.25		7,571.25	56,257.50
01/01/23	40,000.00	3.950%	7,571.25	350.00	47,921.25	
07/01/23			6,781.25		6,781.25	54,702.50
01/01/24	40,000.00	3.950%	6,781.25	350.00	47,131.25	
07/01/24			5,991.25		5,991.25	53,122.50
01/01/25	45,000.00	4.075%	5,991.25	350.00	51,341.25	
07/01/25			5,074.38		5,074.38	56,415.63
01/01/26	45,000.00	4.200%	5,074.38	350.00	50,424.38	
07/01/26			4,129.38		4,129.38	54,553.76
01/01/27	45,000.00	4.200%	4,129.38	350.00	49,479.38	
07/01/27			3,184.38		3,184.38	52,663.76
01/01/28	45,000.00	4.200%	3,184.38	350.00	48,534.38	
07/01/28			2,239.38		2,239.38	50,773.76
01/01/29	50,000.00	4.200%	2,239.38	350.00	52,589.38	
07/01/29			1,189.38		1,189.38	53,778.76
01/01/30	55,000.00	4.325%	1,189.38	350.00	56,539.38	
						56,539.38
Totals	740,000.00		331,302.25	7,000.00	1,078,302.25	

Final

\$520,000

East Clark County Water District
 Loan through the Kentucky Rural Water Finance Corporation
 Series 2011 C

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/10/2011	-	-	-	-	-
08/01/2012	15,000.00	2.150%	13,755.97	28,755.97	-
12/30/2012	-	-	-	-	28,755.97
02/01/2013	-	-	9,325.63	9,325.63	-
08/01/2013	20,000.00	3.150%	9,325.63	29,325.63	-
12/30/2013	-	-	-	-	38,651.26
02/01/2014	-	-	9,010.63	9,010.63	-
08/01/2014	20,000.00	3.150%	9,010.63	29,010.63	-
12/30/2014	-	-	-	-	38,021.26
02/01/2015	-	-	8,695.63	8,695.63	-
08/01/2015	20,000.00	3.150%	8,695.63	28,695.63	-
12/30/2015	-	-	-	-	37,391.26
02/01/2016	-	-	8,380.63	8,380.63	-
08/01/2016	20,000.00	3.150%	8,380.63	28,380.63	-
12/30/2016	-	-	-	-	36,761.26
02/01/2017	-	-	8,065.63	8,065.63	-
08/01/2017	20,000.00	3.150%	8,065.63	28,065.63	-
12/30/2017	-	-	-	-	36,131.26
02/01/2018	-	-	7,750.63	7,750.63	-
08/01/2018	25,000.00	3.150%	7,750.63	32,750.63	-
12/30/2018	-	-	-	-	40,501.26
02/01/2019	-	-	7,356.88	7,356.88	-
08/01/2019	25,000.00	3.150%	7,356.88	32,356.88	-
12/30/2019	-	-	-	-	39,713.76
02/01/2020	-	-	6,963.13	6,963.13	-
08/01/2020	25,000.00	3.150%	6,963.13	31,963.13	-
12/30/2020	-	-	-	-	38,926.26
02/01/2021	-	-	6,569.38	6,569.38	-
08/01/2021	25,000.00	3.400%	6,569.38	31,569.38	-
12/30/2021	-	-	-	-	38,138.76
02/01/2022	-	-	6,144.38	6,144.38	-
08/01/2022	25,000.00	3.400%	6,144.38	31,144.38	-
12/30/2022	-	-	-	-	37,288.76
02/01/2023	-	-	5,719.38	5,719.38	-
08/01/2023	25,000.00	3.650%	5,719.38	30,719.38	-
12/30/2023	-	-	-	-	36,438.76
02/01/2024	-	-	5,263.13	5,263.13	-
08/01/2024	30,000.00	3.775%	5,263.13	35,263.13	-
12/30/2024	-	-	-	-	40,526.26
02/01/2025	-	-	4,696.88	4,696.88	-
08/01/2025	30,000.00	3.900%	4,696.88	34,696.88	-
12/30/2025	-	-	-	-	39,393.76
02/01/2026	-	-	4,111.88	4,111.88	-
08/01/2026	30,000.00	4.150%	4,111.88	34,111.88	-
12/30/2026	-	-	-	-	38,223.76
02/01/2027	-	-	3,489.38	3,489.38	-
08/01/2027	30,000.00	4.150%	3,489.38	33,489.38	-
12/30/2027	-	-	-	-	36,978.76
02/01/2028	-	-	2,866.88	2,866.88	-
08/01/2028	30,000.00	4.150%	2,866.88	32,866.88	-
12/30/2028	-	-	-	-	35,739.76
02/01/2029	-	-	2,244.38	2,244.38	-
08/01/2029	35,000.00	4.275%	2,244.38	37,244.38	-
12/30/2029	-	-	-	-	39,488.76
02/01/2030	-	-	1,496.25	1,496.25	-
08/01/2030	35,000.00	4.275%	1,496.25	36,496.25	-
12/30/2030	-	-	-	-	37,992.50
02/01/2031	-	-	748.13	748.13	-
08/01/2031	35,000.00	4.275%	748.13	35,748.13	-
12/30/2031	-	-	-	-	36,496.26
Total	\$520,000.00	-	\$231,553.65	\$751,553.65	-

Yield Statistics

Bond Year Dollars	\$5,942.00
Average Life	11.427 Years
Average Coupon	3.8968975%
Net Interest Cost (NIC)	3.9377795%
True Interest Cost (TIC)	3.9150847%
Bond Yield for Arbitrage Purposes	4.1504757%
All Inclusive Cost (AIC)	4.2027416%

IRS Form 803B

Net Interest Cost	3.8097544%
Weighted Average Maturity	11.332 Years

11/12/2011 10:11 PM

Morgan Keegan & Company, Inc.

Public Finance

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2013 C

Borrower: East Clark County Water District
 Closing Date: 03/27/13

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
01/01/13						
07/01/13			1,839.33		1,839.33	1,839.33
01/01/14	10,000.00	2.300%	2,670.00	250.00	12,920.00	
07/01/14			2,555.00		2,555.00	15,475.00
01/01/15	10,000.00	3.300%	2,555.00	250.00	12,805.00	
07/01/15			2,390.00		2,390.00	15,195.00
01/01/16	10,000.00	3.300%	2,390.00	250.00	12,640.00	
07/01/16			2,225.00		2,225.00	14,865.00
01/01/17	10,000.00	4.300%	2,225.00	250.00	12,475.00	
07/01/17			2,010.00		2,010.00	14,485.00
01/01/18	10,000.00	4.300%	2,010.00	250.00	12,260.00	
07/01/18			1,795.00		1,795.00	14,055.00
01/01/19	10,000.00	4.300%	1,795.00	250.00	12,045.00	
07/01/19			1,580.00		1,580.00	13,625.00
01/01/20	15,000.00	4.300%	1,580.00	250.00	16,830.00	
07/01/20			1,257.50		1,257.50	18,087.50
01/01/21	10,000.00	4.300%	1,257.50	250.00	11,507.50	
07/01/21			1,042.50		1,042.50	12,550.00
01/01/22	15,000.00	4.300%	1,042.50	250.00	16,292.50	
07/01/22			720.00		720.00	17,012.50
01/01/23	15,000.00	4.800%	720.00	250.00	15,970.00	
07/01/23			360.00		360.00	16,330.00
01/01/24	15,000.00	4.800%	360.00	250.00	15,610.00	
07/01/24						15,610.00
Totals	<u>130,000.00</u>		<u>36,379.33</u>	<u>2,750.00</u>	<u>169,129.33</u>	<u>169,129.33</u>

Attachment No. 10

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between East Clark County Water District ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation
<i>RON TOLER</i>	<i>NONE</i>	<i>0</i>

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

RON TOLER
(Print Name)

R. Toler
(Signed)

Commission Chair
(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility, or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by Ron Toler
(Name)

this 12th day of August, 2021.

William Ballou Notary ID 619038
NOTARY PUBLIC
State-at-Large Expires March 23, 2023

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between East Clark County Water District ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation
Teddy Paul Marcum	None	None

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Teddy Paul Marcum
(Print Name)

Teddy Paul Marcum
(Signed)

Vice-Chairman + Treasurer
(Position/Office)

* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by Teddy Paul Maroon
(Name)

this 12th day of August, 2021.

William Ballou Notary ID 619038
NOTARY PUBLIC
State-at-Large expires March 23 2023

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between East Clark County Water District ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation
<i>Kenny Seebross</i>	<i>None</i>	<i>None</i>

- Check this box if the Utility has no related party transactions.
- Check box if additional transactions are listed on the supplemental page.
- Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Kenny Seebross
(Print Name)

Kenny Seebross
(Signed)

Commissioner
(Position/Office)

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COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by Kenny Segrow
(Name)

this 13th day of August, 2021.

William Ballard Notary ID 619038
NOTARY PUBLIC
State-at-Large expires March 23, 2023

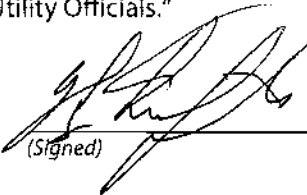
**STATEMENT OF DISCLOSURE OF
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Harry Fichtaus
(Print Name)


(Signed)

Secretary
(Position/Office)

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COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by Harry Froehaus
(Name)

this 13th day of August, 2021.

William Ballard Notary ID#19038
NOTARY PUBLIC
State-at-Large Expires March 23, 2023

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

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William Ballard
(Print Name)

William Ballard
(Signed)

Manager
(Position/Office)

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COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by William Ballard
(Name)

this 16th day of August, 2021.

Amita Card 6*619040
NOTARY PUBLIC 3/11/23
State-at-Large

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

I swear or affirm to the best of my knowledge and belief the information set forth below represents all present transactions and those transactions occurring within the past twenty-four (24) months between East Clark County Water District ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

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Ernest Prater
(Print Name)

(Signed)

Commissioner
(Position/Office)

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COMMONWEALTH OF KENTUCKY

COUNTY OF Clark

Subscribed and sworn to before me by Ernest Perley
(Name)

this _____ day of August, 2021.

William Ball Notary ID 619038
NOTARY PUBLIC
State-at-Large Expires March 23, 2021

Attachment No. 11

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE EAST CLARK COUNTY WATER DISTRICT PROPOSING ADJUSTMENTS TO ITS WATER RATES AND CHARGES AND AUTHORIZING ITS CHAIRMAN TO FILE AN APPLICATION WITH THE PSC SEEKING APPROVAL OF THE PROPOSED RATE ADJUSTMENT

WHEREAS, the East Clark County Water District (“District”) is a water district created and organized under the provisions of KRS Chapter 74. The District is subject to the jurisdiction of the Kentucky Public Service Commission (“PSC”);

WHEREAS, prudent financial management dictates that the District take appropriate action to adjust its water rates and charges; and

WHEREAS, KRS 278.180 and 807 KAR 5:076 provide the legal mechanism for the District to propose adjustments to its water rates and charges;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF COMMISSIONERS OF EAST CLARK COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

Section 2. The District proposes to adjust its monthly water rates and charges as set forth in **Appendix A**, which is attached hereto and is incorporated herein by reference as a part of this Resolution. The proposed rates and charges set forth in **Appendix A** are subject to any minor adjustments that may be made by the PSC. The proposed rate adjustment shall not become effective until PSC approval has been obtained.

Section 3. The Chairman and Manager are hereby authorized and directed to prepare, execute, and file with the PSC, by utilizing the Alternative Rate Adjustment Procedure for Small Utilities set forth in 807 KAR 5:076, an Alternative Rate Filing (“ARF”) Application, Tariff Sheets, and all other documents that may be required by the PSC.

Section 4. The Chairman, Manager, and all others to whom the Chairman may delegate certain responsibilities are hereby further authorized and directed to take any and all other actions and to execute and deliver any and all other documents as may be reasonably necessary to implement this Resolution.

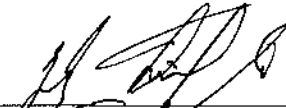
Section 5. This Resolution shall take effect upon its adoption.

ADOPTED BY THE COMMISSION OF EAST CLARK COUNTY WATER DISTRICT at a meeting held on August 16, 2021, signed by the Chairman, and attested by the Secretary.



CHAIRMAN

ATTEST:

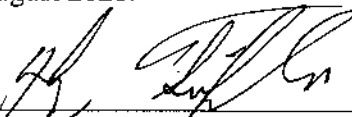


SECRETARY

CERTIFICATION

I, Secretary of the East Clark County Water District (the “District”), do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District at a meeting properly held on August 16, 2021, signed by the Chairman of the District, attested by me as Secretary, and now in full force and effect.

WITNESS my hand this 16th day of August 2021.



SECRETARY

**APPENDIX A
CURRENT AND PROPOSED RATES
East Clark County Water District**

CURRENT RATE SCHEDULE

5/8" x 3/4" Meters

First	2,000	gallons	\$ 26.30	Minimum Bill
Next	8,000	gallons	10.90	per 1,000 gallons
Next	40,000	gallons	9.68	per 1,000 gallons
Over	50,000	gallons	8.46	per 1,000 gallons

1" Meters

First	5,000	gallons	\$ 59.00	Minimum Bill
Next	5,000	gallons	10.90	per 1,000 gallons
Next	40,000	gallons	9.68	per 1,000 gallons
Over	50,000	gallons	8.46	per 1,000 gallons

1-1/2" Meters

First	10,000	gallons	\$ 113.50	Minimum Bill
Next	40,000	gallons	9.68	per 1,000 gallons
Over	50,000	gallons	8.46	per 1,000 gallons

2" Meters

First	20,000	gallons	\$ 210.30	Minimum Bill
Next	30,000	gallons	9.68	per 1,000 gallons
Over	50,000	gallons	8.46	per 1,000 gallons

3" Meters

First	30,000	gallons	\$ 307.10	Minimum Bill
Next	20,000	gallons	9.68	per 1,000 gallons
Over	50,000	gallons	8.46	per 1,000 gallons

4" Meters

First	50,000	gallons	\$ 500.70	Minimum Bill
Over	50,000	gallons	8.46	per 1,000 gallons

Bulk Sales

All Water Purchased	\$ 6.47	per 1,000 gallons
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PROPOSED RATE SCHEDULES

5/8" x 3/4" Meters

First	2,000	gallons	\$ 28.24	Minimum Bill
Next	8,000	gallons	11.70	per 1,000 gallons
Next	40,000	gallons	10.39	per 1,000 gallons
Over	50,000	gallons	9.08	per 1,000 gallons

1" Meters

First	5,000	gallons	\$ 63.34	Minimum Bill
Next	5,000	gallons	11.70	per 1,000 gallons
Next	40,000	gallons	10.39	per 1,000 gallons
Over	50,000	gallons	9.08	per 1,000 gallons

1-1/2" Meters

First	10,000	gallons	\$ 121.84	Minimum Bill
Next	40,000	gallons	10.39	per 1,000 gallons
Over	50,000	gallons	9.08	per 1,000 gallons

2" Meters

First	20,000	gallons	\$ 225.74	Minimum Bill
Next	30,000	gallons	10.39	per 1,000 gallons
Over	50,000	gallons	9.08	per 1,000 gallons

3" Meters

First	30,000	gallons	\$ 329.64	Minimum Bill
Next	20,000	gallons	10.39	per 1,000 gallons
Over	50,000	gallons	9.08	per 1,000 gallons

4" Meters

First	50,000	gallons	\$ 537.44	Minimum Bill
Over	50,000	gallons	9.08	per 1,000 gallons

Bulk Sales

All Water Purchased	\$ 9.08	per 1,000 gallons
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