

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

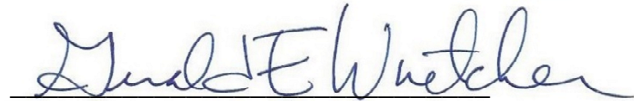
<b>ELECTRONIC TARIFF FILING OF THE CITY )</b>	
<b>OF EDDYVILLE REVISING ITS )</b>	<b>CASE NO.</b>
<b>WHOLESALE WATER SERVICE RATES TO )</b>	<b>2022-00138</b>
<b>LYON COUNTY WATER DISTRICT )</b>	

**RESPONSE OF CITY OF EDDYVILLE  
TO COMMISSION STAFF'S SUPPLEMENTAL REQUEST FOR INFORMATION**

By electronic mail message dated June 28, 2022, Commission Staff counsel submitted a supplemental request for information to counsel for the City of Eddyville. The City of Eddyville submits its Response to those requests.

Dated: July 18, 2022

Respectfully submitted,



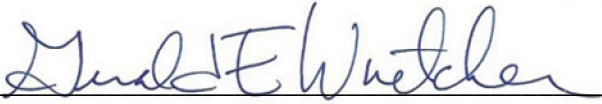
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*Counsel for City of Eddyville, Kentucky*

## CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that this document was submitted electronically to the Public Service Commission on July 18, 2022 and that there are currently no parties that the Public Service Commission has excused from participation by electronic means in this proceeding.

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*Counsel for City of Eddyville, Kentucky*

**COMMONWEALTH OF KENTUCKY**  
**BEFORE THE PUBLIC SERVICE COMMISSION**

**In the Matter of:**

**ELECTRONIC TARIFF FILING OF THE CITY )  
OF EDDYVILLE REVISING ITS )  
WHOLESALE WATER SERVICE RATES TO )  
LYON COUNTY WATER DISTRICT )**

**CASE NO.  
2022-00138**

**RESPONSE OF CITY OF EDDYVILLE**  
**TO COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION**

**FILED: July 18, 2022**

**CITY OF EDDYVILLE, KENTUCKY**

**Response to Commission Staff's Supplement Request for Information  
Case No. 2022-00138**

Question No. 1

Responding Witness: Legal Counsel

**Q-1. Provide a copy of the Assistance Agreement for Kentucky Infrastructure Authority Loan A21-003 and state the date upon which it was executed.**

A-1. See Attachment 1. The agreement was executed May 3, 2021.

# ATTACHMENT 1

**KENTUCKY INFRASTRUCTURE AUTHORITY**

**ASSISTANCE AGREEMENT**

**FEDERALLY ASSISTED WASTEWATER REVOLVING LOAN FUND PROGRAM  
FUND A**

PROJECT NUMBER: A21-003

GOVERNMENTAL AGENCY (Borrower): City of Eddyville, Kentucky

GOVERNMENTAL AGENCY'S ADDRESS: P.O. Box 744, 153 West Main Street  
Eddyville, Kentucky 42038

DATE OF ASSISTANCE AGREEMENT: May 3, 2021

CFDA NO.: 66.458

**ASSISTANCE AGREEMENT**

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## **ASSISTANCE AGREEMENT**

This Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Assistance Agreement") by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the CITY OF EDDYVILLE, KENTUCKY, the Governmental Agency identified on the cover of this Assistance Agreement (the "Governmental Agency"):

### **WITNESSETH**

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

WHEREAS, the Authority has established its Program, as hereinafter defined, for the purpose of providing financial assistance to Governmental Agencies, as defined in the Act, in connection with the acquisition and construction of Projects, as defined in the Act, in order to preserve, protect, upgrade, conserve, develop, utilize and manage the resources of the Commonwealth of Kentucky (the "Commonwealth") for the protection and preservation of the health, safety, convenience, and welfare of the Commonwealth and its citizens, and in that respect to assist and cooperate with Governmental Agencies in achieving such purposes; and

WHEREAS, the Program is funded in part pursuant to the Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of March 1, 1990 (the "Federal Agreement"), under which the Authority is responsible for providing certain "match funding" described in the Federal Agreement; and

WHEREAS, the Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of September 1, 1989 (the "Indenture") between the Authority and U.S. Bank National Association, as successor in interest to National City Bank (f/k/a First Kentucky Trust Company) (the "Trustee") in order to provide the "match funding" for the Program; and

WHEREAS, the Governmental Agency has determined that it is necessary and desirable to acquire, construct, and finance the Project, as hereinafter defined, and the Authority has determined that the Project is a Project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Authority; and

WHEREAS, the Governmental Agency desires to enter into this Assistance Agreement with the Authority for the purpose of securing from the Authority the repayable Loan hereinafter identified; and

WHEREAS, the Authority 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 to levy, collect, and enforce and remit adequate Service Charges, as hereinafter defined,

for the services provided by the Governmental Agency's System, as hereinafter defined, and to apply the necessary portion of said Service Charges to the repayment of the Loan and the interest thereon, as hereinafter specifically provided; and

WHEREAS, the Authority 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 acquisition, construction, and financing of the Project and the repayment of the Loan 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:

## **ARTICLE I DEFINITIONS**

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

“*Act*” shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

“*Administrative Fee*” means the charge of the Authority for the servicing of the Loan, which is the annual percentage charged against the unpaid principal balance of the Loan as identified in the Loan Term Schedule.

“*Amortization Commencement Date*” means the date set forth on the Loan Term Schedule when the first payment of principal of and interest on the Loan is due under the Schedule of Payments.

“*Assistance Agreement*” shall mean this agreement made and entered into by and between a Governmental Agency and the Authority, as authorized by the Act, providing for a Loan to the Governmental Agency by the Authority, and for the repayment thereof to the Authority by the Governmental Agency.

“*Authority*” shall mean the Kentucky Infrastructure Authority created by the Act, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

“*Bond*” or “*Bonds*” shall mean any Kentucky Infrastructure Authority Bond or Bonds, or the issue of such Bonds, as the case may be, authenticated and delivered under the Indenture.

“*Business Day*” shall mean any day other than a Saturday, Sunday or other legal holiday on which the general offices of the Commonwealth are closed.

“*Cabinet*” means the Energy and Environment Cabinet of the Commonwealth.

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

“*Commonwealth*” shall mean the Commonwealth of Kentucky.

“*Construction*” shall mean construction as defined in the Act.

“*Debt Obligations*” shall mean those outstanding obligations of the Governmental Agency identified in the Project Specifics outstanding as of the date of this Assistance Agreement or issued in the future in accordance with the terms hereof, payable from the income and revenues of the System.

“*Default Rate*” means the rate of interest identified in the Loan Term Schedule to accrue on the amount of the Loan that is in default under this Assistance Agreement.

“*Effective Date*” means the date set forth on the cover page of this Assistance Agreement.

“*Engineers*” means the firm of consulting engineers employed by the Governmental Agency in connection with the Project identified in the Project Specifics.

“*Federal Act*” shall mean the Water Quality Act of 1987, 33 U.S.C. 1251 et. seq.

“*Federal Agreement*” means Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of March 1, 1990, under which the Authority is responsible for providing certain “match funding”.

“*Governmental Agency*” shall mean any agency or unit of government within the Commonwealth, now having or hereafter granted the authority and power to finance, acquire, construct, and operate a Project, including specifically but not by way of limitation, incorporated cities, counties, sanitation districts, water districts, public authorities, sewer construction districts, metropolitan sewer districts, sanitation taxing districts, and any other agencies, commissions, districts, or authorities (either acting alone, or in combination with one another pursuant to any regional or area compact, or multi-municipal agreement), now or hereafter established pursuant to the laws of the Commonwealth having and possessing such described powers; and for the purposes of this Assistance Agreement shall mean the Governmental Agency identified on the front cover of this Assistance Agreement and in the Project Specifics.

“*Indenture*” shall mean the General Trust Indenture dated as of March 1, 1989 between the Authority and the Trustee, as amended and supplemented from time to time.

“*Interagency Agreement*” means the Interagency Agreement dated as of March 1, 1990 between the Authority and the Cabinet.

“*Loan*” shall mean the loan effected under this Assistance Agreement from the Authority to the Governmental Agency in the principal amount set forth in the Loan Term Schedule, for the purpose of defraying the costs incidental to the Construction of the Project.

“*Loan Payment Date*” shall mean the dates principal of and/or interest on the Loan are due as set forth in the Loan Term Schedule.

“*Loan Rate*” means the rate per annum of interest identified in the Loan Term Schedule.

“*Loan Term Schedule*” shall mean the payment information and terms of the Loan identified and set forth in **Exhibit F** attached hereto and includes any amendments or supplements thereto.

“*Person*” shall mean any individual, firm, partnership, association, limited liability company, corporation or Governmental Agency.

“*Program*” shall mean the program authorized by KRS 224A.111 and the Indenture as the “federally assisted wastewater revolving fund” for financing Projects through Loans by the Authority to Governmental Agencies and shall not be deemed to mean or include any other programs of the Authority.

“*Project*” shall mean, when used generally, Treatment Works, and when used in specific reference to the Governmental Agency, the Project described in the Project Specifics.

“*Project Specifics*” means those specific details of the Project identified in **Exhibit A** hereto, all of which are incorporated by reference in this Assistance Agreement.

“*Requisition for Funds*” means the form attached hereto as **Exhibit B** to be utilized by the Governmental Agency in obtaining disbursements of the Loan from the Authority as construction of the Project progresses.

“*Resolution*” means the resolution or ordinance of the Governmental Agency in the form of the resolution attached hereto as **Exhibit D** authorizing the execution of this Assistance Agreement.

“*Schedule of Payments*” means the debt service schedule of the Loan as set forth in the Loan Term Schedule.

“*Schedule of Service Charges*” shall mean those general charges to be imposed by the Governmental Agency for services provided by the System, as set forth in **Exhibit C** hereto, which Schedule of Service Charges shall be in full force and effect to the satisfaction of the Authority prior to the disbursement of any portion of the Loan hereunder.

“*Service Charges*” shall mean any monthly, quarterly, semi-annual, or annual charges, surcharges or improvement benefit assessments to be imposed by a Governmental Agency, or by the Authority, in respect of the System which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement; and for the purposes of this Assistance Agreement said Service Charge shall be no less than those set forth in the Schedule of Service Charges.

“*System*” shall mean the utility system owned and operated by the Governmental Agency of which the Project shall become a part.

“*Treatment Works*” has the same meaning as set forth in the Act.

“*Trustee*” shall mean U.S. Bank National Association, and its successors or assigns.

## **ARTICLE II REPRESENTATIONS AND WARRANTIES**

### Section 2.1. Representations and Warranties of Authority.

The Authority represents and warrants for the benefit of the Governmental Agency as follows:

(A) The Authority is a body corporate and politic constituting a governmental agency and instrumentality of the Commonwealth, has all necessary power and authority to enter into, and perform its obligations under, this Assistance Agreement, and has duly authorized the execution and delivery of this Assistance Agreement.

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

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

(D) The authorization, execution and delivery of this Assistance Agreement and all actions of the Authority with respect thereto, are in compliance with the Act and the Federal Act and any regulations issued thereunder.

### Section 2.2. Representations and Warranties of the Governmental Agency.

The Governmental Agency hereby represents and warrants for the benefit of the Authority as follows:

(A) The Governmental Agency is a duly organized and validly existing Governmental Agency, as described in the Act, with full power to own its properties, conduct its affairs, enter into this Assistance Agreement and consummate the transactions contemplated hereby.

(B) The negotiation, execution and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Governmental Agency.

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

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

(E) The authorization and delivery of this Assistance Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, or an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Agency or its governing body.

(F) Pursuant to the Resolution of the governing body, the Governmental Agency has approved and authorized the execution and delivery of this Assistance Agreement. Such Resolution was duly enacted or adopted at a duly called meeting held in accordance with the law of the governing body of the Governmental Agency at which a quorum was present and acting throughout; is in full force and effect; and has not been superseded, altered, amended or repealed as of the date hereof.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement, the Loan, and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS Sections 61.805 to 61.850.

(H) The Governmental Agency has all licenses, permits and other governmental approvals (including but not limited to all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate and maintain the System and the Project, to charge and collect the Service Charges, and to enter into this Assistance Agreement. The Governmental

Agency is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project and has full right, power and authority to perform the acts and things as provided for in this Assistance Agreement.

(I) Legal counsel to the Governmental Agency has duly executed and delivered the opinion of legal counsel substantially in the form set forth in **Exhibit E** hereto.

(J) The Governmental Agency is in full compliance with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project.

### **ARTICLE III AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS**

#### Section 3.1. Determination of Eligibility.

Pursuant to the terms of the Act and the Indenture, the Authority has determined that the Governmental Agency's Project is a Treatment Works Project under the Act and the Governmental Agency is entitled to financial assistance from the Authority in connection with financing the Construction of the Project.

#### Section 3.2. Principal Amount of Loan Established; Loan Payments; Disbursement of Funds.

The principal amount of the Loan shall be the Loan Amount as identified in the Loan Term Schedule, subject to such adjustments as may be set forth in any amendment or supplement to said Loan Term Schedule. Principal payments shall be made in the amounts and on the Loan Payment Dates established by the Schedule of Payments, which Schedule of Payments shall provide for approximately level debt service payments over the repayment term set forth in the Schedule of Payments, commencing on the Amortization Commencement Date.

The outstanding principal balance of the Loan shall bear interest, payable on the Loan Payment Dates, at the Loan Rate identified in the Loan Term Schedule. Beginning on the Amortization Commencement Date, principal and interest on the Loan shall be payable in the amounts and on the Loan Payment Dates set forth in the Schedule of Payments; provided that, should an Event of Default occur, such Loan payments, in such amounts as determined in the sole discretion of the Authority, shall be made on the first day of each month during the continuation of such Event of Default.

Subject to the terms of Section IV hereof, the Authority may advance the proceeds of the Loan as Construction of the Project progresses upon the submission by the Governmental Agency of a Requisition for Funds in substantially the same form as **Exhibit B** hereto. Each disbursement under a Requisition for Funds representing a portion of the principal amount of the Loan shall bear interest at the Loan Rate from the date of the disbursement. The Governmental Agency shall pay interest on the unpaid balance of disbursements at the Loan Rate payable on each Loan Payment Date prior to the Amortization Commencement Date.

Interest on the Loan shall be calculated on the actual number of days and an assumed 360-day year.

Payments of principal and interest on the Loan shall be payable in lawful money of the United States of America at the principal office of the Authority or the Trustee, as designated by the Authority. If so requested by the Authority, Loan payments hereunder shall be made by the Governmental Agency 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”) as provided by the Authority or the Trustee to the Governmental Agency, which ACH Authorization Form shall be completed, signed and forwarded to the Authority or the Trustee prior to the Governmental Agency receiving any disbursement of the proceeds of the Loan.

### Section 3.3. Governmental Agency’s Right to Prepay Loan.

The Governmental Agency shall have the right to prepay and retire the entire amount of the Loan at any time without penalty upon written notice to the Authority no less than five (5) Business Days in advance of said prepayment.

Notwithstanding the foregoing, upon the determination by the Authority that it intends to issue Bonds secured by a pledge of the payments on the Loan, the Authority shall advise the Governmental Agency (i) of its intention to proceed with the authorization of such Bonds, (ii) of the limitation on prepayments after such Bonds are issued, and (iii) that the Governmental Agency has thirty (30) days from its receipt of said notice to exercise its option to prepay the Loan. Upon the expiration of said thirty-day period the Governmental Agency’s right to prepay the Loan shall be limited to the terms described in such notice.

### Section 3.4. Subordination of Loan.

The Authority hereby agrees that, subject to compliance by the Governmental Agency with the covenants and conditions set forth in this Assistance Agreement, the source of payment for the Loan shall be inferior and subordinate to the security interest and source of payment for the Debt Obligations of the Governmental Agency payable from the revenues of the System outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics and all such Debt Obligations that may hereafter be issued on a parity with the Debt Obligations identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.6(C) hereof.

## **ARTICLE IV CONDITIONS PRECEDENT TO DISBURSEMENT REQUISITION FOR FUNDS**

### Section 4.1. Covenants of Governmental Agency and Conditions of Loan.

By the execution of this Assistance Agreement, the Governmental Agency agrees that prior to any requests for the disbursement of all or a portion of the Loan made hereunder, the Governmental Agency shall supply the Authority and the Cabinet appropriate documentation, satisfactory to the Authority indicating the following:



(A) That the Authority and the Cabinet and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority or the Cabinet, and their respective duly authorized agents, shall have the right at all reasonable times, subject to prior notice to the Governmental Agency, to enter upon the Project and its site during construction of the Project and to examine and inspect same, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(B) All real estate and interest in real estate and all personal property constituting the Project and the Project sites heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Agency and constitute a part of the System.

(C) In the event the Governmental Agency is required to provide financing for the Project from sources other than the Authority (as described in the Project Specifics), the Authority shall have the right to receive such reasonable proofs as it may require of the ability of the Governmental Agency to finance the costs of Construction of the Project over and above the Loan, prior to the disbursement by the Authority of any portion of the Loan.

(D) The Governmental Agency shall do all things necessary to acquire all proposed and necessary sites, easements and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design and specifications prepared for the Governmental Agency by the Engineers.

(E) Actual construction and installation incident to the Project shall be performed by either the lump sum (fixed price) or unit price contract method and adequate legal methods of obtaining public, competitive bidding will be employed prior to the awarding of the construction contract for the Project in accordance with Kentucky law.

(F) Unless construction of the Project has already been initiated as of the Effective Date, pursuant to due compliance with Kentucky law and applicable regulations, the Project will not be advertised or placed on the market for construction bidding by the Governmental Agency until the final plans, designs and specifications therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Governmental Agency and furnished to the Cabinet.

(G) The construction contract or contracts shall require the contractor to comply with all provisions of federal and Kentucky law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts to insure compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of any statements required of subcontractors thereunder.

(H) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared prior to the institution of construction in connection with each construction contract, or, if construction has already been initiated as of the date of this Assistance Agreement, at the earliest practicable date, to indicate the proposed schedule as to completion of the Project and same shall be maintained monthly thereafter to indicate the actual construction progress of the Project.

(I) Prior to the award of the construction contract and prior to the commencement of construction, the Governmental Agency will arrange and conduct a conference as to the Project; said conference to include representatives of the Authority, the Governmental Agency, the Cabinet and any other participating federal or state agency, the Engineers, and all construction contractors. Such conference shall be held in accordance with guidelines established by the Authority and the Cabinet. A written brief of said conference summarizing the construction schedule, fund requirements schedule, payment authorizations, responsible parties for approval of all facets of the construction work and payment therefor, and other pertinent matters shall be prepared and distributed to each party involved, and all construction contractors and Engineers. Provided, however, that in the event construction shall have been initiated as of the date of this Assistance Agreement, this provision may be waived.

(J) All construction contracts will be so prepared that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other, and in such manner that all materials and equipment furnished to the Governmental Agency may be readily itemized.

(K) Any change or changes in a construction contract will be promptly submitted to the Authority, the Cabinet and any required state or federal agencies.

(L) The Construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(M) The Governmental Agency will proceed expeditiously with and complete the Project in accordance with the approved surveys, plans, specifications, and designs or amendments thereto, prepared by the Engineers for the Governmental Agency and approved by state and federal agencies.

(N) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority and the United States Environmental Protection Agency noting the participation of the Authority and the U.S. Government in the financing of the Project.

(O) Except as otherwise provided in this Assistance Agreement, the Governmental Agency shall have the sole and exclusive charge of all details of the Construction.

(P) The Governmental Agency shall keep complete and accurate records of the costs of acquiring the Project sites and the costs of Construction. The Governmental Agency shall permit the duly authorized representatives of the Authority, the Cabinet and any Kentucky or federal agencies to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination. The Governmental Agency shall submit to the Authority and the Cabinet such documents and information as such may reasonably require in connection with the administration of any federal or state assistance.

(Q) The Governmental Agency shall require that each construction contractor or contractors furnish a performance and a payment bond in an amount at least equal to one hundred percent (100%) of the contract price or the portion of the Project covered by the particular contract as security for the faithful performance of such contract.

(R) The Governmental Agency shall require that each of its contractors and all subcontractors maintain during the life of the construction contract, worker's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Authority. Until the Project is completed and accepted by the Governmental Agency, the contractor shall maintain builders risk insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Authority, the Governmental Agency, the prime contractor, and all subcontractors, as their interests may appear.

(S) The Governmental Agency shall provide and maintain competent and adequate resident engineering services covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of assuring that Construction conforms to the approved plans, specifications and designs prepared by the Engineers. Such resident engineer shall certify to the Authority, the Cabinet, any involved state or federal agencies, and the Governmental Agency at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or, approved amendments thereto.

(T) The Governmental Agency shall demonstrate to the satisfaction of the Authority the legal capability of the Governmental Agency to enact, adopt, levy, charge, collect, enforce and remit to the Authority and the Cabinet the Service Charges of the Governmental Agency described in the Schedule of Service Charges attached to and made a part of this Assistance Agreement as **Exhibit C** and submit proof satisfactory to the Authority that the Service Charges are in full force and effect as of the submission of the initial Requisition for Funds.

(U) The Governmental Agency shall require all laborers and mechanics employed by contractors and subcontractors on the Project shall be paid wages at rates not less than prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of title 40, United States Code.

(V) The Governmental Agency shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act, 2015 (the "2015 Appropriations Act") and related Program policy guidelines) which the Governmental Agency understands includes, among other requirements, that all of the iron and steel products used in the Project are to be produced in the United States (the "American Iron and Steel Requirement") unless (i) the Governmental Agency has requested and obtained a waiver from the United States Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Governmental Agency in writing that the American Iron and Steel Requirement is not applicable to the Project.

(W) The Governmental Agency shall comply with all record keeping and reporting requirements under the Federal Act, including any reports required by a Federal agency or the Authority such as performance indicators of program deliverables, information on costs and Project progress. The Governmental Agency understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Federal Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity and/or other remedial actions.

Notwithstanding anything in this Assistance Agreement to the contrary, if the Governmental Agency fails to comply, at any time, with the provisions of Section 4.1(V) or Section 4.1(W) hereof, the Authority may, at its sole discretion, withhold the disbursements of any proceeds of the Loan to the Governmental Agency or its designee.

Section 4.2. Additional Conditions to Disbursement Required Under the Federal Agreement.

The Governmental Agency, in order to comply with the terms and conditions of the Federal Agreement, further covenants and further agrees to additional conditions to disbursement, as follows:

(A) That the Project shall be completed no later than the Amortization Commencement Date.

(B) Notwithstanding any other agreements contained herein regarding the maintenance of books and records, that it shall maintain Project accounts in accordance with generally accepted governmental accounting standards, as required by Section 603(d) of the Federal Act. The Governmental Agency shall retain such records for no less than three (3) years following the final payment by the Governmental Agency under this Assistance Agreement or if any portion of the Project is disposed of, until at least three (3) years after such disposition; provided that if any litigation, claim, appeal or audit is commenced prior to the end of such period such records shall be maintained until the completion of such action or until three (3) years after such commencement, whichever is later.

(C) That it has not and will not apply any other federal funding to the Project in a manner that would cause it to receive “double benefits” as described in Section 603 of the Water Quality Act of 1987.

(D) That all real property or property rights required for the completion of the Project shall be obtained, by easement, purchase or other means acceptable to the Authority, prior to commencement of construction and that the relocation of any Person resulting therefrom be in accordance with 49 CFR 24 for Uniform Relocation Assistance and Real Property Acquisition Act of 1970.

(E) That all Project contractors shall be required to retain Project records for the periods established for the retention of the Governmental Agency’s records in Section 4.2(B) hereof.

(F) That no more than fifty percent (50%) of the proceeds of the Loan shall be disbursed before the Cabinet has approved the final plan for operation for the Project.

(G) That no more than ninety percent (90%) of the proceeds of the Loan shall be disbursed until the Cabinet has approved the draft operations and maintenance manual.

(H) That final disbursement will not be remitted before the Cabinet has approved a final operations and maintenance manual.

(I) That, as required by 40 CFR 35.2218, all engineering services regarding construction and regarding the first year of operation of the Project shall be provided for, including the following:

(1) The operation of the Project and the revision of the operations and maintenance manual as necessary to accommodate actual operating experience;

(2) The training of operating personnel, including preparation of curricula and training material for operating personnel; and

(3) Advice as to whether the Project is meeting the Project performance standards (including three quarterly reports and one Project performance report).

(J) That it shall advise the Cabinet and the Authority in writing of the date for initiation of operation of the Project.

(K) That within one year after operation is initiated, it shall certify to the Cabinet and the Authority that the Project is capable of meeting the Project performance standards.

(L) That it shall provide that qualified inspectors are present at the construction site. A summary of such inspector's qualifications and experience shall be submitted to the Cabinet and the Authority.

(M) That it shall notify the Authority and the Cabinet of the completion date of the Project.

(N) That it agrees to the terms and conditions of its application for assistance and the Authority's commitment to provide assistance, the terms of which are incorporated herein by reference.

(O) That all measures required to minimize water pollution to affected waters shall be employed in the construction of the Project including compliance with Section 404 of PL 92-500, as amended, it being understood that approval of the Project does not constitute sanction or approval of any changes or deviations from established water quality standards, criteria implementation dates, or dates established by enforcement proceedings.

(P) That it shall enact a sewer use ordinance complying with the requirements set forth in the Federal Agreement and the Interagency Agreement.

Section 4.3. Disbursements of Loan Funds; Requisition for Funds.

The Governmental Agency shall submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) and the Cabinet a Requisition for funds prior to the fifth (5th) day of each month (or such other designated period as is acceptable to the Authority), in substantially the same form as that attached to this Assistance Agreement as **Exhibit B** and made a part hereof, accompanied by, to the extent requested by the Authority, the following documentation:

(A) A full and complete accounting of the costs of the Project to be obligated by contract or otherwise during the month in question, or already obligated and not included in any previous accounting.

(B) A full and complete accounting of any costs of the Project paid by the Governmental Agency from its own funds with the approval of the Authority and not included in any previous accounting for which it seeks reimbursement.

(C) A full and complete accounting of any costs of the Project paid or requisitioned under any other financing, loan, bond, grant or similar agreement or paid from its own funds for which it does not seek reimbursement and which have not been identified in any previous requisition form.

(D) The contractor's estimate of work performed during the preceding month pursuant to construction contracts for the Project and payment due thereunder, together with the Engineer's and Governmental Agency's approval thereof for disbursement by the Authority.

Upon the Authority's receipt of the Requisition for Funds and such additional documentation as it may require, and subject to certification by the Cabinet, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan. If directed by the Authority, the Governmental Agency shall establish, with the Trustee, an electric fund transfer system, which may be an ACH Payment Method.

The Authority may disburse proceeds of the Loan directly to the Governmental Agency. The Governmental Agency, if so directed by the Authority, shall establish itself as a vendor under the eMars system of the Commonwealth of Kentucky.

**ARTICLE V**  
**CERTAIN COVENANTS OF THE GOVERNMENTAL AGENCY;**  
**PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY**

Section 5.1. Imposition of Service Charges.

The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Assistance Agreement, pursuant to which the Loan is to be made by the Authority to the Governmental Agency as specified herein and in the Act and the Indenture. The Governmental Agency hereby further irrevocably covenants and agrees that it already has, or will, to the extent necessary, immediately impose Service Charges upon all persons, firms and entities to whom or which services are provided by the System; such Service Charges to be no less than as set forth in **Exhibit C** annexed hereto. If so required, the Service Charges shall be in addition to all other rates, rentals and service charges of a similar nature of the Governmental Agency now or hereafter authorized by law, and now or hereafter being levied and collected by the Governmental Agency and shall be levied and collected solely for the purpose of repaying the Loan.

Section 5.2. Governmental Agency's Obligation to Repay Loan.

The obligation of the Governmental Agency to repay the Loan from the Service Charges shall not be revocable, and in the event that services supplied by the Project shall cease, or be suspended for any reason, the Governmental Agency shall continue to be obligated to repay the Loan from the Services Charges. In the event the Governmental Agency defaults in the payment of the Loan to the Authority, the amount of such default shall bear interest at the per annum rate of interest equal to the Default Rate set forth in the Loan Term Schedule, from the date of the default until the date of the payment thereof.

Section 5.3. Covenant to Adjust Service Charges.

In the event, for any reason, the Schedule of Service Charges shall prove to be insufficient to (i) provide for the required coverage of all debt service payments on obligations payable from the revenues of the System as set forth in Section 5.4 hereof, (ii) provide for the operation of the System as required under this Assistance Agreement, and (iii) make the required deposits to the Maintenance and Replacement Reserve; the Governmental Agency hereby covenants and agrees that it will, upon notice by the Authority, to the full extent authorized by law, both federal and Kentucky, immediately adjust and increase such Schedule of Service Charges or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities so as to provide funds sufficient to pay the debt service requirements set forth in the Schedule of Payments and the Authority's Administrative Fee, to provide for the operation of the System as required under this Assistance Agreement, and to make required deposits to the Maintenance and Replacement Reserve.

Section 5.4. Adequacy of Service Charges.

The Service Charges herein covenanted to be imposed by the Governmental Agency shall be fixed at such rate or rates (and it is represented that the Schedule set forth in **Exhibit C** hereto so qualifies) as shall be at least adequate to provide revenues equal to the sum of (i) 110% of the debt service coming due during each fiscal year on this Loan and all other obligations secured and payable from the revenues of the System, in each case computed as of the beginning of such fiscal year (except to the extent the Governmental Agency has by binding ordinance or resolution committed reserves to the payment of such debt service), (ii) the amounts required to provide for the operation of the System during each fiscal year as required under this Assistance Agreement, and (iii) the amounts to be deposited hereunder to the Maintenance and Replacement Reserve in each fiscal year.

The Service Charges imposed by the Governmental Agency shall be paid by the users of the System, both existing and new users, and accordingly the Project. The Governmental Agency shall deliver to the Authority, on or before each Loan Payment Date, a report of all collections and any delinquencies.

Section 5.5. Covenant to Establish Maintenance and Replacement Reserve.

The Governmental Agency shall establish a special account identified as a "Maintenance and Replacement Reserve". The Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to the amount set forth in the Project Specifics at the times

set forth in the Project Specifics. Funds in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the System or for the unbudgeted costs of replacing worn or obsolete portions of the System, subject to approval of the Authority.

Section 5.6. Reports; Inspection.

The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That it will permit authorized agents of the Authority to inspect all records, accounts and data of the System at all reasonable times.

(B) That it will collect, account for and promptly remit to the Authority those specific revenues, funds, income and proceeds derived from the revenues of the System incident to this Assistance Agreement.

(C) That it will notify the Authority in writing of its intention to issue bonds or notes payable from the revenues of the System not less than thirty (30) days prior to the sale of said obligations.

Section 5.7. Segregation of Funds.

The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

Section 5.8. Mandatory Sewer Connection.

The Governmental Agency hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, resolution or other appropriate legislative order or action, mandatorily require the connection to and use of the sanitary sewers constituting the System by all persons owning, renting or occupying premises that generate pollutants where such sanitary sewers are reasonably available to such premises and to exhaust, at the expense of the Governmental Agency, all remedies for the collection of Service Charges, including, either directly or indirectly, pursuant to authority granted by Sections 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and decretal sale in respect of improvement benefit assessments which are delinquent.

**ARTICLE VI  
OTHER COVENANTS OF THE GOVERNMENTAL AGENCY**

Section 6.1. Further Assurance.

At any time and all times the Governmental Agency shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights,



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

Section 6.2. Completion of Project.

The Governmental Agency hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the plans, designs and specifications prepared by the Engineers for the Governmental Agency.

Section 6.3. Establishment of Completion Date.

The completion date for the Project shall be evidenced to the Authority by a certificate signed by the Engineer and an authorized representative of the Governmental Agency stating that, except for amounts retained by the Authority for costs of the Project not then due and payable, (i) the Construction has been completed and all labor, services, materials, supplies, machinery and equipment used in such Construction have been paid for, (ii) all other facilities necessary in connection with the Project have been acquired, constructed, equipped and installed and all costs and expenses incurred in connection therewith have been paid, and (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to its satisfaction.

Section 6.4. Commitment to Operate.

The Governmental Agency hereby covenants and agrees to commence operation of the Project immediately on completion of Construction and not to discontinue operations or dispose of such Project without the approval of the Authority.

Section 6.5. Continue to Operate.

The Governmental Agency hereby covenants and agrees to continuously operate and maintain the Project and the System in accordance with applicable provisions of federal and Kentucky law and to maintain adequate records relating to said operation; said records to be made available to the Authority upon its request at all reasonable times.

Section 6.6. Tax Covenant.

In the event the Authority issues Bonds which are intended to be excludable from gross income for federal income tax purposes to provide the funds for the Loan, the Governmental Agency shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure such exclusion and shall take such actions as may be directed by the Authority in order to accomplish the foregoing. The Governmental Agency shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business, (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business, (iii) any management agreement for the operation of the System, or (iv) any federal guarantee of its obligations hereunder without the prior written consent of the Authority. The Governmental Agency will not acquire or pledge any obligations which would cause the Bonds to be "arbitrage bonds" within the meaning of the Code.

Section 6.7. Accounts and Reports.

The Governmental Agency shall at all times keep, or cause to be kept, proper books of record and account in accordance with the “Uniform System of Accounts” established by the Commonwealth, in which complete and accurate entries shall be made of all its transactions relating to the System and which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Audit Requirements.

Within one hundred eighty (180) days after the end of each fiscal year of the Governmental Agency, the Governmental Agency shall provide to the Authority, itemized financial statements of income and expense and a balance sheet in reasonable detail, including disclosure of the Maintenance and Replacement Reserve, certified as accurate by a firm of independent certified public accountants or the Auditor of Public Accounts of the Commonwealth. All financial information must be satisfactory to the Authority as to form and content and be prepared in accordance with generally accepted accounting principles on a basis consistent with prior practice unless specifically noted thereon. With such financial statements, the Governmental Agency shall furnish to the Authority a certificate stating that, to the best knowledge of the authorized representative signing such certificate, no default under this Assistance Agreement exists on the date of such certificate, or if any such default shall then exist, describing such default with specificity. All recipients and subrecipients expending \$750,000 or more in a year in Federal awards must have a single or program-specific audit conducted for that year in accordance with 2 CFR Part 200.

Section 6.9. General Compliance With All Duties.

The Governmental Agency shall faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the Commonwealth, and by the terms and provisions of the Act, the Federal Act and this Assistance Agreement and any other Debt Obligations.

Section 6.10. System Not to Be Disposed Of.

The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not, without the prior written consent of the Authority, which consent shall not be unreasonably withheld, sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of any of the facilities of the System or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. Further Covenants under the Federal Agreement.

The Governmental Agency shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the Federal Act, and with the agreements of the Authority set forth in the Federal Agreement, including but not limited to the following:

(A) The Governmental Agency shall provide all information requested of it by the Authority or the Cabinet so that (i) the Grants Information Control System, referred to in the Federal Agreement, can be maintained, (ii) the accounting and auditing procedures required by Sections 603 and 606 of the Federal Act can be maintained and (iii) the Authority can furnish the information required of it under the Federal Agreement.

(B) Qualified operating personnel, properly certified by the Cabinet, shall be retained by the Governmental Agency to operate the System during the entire term of this Assistance Agreement. An approved plan of operating and an operations and maintenance manual for the System shall be provided by the Governmental Agency to the Cabinet and the Authority. The System shall be operated and maintained in an efficient and effective manner.

(C) All residents in the service area of the System must be offered the same opportunity to become users of the System regardless of race, religion, color, national origin, sex, disability or level of income.

(D) The Governmental Agency shall comply with provisions contained in the following federal regulations, orders, acts and circulars and the following statutes and regulations of the Commonwealth:

- (1) Federal;
  - (a) 49 CFR, Part 24, Implementing the Uniform Relocation Assistance and Real Properties Acquisition Policies Act of 1970;
  - (b) 40 CFR 35.3140 (And Appendix A to Subpart K) – NEPA-Like State Environmental Review Process;
  - (c) 40 CFR, Part 15, Administration of Clean Water Act with respect to grants and loans;
  - (d) 40 CFR, Part 7, 8, and 12, Nondiscrimination and Equal Employment Opportunity Act;
  - (e) 40 CFR, Part 29, Intergovernmental Review;
  - (f) 40 CFR, Part 32, Debarment and Suspension;
  - (g) Executive Order 11246, as amended, 11625 and 12138;
  - (h) Title VI of the Civil Rights Act of 1964, as amended;
  - (i) Age Discrimination Act;
  - (j) Rehabilitation Act of 1973; and
  - (k) Contract work Hours and Safety Standards Act; and
- (2) State:
  - (a) KRS 224;
  - (b) KRS 224A.111 Federally Assisted Wastewater Revolving Fund;
  - (c) KRS Chapter 337, Labor Laws; and
  - (d) 401 KAR Chapter 5.

Section 6.12. Continuing Disclosure Obligation.

The Governmental Agency covenants and agrees that notwithstanding any other provision of this Assistance Agreement to the contrary, upon written notice from the Authority that the Schedule of Payments provides ten percent (10%) or more of the debt service requirements on an issue of the Authority's Bonds and that compliance by the Governmental Agency with the requirements of Securities and Exchange Commission Rule 15c2-12, as amended (the "SEC Rule") is required in connection with the Authority's Bonds, the Governmental Agency shall provide to the Authority such information as may be required by the SEC Rule, within the time periods set out in such notice by the Authority, to enable the Authority to establish to the satisfaction of prospective purchasers of the Authority's Bonds that the requirements of the SEC Rule will be satisfied in connection with the issuance of the Authority's Bonds. The Governmental Agency further understands and agrees that the Authority shall act as the Governmental Agency's disclosure agent for purposes of compliance with the SEC Rule and that upon a failure by the Governmental Agency to provide the information required to be provided under the SEC Rule within the time frame specified in such notice, the Authority and/or the beneficial owners and holders of the Authority's Bonds shall be specifically granted the right of enforcing the provisions of this Section 6.12 by an action in mandamus, for specific performance, or similar remedy to compel performance.

**ARTICLE VII**

**MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION**

Section 7.1. Maintain System.

The Governmental Agency agrees that during the entire term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at its own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2. Additions and Improvements.

The Governmental Agency shall have the privilege of making additions, modifications and improvements to the sites of the Project, and to the Project itself from time to time provided that said additions, modifications and improvements do not impair the operation or objectives of the Project. The cost of such additions, modifications and improvements shall be paid by the Governmental Agency, and the same shall be the property of the Governmental Agency and shall be included under the terms of this Assistance Agreement as part of the site of the Project, or the Project, as the case may be. Nothing herein contained shall be construed as precluding the Authority and the Governmental Agency from entering into one or more supplementary Assistance Agreements providing for an additional Loan or Loans in respect of additional Projects undertaken by the Governmental Agency.

Section 7.3. Compliance with State and Federal Standards.

The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with the water quality standards, if any, established by any state or federal agency. The Governmental Agency agrees that qualified operating personnel

properly certified by the Commonwealth will be retained to operate the System during the entire term of this Assistance Agreement.

Section 7.4. Access to Records.

The Governmental Agency agrees that it will permit the Authority and any state or federal agency and their respective agents to have access to the records of the Governmental Agency pertaining to the operation and maintenance of the System at any reasonable time following completion of construction of the Project and commencement of operations thereof.

Section 7.5. Covenant to Insure - Casualty.

The Governmental Agency agrees to insure the System facilities in such amount as like properties are similarly insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the Commonwealth.

Section 7.6. Authority as Named Insured.

For so long as any amounts are due and payable under this Assistance Agreement, any insurance policy issued pursuant to Section 7.5 hereof, shall be so written or endorsed as to make losses, if any, payable to the Governmental Agency and the Authority, as their interests may appear.

Section 7.7. Covenant to Insure - Liability.

The Governmental Agency agrees that it will carry public liability insurance with reference to the System with one or more reputable insurance companies duly qualified to do business in the Commonwealth, insuring against such risks (including but not limited to personal injury, death and property damage) and in such amounts as are set forth in the Project Specifics, and naming the Authority as an additional insured.

Section 7.8. Covenant Regarding Worker's Compensation.

Throughout the entire term of this Assistance Agreement, the Governmental Agency shall maintain worker's compensation coverage, or cause the same to be maintained.

Section 7.9. Application of Casualty Insurance Proceeds.

If, prior to the completion of the term of this Assistance Agreement, the Project shall be damaged or partially or totally destroyed by fire, windstorm or other casualty, there shall be no abatement or reduction in the amount payable by the Governmental Agency pursuant to the terms of this Assistance Agreement and the Governmental Agency will (1) promptly repair, rebuild or restore the Project damaged or destroyed and (2) apply for such purpose so much as may be necessary of any net proceeds of insurance resulting from claims for such losses, as well as any additional moneys of the Governmental Agency necessary therefor. All net proceeds of insurance

resulting from claims for such losses shall be paid to the Governmental Agency and shall be promptly applied as herein provided.

Section 7.10. Eminent Domain.

In the event that title to, or the temporary use of, the Project or any part thereof shall be taken under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, there shall be no abatement or reduction in the minimum amounts payable by the Governmental Agency to the Authority pursuant to the terms of this Assistance Agreement, and any and all net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Governmental Agency in a separate condemnation award account and shall be applied by the Governmental Agency in either or both of the following ways, as shall be determined by the Governmental Agency in its sole discretion:

(A) The restoration of the improvements located on the Project sites to substantially the same condition as prior to the exercise of said power of eminent domain; or

(B) The acquisition of additional property, if necessary, and the acquisition of additional facilities by construction or otherwise, equivalent to the Project facilities, which property and facilities shall be deemed to be a part of the Project sites and a part of the Project facilities and to be substituted for Project facilities so taken by eminent domain, without the payment of any amount other than herein provided, to the same extent as if such property and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings after the carrying out of the mandatory proceedings stipulated in (A) and (B) of this Section 7.10, shall be paid to the Governmental Agency upon delivery to the Authority of a certificate signed by an authorized officer of the Governmental Agency to the effect that the Governmental Agency has complied with either subparagraph (A) or (B), or both, of this Section, and written approval of such certificate by an authorized officer of the Authority. In no event will the Governmental Agency voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Authority.

Section 7.11. Flood Insurance.

For so long as any amounts are due and payable under this Assistance Agreement, all structures located in flood prone areas shall be covered by flood insurance carried by the Governmental Agency for an amount equal to the replacement cost excluding the cost of land and any uninsurable improvements, or for the maximum limit available under the National Flood Insurance Act of 1968, as amended, whichever is less.

**ARTICLE VIII**  
**EVENTS OF DEFAULT AND REMEDIES**

Section 8.1. Events of Default Defined.

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

(A) Failure by the Governmental Agency to pay any payments at the times specified herein.

(B) Failure by the Governmental Agency to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental Agency by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until such failure is corrected.

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

(D) A default by the Governmental Agency under the provisions of any agreements relating to its Debt Obligations.

Section 8.2. Remedies on Default.

Whenever any Event of Default referred to in Section 8.1 has occurred and is continuing (other than an event of default arising under Section 6.12 of this Assistance Agreement), the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

(A) Declare the principal of and interest on the Loan, and all other payments due hereunder, to be immediately due and payable.

(B) Exercise all the rights and remedies of the Authority set forth in the Act.

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

(D) Submit a formal referral to the appropriate federal agency, as required by the Federal Agreement.

The sole remedies for an Event of Default under this Assistance Agreement arising by virtue of the failure of the Governmental Agency to comply with the provisions of Section 6.12 hereof shall be those remedies specifically set forth in Section 6.12 hereof.

Section 8.3. Appointment of Receiver.

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

Section 8.4. No Remedy Exclusive.

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

Section 8.5. Consent to Powers of Authority Under Act.

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

Section 8.6. 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 8.7. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.



**ARTICLE IX**  
**MISCELLANEOUS PROVISIONS**

Section 9.1. Approval not to be Unreasonably Withheld.

Any approval of the Authority required by this Assistance Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30th) day following the submission of any matter requiring approval to the Authority, unless disapproved in writing prior to such thirtieth (30th) day. Any provision of this Assistance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of the Authority granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 9.2. Approval.

This Agreement is made subject to, and conditioned upon, the approval of this Assistance Agreement by the Secretary of the Finance and Administration Cabinet.

Section 9.3. Effective Date.

This Assistance Agreement shall become effective on the Effective Date and shall continue in full force and effect until the date the obligations of the Governmental Agency pursuant to the provisions of this Assistance Agreement have been fully satisfied.

Section 9.4. Binding Effect.

This Assistance Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Assistance Agreement shall not be revocable by either of the parties, without the written consent of the other party.

Section 9.5. Severability.

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

Section 9.6. Assignability.

The rights of the Authority under this Assistance Agreement shall be assignable by the Authority without the consent of the Governmental Agency, but none of the rights, duties or obligations of the Governmental Agency under this Assistance Agreement shall be assignable by the Governmental Agency without the prior written consent of the Authority.

Section 9.7. Execution in Counterparts.

This Assistance Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 9.8. Applicable Law.

This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.9. Captions.

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

*[Signature Page Follows]*

IN WITNESS WHEREOF, the parties hereto have caused this Assistance Agreement to be executed by their respective duly authorized officers as of the Effective Date.

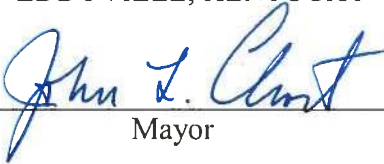
KENTUCKY INFRASTRUCTURE  
AUTHORITY

By:   
Chairman

ATTEST:

By:   
Margaret F. Link (May 10, 2021 16:03 EDT)  
Secretary of Kentucky Infrastructure Authority

GOVERNMENTAL AGENCY:  
CITY OF EDDYVILLE, KENTUCKY

By:   
Mayor

ATTEST:

By:   
City Clerk of Governmental Agency

APPROVED:

By:   
Holly Johnson (May 12, 2021 12:08 EDT)  
Secretary/Finance and Administration  
Cabinet of the Commonwealth of Kentucky

EXAMINED:

By:   
Legal Counsel to the *NSL*  
Kentucky Infrastructure Authority

APPROVED AS TO FORM AND  
LEGALITY:

By:   
patrick McGee (May 11, 2021 07:35 EDT)  
Approved, Finance and  
Administration Cabinet

**EXHIBIT A**  
**PROJECT SPECIFICS**

**EXHIBIT A**  
**CITY OF EDDYVILLE**  
**PROJECT SPECIFICS**  
**A21-003**

**GOVERNMENTAL AGENCY:**

Name: City of Eddyville  
PO Box 744  
Eddyville, KY 42038

Contact: John Choat  
Person: Mayor

**SYSTEM:** Wastewater

**PROJECT:**

This is the construction portion of the Wastewater SSES and Rehabilitation - South of Fairview Ave project. The planning and design phase has been concluded with KIA loan A20-027 previously approved on November 7, 2019. The construction phase will rehabilitate and replace those lines and manholes identified during the planning and design phase to reduce inflow and infiltration points in Eddyville's collection system. It will also replace the existing lift station at the Industrial Park on US 62 East.

**PROJECT BUDGET:**

	<u>Total</u>
Administrative Expenses	\$ 45,000
Legal Expenses	3,000
Planning	298,964
Engineering Fees - Design	120,000
Engineering Fees - Construction	39,300
Engineering Fees - Inspection	117,000
Engineering Fees - Other	9,800
Construction	1,920,000
Contingency	192,000
<b>Total</b>	<b>\$ 2,745,064</b>

**FUNDING SOURCES:**

	<u>Amount</u>	<u>%</u>
Fund A Loan P&D	\$ 423,964	15%
Construction Loan A21-003	2,321,100	85%
<b>Total</b>	<b>\$ 2,745,064</b>	<b>100%</b>

**KIA DEBT SERVICE:**

Construction Loan	\$ 2,745,064
Less: Principal Forgiveness	1,000,000
Amortized Loan Amount	\$ 1,745,064
Interest Rate	0.25%
Loan Term (Years)	30
Estimated Annual Debt Service	\$ 60,414
Administrative Fee (0.20%)	3,490
<b>Total Estimated Annual Debt Service</b>	<b>\$ 63,904</b>

**AMORTIZATION SCHEDULE OF PAYMENTS:** June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 12/01/21).

Full principal and interest payments will commence within one year of initiation of operation (estimated 12/01/22). All interest and principal repayments shall be made by Automated Clearing House "ACH" transfers.



**EXHIBIT B**

**REQUEST FOR PAYMENT AND PROJECT STATUS REPORT**

Borrower: \_\_\_\_\_

WX/SX Number: \_\_\_\_\_

KIA Loan #

Draw Number \_\_\_\_\_

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

The above identified Governmental Agency has entered into an Assistance Agreement with the Kentucky Infrastructure Authority (the "Authority") for the acquisition and construction of facilities described in the Assistance Agreement as the "Project."

Pursuant to the Assistance Agreement, we hereby certify that we have incurred the following expenses in connection with the Project and that the Authority's funding share of these expenses is in the amount so denoted in this request.

Documentation supporting the expenses incurred and identified per this request are attached.

**Funds Requested:** \_\_\_\_\_

**Project Budget and Expenses**

<b>Line Item</b>	<b>Cost</b>	<b>Expenses This Request</b>	<b>Expenses to Date</b>	<b>Project Budget</b>	<b>Balance</b>
1	Administrative				
2	Legal				
3	Land, Appraisals, Easements				
4	Relocation Expense				
5	Planning				
6	Engineering Fees – Design				
7	Engineering Fees - Construction				
8	Engineering Fees – Inspection				
9	Construction				
10	Equipment				
11	Contingency				
12	Other				
	<b>TOTAL</b>				

If expenses to date exceed project budget a revised budget must be submitted to and approved by the Authority before funds will be released.

**Project Funding**

<b>Funding Agency</b>	<b>Expenses This Request</b>	<b>Expenses to Date</b>	<b>Project Budget</b>	<b>Balance</b>
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
	<b>TOTAL</b>			

We certify that the expenses in this draw request were incurred pursuant to local procurement policies which conform to KRS 45A.

Borrower Signature: \_\_\_\_\_

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

Draw # \_\_\_\_\_

STATUS REPORT:

PROJECT IS:

On schedule \_\_\_\_\_  
Ahead of schedule \_\_\_\_\_  
Behind schedule \_\_\_\_\_  
If ahead or behind, please explain \_\_\_\_\_

**PROJECT EXPENSES THIS DRAW REQUEST**

*(Include Invoices for Expenses Listed Below)*

<b>Line Item</b>	<b>Draw #</b>	<b>Vender</b>	<b>Amount</b>
------------------	---------------	---------------	---------------

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**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 in connection with the "Eligible Project" and that all expenses represented in this request were duly incurred for the Construction of the "Project," that the Authority's funding share of these expenses is accurately represented and that such expenses have not been the subject of any request for disbursement previously submitted.

---

Engineer/Architect

---

Firm Name

**EXHIBIT C**

**SCHEDULE OF SERVICE CHARGES**

(See Attached)

**CITY OF EDDYVILLE, KENTUCKY  
ORDINANCE 2020-06-01  
WATER AND SEWER RATE ORDINANCE**

**WHEREAS**, the City of Eddyville, Kentucky on February 1, 2016 passed and adopted a City Ordinance pertaining to the rates, rules and regulations of the water and sewer system of the City of Eddyville, Kentucky; and

**WHEREAS**, certain changes and modifications of said Ordinance have become necessary due to changing times; and

**WHEREAS**, the cost of providing water and sewer services for the residents of the City of Eddyville, Kentucky has increased dramatically over the past few years; and

**WHEREAS**, the City of Eddyville, Kentucky must establish a rate to pay for maintenance and repairs to water and sewer system facilities;

**NOW THEREFORE, BE IT ORDAINED** by the City Council of the City of Eddyville, Kentucky as follows:

1. The City Ordinance Section 51.087 and Section 51.088 be amended and the specified provisions of the sections shall hereinafter read as follows:

**SECTION 51.087 RATES AND CHARGES FOR ORDINARY WATER SERVICE.**

The rates and charges for ordinary water services shall be based upon a metered rate as follows:

W-1	Single Residence in City Limits		
	Minimum Charge for 2,000 gallons	23.93	<u>\$24.65</u>
	Per 1,000 gallons above 2,000 gallons	5.18	<u>5.34</u>
W-2	Double Residence in City Limits		
	Minimum Charge for 4,000 gallons	47.85	<u>\$49.29</u>
	Per 1,000 gallons above 4,000 gallons	5.18	<u>5.34</u>
W-3	Amber Village - Four Unit		
	Minimum Charge for 8,000 gallons	95.72	<u>\$98.60</u>
	Per 1,000 gallons above 8,000 gallons	5.18	<u>5.34</u>

W-4	Amber Village - Eight Unit		
	Minimum Charge for 16,000 gallons	191.44	<u>\$197.19</u>
	Per 1,000 gallons above 16,000 gallons	5.18	<u>5.34</u>
W-5	Fredonia, Kentucky		
	Minimum Charge for 1,000 gallons	3.97	\$ 4.09
	Per 1,000 gallons above 1,000 gallons	3.97	<u>4.09</u>
W-6	Housing Project - 101 Units		
	Minimum Charge for 202,000 gallons	2,416.82	<u>\$2,489.33</u>
	Per 1,000 gallons for next 101,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons above 303,000 gallons	3.97	<u>4.09</u>
W-7	Single Residence outside City Limits		
	Minimum Charge for 2,000 gallons	28.42	<u>\$29.28</u>
	Per 1,000 gallons above 2,000 gallons	5.18	<u>5.34</u>
W-8	Double Residence outside City Limits		
	Minimum Charge for 4,000 gallons	56.84	<u>\$58.55</u>
	Per 1,000 gallons above 4,000 gallons	5.18	<u>5.34</u>
W-9	Business inside City Limits		
	Minimum Charge for 2,000 gallons	29.91	<u>\$30.81</u>
	Per 1,000 gallons for next 16,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons for next 80,000 gallons	4.72	<u>4.87</u>
	Per 1,000 gallons for next 100,000 gallons	4.38	<u>4.52</u>
	Per 1,000 gallons above 200,000 gallons	3.97	<u>4.09</u>
W-A	Double Business in City Limits		
	Minimum Charge for 4,000 gallons	59.82	<u>\$61.61</u>
	Per 1,000 gallons for next 16,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons for next 80,000 gallons	4.72	<u>4.87</u>
	Per 1,000 gallons for next 100,000 gallons	4.38	<u>4.52</u>
	Per 1,000 gallons above 200,000 gallons	3.97	<u>4.09</u>
W-B	Business Outside City Limits		
	Minimum Charge for 2,000 gallons	33.65	<u>\$34.66</u>
	Per 1,000 gallons for next 16,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons for next 80,000 gallons	4.72	<u>4.87</u>
	Per 1,000 gallons for next 100,000 gallons	4.38	<u>4.52</u>
	Per 1,000 gallons above 200,000 gallons	3.97	<u>4.09</u>
W-C	Double Business Outside City Limits		
	Minimum Charge for 4,000 gallons	67.30	<u>\$69.32</u>
	Per 1,000 gallons for next 16,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons for next 80,000 gallons	4.72	<u>4.87</u>

W-C	Double Business Outside City Limits-continued		
	Per 1,000 gallons for next 100,000 gallons	4.38	<u>4.52</u>
	Per 1,000 gallons above 200,000 gallons	3.97	<u>4.09</u>
W-D	Eddyville Swimming Pool/West Kentucky Farm Center/Lyon County Water District		
	Minimum Charge for 1,000 gallons	3.97	<u>\$4.09</u>
	Per 1,000 gallons over 1,000 gallons	3.97	<u>4.09</u>
W-E	Churches		
	Minimum Charge for 2,000 gallons	23.93	<u>\$24.65</u>
	Per 1,000 gallons above 2,000 gallons	5.18	<u>5.34</u>
W-F	Governmental Agencies		
	Minimum Charge for 2,000 gallons	29.91	<u>\$30.81</u>
	Per 1,000 gallons for next 8,000 gallons	5.18	<u>5.34</u>
	Per 1,000 gallons for next 40,000 gallons	4.72	<u>4.87</u>
	Per 1,000 gallons for next 50,000 gallons	4.38	<u>4.52</u>
	Per 1,000 gallons above 100,000 gallons	3.97	<u>4.09</u>

Water rate increases shall occur at the rate of 3% in year 2020, year 2022, year 2024, and year 2026. The increase shall take effect on July 1 of each year rate increase occurs.

#### Section 51.088 RATES AND CHARGES FOR SEWER SERVICE.

The rates and charges for sewer services shall be based upon water usage as follows:

S-1	Single Residence in City Limits		
	Minimum Charge for 2,000 gallons	26.58	<u>\$27.38</u>
	Per 1,000 gallons above 2,000 gallons	5.76	<u>5.94</u>
S-2	Double Residence in City Limits		
	Minimum Charge for 4,000 gallons	53.16	<u>\$54.76</u>
	Per 1,000 gallons above 4,000 gallons	5.76	<u>5.94</u>
S-3	Amber Village - Four Unit		
	Minimum Charge for 8,000 gallons	106.32	<u>\$109.51</u>
	Per 1,000 gallons above 8,000 gallons	5.76	<u>5.94</u>
S-4	Amber Village - Eight Unit		
	Minimum Charge for 16,000 gallons	212.64	<u>\$219.02</u>
	Per 1,000 gallons above 16,000 gallons	5.76	<u>5.94</u>

S-5	Flat Rate Charge - No Water Minimum Charge	44.30	<u>\$45.63</u>
S-6	Housing Project - 101 Units Minimum Charge for 202,000 gallons Per 1,000 gallons for next 101,000 gallons Per 1,000 gallons above 303,000 gallons	2,684.60 5.76 3.55	<u>\$2,765.14</u> <u>5.94</u> <u>3.66</u>
S-7	Single Residence outside City Limits Minimum Charge for 2,000 gallons Per 1,000 gallons above 2,000 gallons	31.57 5.76	<u>\$32.52</u> <u>5.94</u>
S-8	Double Residence outside City Limits Minimum Charge for 4,000 gallons Per 1,000 gallons above 4,000 gallons	63.14 5.76	<u>\$65.04</u> <u>5.94</u>
S-9	Business inside City Limits Minimum Charge for 2,000 gallons Per 1,000 gallons for next 8,000 gallons Per 1,000 gallons for next 40,000 gallons Per 1,000 gallons for next 50,000 gallons Per 1,000 gallons above 100,000 gallons	33.23 5.76 5.24 4.84 3.55	<u>\$34.23</u> <u>5.94</u> <u>5.40</u> <u>4.99</u> <u>3.66</u>
S-A	Double Business in City Limits Minimum Charge for 4,000 gallons Per 1,000 gallons for next 16,000 gallons Per 1,000 gallons for next 80,000 gallons Per 1,000 gallons for next 100,000 gallons Per 1,000 gallons above 200,000 gallons	66.46 5.76 5.24 4.84 3.55	<u>\$68.46</u> <u>5.94</u> <u>5.40</u> <u>4.99</u> <u>3.66</u>
S-B	Churches Minimum Charge for 2,000 gallons Per 1,000 gallons above 2,000 gallons	26.58 5.76	<u>\$27.38</u> <u>5.94</u>
S-C	Governmental Agencies Minimum Charge for 2,000 gallons Per 1,000 gallons for next 8,000 gallons Per 1,000 gallons for next 40,000 gallons Per 1,000 gallons for next 50,000 gallons Per 1,000 gallons above 100,000 gallons	33.23 5.76 5.24 4.84 3.55	<u>\$34.23</u> <u>5.94</u> <u>5.40</u> <u>4.99</u> <u>3.66</u>
S-D	City of Fredonia, Kentucky Minimum Charge for 1,000 gallons Per 1,000 gallons over 1,000 gallons	3.55 3.55	<u>\$3.66</u> <u>3.66</u>

S-E	West Kentucky Farm Center		
	Minimum Charge for 1,000 gallons	3.55	<u>\$3.66</u>
	Per 1,000 gallons over 1,000 gallons	3.55	<u>3.66</u>
S-F	Business outside City Limits		
	Minimum Charge for 1,000 gallons	37.40	<u>\$38.52</u>
	Per 1,000 gallons for the next 8,000 gallons	5.76	<u>5.94</u>
	Per 1,000 gallons for next 40,000 gallons	5.24	<u>5.40</u>
	Per 1,000 gallons for next 50,000 gallons	4.84	<u>4.99</u>
	Per 1,000 gallons above 100,000 gallons	3.55	<u>3.66</u>

Sewer rate increases shall occur at the rate of 3% in year 2020, year 2022, year 2024, and year 2026. The increase shall take effect on July 1 of each year rate increase occurs.

All ordinances or portions thereof hereby inconsistent with the amendments and herein are hereby repealed. All other provisions, both within the original ordinance and any amendments, not inconsistent with this ordinance are hereby reaffirmed.

This Ordinance governing rates shall be effective July 1, 2020.

First Reading	<u>June 1, 2020</u>
Second Reading	<u>June 22, 2020</u>
Published	<u>June 24, 2020</u>

---

John L. Choat, Mayor  
City of Eddyville, Kentucky

ATTEST:

---

Lynn Orange  
City Clerk/Treasurer

**EXHIBIT D**

**RESOLUTION**

A RESOLUTION APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE CITY OF EDDYVILLE, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE UP TO \$2,745,064 OF LOAN FUNDS FOR PROJECT NUMBER A21-003.

WHEREAS, the City Council (“Governing Authority”) of the City of Eddyville, Kentucky (“Governmental Agency”) has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the “Project”) to the Governmental Agency’s Wastewater system (the “System”);

WHEREAS, the Governmental Agency has made application to the Kentucky Infrastructure Authority (the “Authority”) for the purpose of providing monies for the Project; and

WHEREAS, in order to obtain such monies, the Governmental Agency is required to enter into an Assistance Agreement (the “Assistance Agreement”) with the Authority.

NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Eddyville, Kentucky, as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority regarding Project Number A21-003 substantially in the form on file with the Governmental Agency to provide the necessary financing to the Governmental Agency for the Project.

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

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

ADOPTED on May 3, 2021.

GOVERNMENTAL AGENCY:  
CITY OF EDDYVILLE, KENTUCKY

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
City Clerk of Governmental Agency



**CERTIFICATE**

I, the undersigned, hereby certify that I am the duly qualified and acting City Clerk of the City of Eddyville, Kentucky; that the foregoing is a full, true and correct copy of a Resolution adopted by the City Council of the City of Eddyville, Kentucky at a meeting duly held on May 3, 2021; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this May 3, 2021.

---

City Clerk of Governmental Agency

**EXHIBIT E**

**OPINION OF COUNSEL**

[Letterhead of Counsel to Governmental Agency]

May 3, 2021

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

Re: Assistance Agreement by and between Kentucky Infrastructure Authority and the City of Eddyville, Kentucky, regarding Project Number: A21-003.

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the City of Eddyville, Kentucky (the “Governmental Agency”). I am familiar with the organization and existence of the Governmental Agency and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the wastewater treatment works project (the “Project”) with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority (“Authority”) and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the legislation of the governing authority authorizing the execution and delivery of said Assistance Agreement and the plans, designs and specifications prepared by the engineers for the Governmental Agency with respect to the Project.

Based upon my review I am of the opinion that:

- 1) The Governmental Agency is a duly organized and existing municipal corporation and political subdivision of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
- 2) The Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors’ rights or remedies generally.
- 3) The Governmental Agency has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Assistance Agreement and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The Service Charges, as defined in the Assistance Agreement, are in full force and effect and have been duly and lawfully adopted by the Governmental Agency.

5) The execution and delivery of the Assistance Agreement and the performance by the Governmental Agency of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Governmental Agency, or any of its properties or assets. The Governmental Agency has obtained each and every authorization, consent, permit, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, agency or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery or performance by the Governmental Agency of the Assistance Agreement and the imposition of the Service Charges.

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

7) None of the proceedings or authority heretofore taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement have been repealed, rescinded, or revoked.

8) To the best of my knowledge, the Governmental Agency has fully complied with all federal and state labor and procurement laws in connection with the acquisition and construction of the Project.

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

Very truly yours,

**EXHIBIT F**

**LOAN TERM SCHEDULE**

Principal Amount of Loan:	\$2,745,064
Loan Interest Rate:	0.25%
Default Interest Rate:	8.00%
Authority's Administrative Fee:	0.20%
Loan Payment Dates:	Each June 1 and December 1
Amortization Commencement Date:	December 1, 2022
Schedule of Payments:	see attached

The Loan has been awarded principal forgiveness in the amount of 50% of the Principal Amount of the Loan, not to exceed \$1,000,000, which will be credited to the Loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the Borrower.

It is understood and agreed by the parties to this Assistance Agreement that this Term Loan Schedule (Exhibit F) is an integral part of the Assistance Agreement between the Governmental Agency and the Authority. This Term Loan Schedule may be amended, supplemented or modified by the mutual agreement of the Governmental Agency and the Authority provided that such amendment, supplement or modification shall be in writing and executed by the respective duly authorized officers of the Governmental Agency and the Authority. Upon the execution and delivery of any amended, supplemented or modified Term Loan Schedule, the Assistance Agreement and the Term Loan Schedule shall be, and be deemed to be, amended, supplemented and modified in accordance therewith, and the respective rights, duties and obligations under the Assistance Agreement of the Governmental Agency and the Authority shall thereafter be determined, exercised and enforced under the Assistance Agreement subject in all respects to such amendments, supplements and modifications.

KENTUCKY INFRASTRUCTURE AUTHORITY  
 ANTICIPATED REPAYMENT SCHEDULE  
 LOAN #A21-003  
 EDDYVILLE, CITY OF

Original Loan Amount \$ 2,745,064.00  
 Principal Forgiveness \$ (1,000,000.00)  
 Repayment Amount \$ 1,745,064.00

0.25% Interest  
 \$30,206.86 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
12/01/22	\$28,025.53	\$2,181.33	0.25%	\$30,206.86	\$1,745.06	\$0.00	\$31,951.92	\$1,745,064.00	\$6,900.00	\$6,900.00
06/01/23	\$28,060.56	\$2,146.30	0.25%	\$30,206.86	\$1,717.04	\$0.00	\$31,923.90	\$1,688,977.91	\$0.00	\$6,900.00
12/01/23	\$28,095.64	\$2,111.22	0.25%	\$30,206.86	\$1,688.98	\$0.00	\$31,895.84	\$1,660,882.27	\$6,900.00	\$13,800.00
06/01/24	\$28,130.76	\$2,076.10	0.25%	\$30,206.86	\$1,660.88	\$0.00	\$31,867.74	\$1,632,751.51	\$0.00	\$13,800.00
12/01/24	\$28,165.92	\$2,040.94	0.25%	\$30,206.86	\$1,632.75	\$0.00	\$31,839.61	\$1,604,585.59	\$6,900.00	\$20,700.00
06/01/25	\$28,201.13	\$2,005.73	0.25%	\$30,206.86	\$1,604.59	\$0.00	\$31,811.45	\$1,576,384.46	\$0.00	\$20,700.00
12/01/25	\$28,236.38	\$1,970.48	0.25%	\$30,206.86	\$1,576.38	\$0.00	\$31,783.24	\$1,548,148.08	\$6,900.00	\$27,600.00
06/01/26	\$28,271.67	\$1,935.19	0.25%	\$30,206.86	\$1,548.15	\$0.00	\$31,755.01	\$1,519,876.41	\$0.00	\$27,600.00
12/01/26	\$28,307.01	\$1,899.85	0.25%	\$30,206.86	\$1,519.88	\$0.00	\$31,726.74	\$1,491,569.40	\$6,900.00	\$34,500.00
06/01/27	\$28,342.40	\$1,864.46	0.25%	\$30,206.86	\$1,491.57	\$0.00	\$31,698.43	\$1,463,227.00	\$0.00	\$34,500.00
12/01/27	\$28,377.83	\$1,829.03	0.25%	\$30,206.86	\$1,463.23	\$0.00	\$31,670.09	\$1,434,849.17	\$6,900.00	\$41,400.00
06/01/28	\$28,413.30	\$1,793.56	0.25%	\$30,206.86	\$1,434.85	\$0.00	\$31,641.71	\$1,406,435.87	\$0.00	\$41,400.00
12/01/28	\$28,448.82	\$1,758.04	0.25%	\$30,206.86	\$1,406.44	\$0.00	\$31,613.30	\$1,377,987.05	\$6,900.00	\$48,300.00
06/01/29	\$28,484.38	\$1,722.48	0.25%	\$30,206.86	\$1,377.99	\$0.00	\$31,584.85	\$1,349,502.67	\$0.00	\$48,300.00
12/01/29	\$28,519.98	\$1,686.88	0.25%	\$30,206.86	\$1,349.50	\$0.00	\$31,556.36	\$1,320,982.69	\$6,900.00	\$55,200.00
06/01/30	\$28,555.63	\$1,651.23	0.25%	\$30,206.86	\$1,320.98	\$0.00	\$31,527.84	\$1,292,427.06	\$0.00	\$55,200.00
12/01/30	\$28,591.33	\$1,615.53	0.25%	\$30,206.86	\$1,292.43	\$0.00	\$31,499.29	\$1,263,835.73	\$6,900.00	\$62,100.00
06/01/31	\$28,627.07	\$1,579.79	0.25%	\$30,206.86	\$1,263.84	\$0.00	\$31,470.70	\$1,235,208.66	\$0.00	\$62,100.00
12/01/31	\$28,662.85	\$1,544.01	0.25%	\$30,206.86	\$1,235.21	\$0.00	\$31,442.07	\$1,206,545.81	\$6,900.00	\$69,000.00
06/01/32	\$28,698.68	\$1,508.18	0.25%	\$30,206.86	\$1,206.55	\$0.00	\$31,413.41	\$1,177,847.13	\$0.00	\$69,000.00
12/01/32	\$28,734.55	\$1,472.31	0.25%	\$30,206.86	\$1,177.85	\$0.00	\$31,384.71	\$1,149,112.58	\$6,900.00	\$75,900.00
06/01/33	\$28,770.47	\$1,436.39	0.25%	\$30,206.86	\$1,149.11	\$0.00	\$31,355.97	\$1,120,342.11	\$0.00	\$75,900.00
12/01/33	\$28,806.43	\$1,400.43	0.25%	\$30,206.86	\$1,120.34	\$0.00	\$31,327.20	\$1,091,535.68	\$6,900.00	\$82,800.00
06/01/34	\$28,842.44	\$1,364.44	0.25%	\$30,206.86	\$1,091.54	\$0.00	\$31,298.40	\$1,062,693.24	\$0.00	\$82,800.00
12/01/34	\$28,878.49	\$1,328.37	0.25%	\$30,206.86	\$1,062.69	\$0.00	\$31,269.55	\$1,033,814.75	\$6,900.00	\$89,700.00
06/01/35	\$28,914.59	\$1,292.27	0.25%	\$30,206.86	\$1,033.81	\$0.00	\$31,240.67	\$1,004,900.16	\$0.00	\$89,700.00
12/01/35	\$28,950.73	\$1,256.13	0.25%	\$30,206.86	\$1,004.90	\$0.00	\$31,211.76	\$975,949.43	\$6,900.00	\$96,600.00
06/01/36	\$28,986.92	\$1,219.94	0.25%	\$30,206.86	\$975.95	\$0.00	\$31,182.81	\$946,962.51	\$0.00	\$96,600.00
12/01/36	\$29,023.16	\$1,183.70	0.25%	\$30,206.86	\$946.96	\$0.00	\$31,153.82	\$917,939.35	\$6,900.00	\$103,500.00
06/01/37	\$29,059.44	\$1,147.42	0.25%	\$30,206.86	\$917.94	\$0.00	\$31,124.80	\$888,879.91	\$0.00	\$103,500.00
12/01/37	\$29,095.76	\$1,111.10	0.25%	\$30,206.86	\$888.88	\$0.00	\$31,095.74	\$859,784.15	\$6,900.00	\$110,400.00
06/01/38	\$29,132.13	\$1,074.73	0.25%	\$30,206.86	\$859.78	\$0.00	\$31,066.64	\$830,652.02	\$0.00	\$110,400.00
12/01/38	\$29,168.54	\$1,038.32	0.25%	\$30,206.86	\$830.65	\$0.00	\$31,037.51	\$801,483.48	\$6,900.00	\$117,300.00
06/01/39	\$29,205.01	\$1,001.85	0.25%	\$30,206.86	\$801.48	\$0.00	\$31,008.34	\$772,278.47	\$0.00	\$117,300.00
12/01/39	\$29,241.51	\$965.35	0.25%	\$30,206.86	\$772.28	\$0.00	\$30,979.14	\$743,036.96	\$6,900.00	\$124,200.00
06/01/40	\$29,278.06	\$928.80	0.25%	\$30,206.86	\$743.04	\$0.00	\$30,949.90	\$713,758.90	\$0.00	\$124,200.00
12/01/40	\$29,314.66	\$892.20	0.25%	\$30,206.86	\$713.76	\$0.00	\$30,920.62	\$684,444.24	\$6,900.00	\$131,100.00
06/01/41	\$29,351.30	\$855.56	0.25%	\$30,206.86	\$684.44	\$0.00	\$30,891.30	\$655,092.94	\$0.00	\$131,100.00
12/01/41	\$29,387.99	\$818.87	0.25%	\$30,206.86	\$655.09	\$0.00	\$30,861.95	\$625,704.95	\$6,900.00	\$138,000.00
06/01/42	\$29,424.73	\$782.13	0.25%	\$30,206.86	\$625.70	\$0.00	\$30,832.56	\$596,280.22	\$0.00	\$138,000.00
12/01/42	\$29,461.51	\$745.35	0.25%	\$30,206.86	\$596.28	\$0.00	\$30,803.14	\$566,818.71	\$0.00	\$138,000.00
06/01/43	\$29,498.34	\$708.52	0.25%	\$30,206.86	\$566.82	\$0.00	\$30,773.68	\$537,320.37	\$0.00	\$138,000.00
12/01/43	\$29,535.21	\$671.65	0.25%	\$30,206.86	\$537.32	\$0.00	\$30,744.18	\$507,785.16	\$0.00	\$138,000.00

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
06/01/44	\$29,572.13	\$634.73	0.25%	\$30,206.86	\$507.79	\$0.00	\$30,714.65	\$478,213.03	\$0.00	\$138,000.00
12/01/44	\$29,609.09	\$597.77	0.25%	\$30,206.86	\$478.21	\$0.00	\$30,685.07	\$448,603.94	\$0.00	\$138,000.00
06/01/45	\$29,646.11	\$560.75	0.25%	\$30,206.86	\$448.60	\$0.00	\$30,655.46	\$418,957.83	\$0.00	\$138,000.00
12/01/45	\$29,683.16	\$523.70	0.25%	\$30,206.86	\$418.96	\$0.00	\$30,625.82	\$389,274.67	\$0.00	\$138,000.00
06/01/46	\$29,720.27	\$486.59	0.25%	\$30,206.86	\$389.27	\$0.00	\$30,596.13	\$359,554.40	\$0.00	\$138,000.00
12/01/46	\$29,757.42	\$449.44	0.25%	\$30,206.86	\$359.55	\$0.00	\$30,566.41	\$329,796.98	\$0.00	\$138,000.00
06/01/47	\$29,794.61	\$412.25	0.25%	\$30,206.86	\$329.80	\$0.00	\$30,536.66	\$300,002.37	\$0.00	\$138,000.00
12/01/47	\$29,831.86	\$375.00	0.25%	\$30,206.86	\$300.00	\$0.00	\$30,506.86	\$270,170.51	\$0.00	\$138,000.00
06/01/48	\$29,869.15	\$337.71	0.25%	\$30,206.86	\$270.17	\$0.00	\$30,477.03	\$240,301.36	\$0.00	\$138,000.00
12/01/48	\$29,906.48	\$300.38	0.25%	\$30,206.86	\$240.30	\$0.00	\$30,447.16	\$210,394.88	\$0.00	\$138,000.00
06/01/49	\$29,943.87	\$262.99	0.25%	\$30,206.86	\$210.39	\$0.00	\$30,417.25	\$180,451.01	\$0.00	\$138,000.00
12/01/49	\$29,981.30	\$225.56	0.25%	\$30,206.86	\$180.45	\$0.00	\$30,387.31	\$150,469.71	\$0.00	\$138,000.00
06/01/50	\$30,018.77	\$188.09	0.25%	\$30,206.86	\$150.47	\$0.00	\$30,357.33	\$120,450.94	\$0.00	\$138,000.00
12/01/50	\$30,056.30	\$150.56	0.25%	\$30,206.86	\$120.45	\$0.00	\$30,327.31	\$90,394.64	\$0.00	\$138,000.00
06/01/51	\$30,093.87	\$112.99	0.25%	\$30,206.86	\$90.39	\$0.00	\$30,297.25	\$60,300.77	\$0.00	\$138,000.00
12/01/51	\$30,131.48	\$75.38	0.25%	\$30,206.86	\$60.30	\$0.00	\$30,267.16	\$30,169.29	\$0.00	\$138,000.00
06/01/52	\$30,169.29	\$37.57	0.25%	\$30,206.86	\$30.17	\$0.00	\$30,237.03	\$0.00	\$0.00	\$138,000.00
<b>Totals</b>	<b>\$1,745,064.00</b>	<b>\$67,347.60</b>		<b>\$1,812,411.60</b>	<b>\$53,878.18</b>	<b>\$0.00</b>	<b>\$1,866,289.78</b>		<b>\$138,000.00</b>	

Created by KIA on 04/06/2021

## **EXHIBIT G**

### **ADDITIONAL COVENANTS AND AGREEMENTS**

- (A) Unless otherwise agreed to by the Authority, all Loan proceeds shall be expended by the Governmental Agency no later than six months after the initiation of operation of the Project.
  
- (B)
  - 1. The Authority to Award (bid) package must be approved by the Cabinet's Division of Water (the "DOW") prior to all contracts being awarded. Contract 1 has already received the Authority to Award package from the DOW. The DOW must conduct a preconstruction and project management conference for all contracts.
  
  - 2. All easements or purchases of land shall be completed prior to commencement of construction. Certification of all land or easement acquisitions shall be provided to the DOW. The certification of all land or easement acquisitions has already been provided for Contract 1.
  
  - 3. No construction funds for projects will be reimbursed to the Governmental Agency until the Authority receives from the DOW a certification letter that states that a project has been bid and meets all SRF requirements.
  
  - 4. Construction costs will be reimbursed monthly to the Governmental Agency upon presentation to the Authority and the DOW of invoices and supporting documentation showing costs incurred for approved contracts.

**KENTUCKY INFRASTRUCTURE AUTHORITY**  
**Minutes of the Full Board**

**Meeting Date/Location: December 3, 2020 – 1:00 p.m.**  
**Kentucky Infrastructure Authority**  
**Via Video Conference**

**Members present:**

Mr. Dennis Keene, Commissioner, Department for Local Government  
Ms. Geri Grigsby, proxy for. Holly M. Johnson, Secretary, Finance and Administration Cabinet  
Ms. Rebecca Goodman, Secretary, Energy and Environment Cabinet  
Mr. Ron Lovan, Representing the Kentucky Section of the American Water Works Association  
Ms. Linda Bridwell, Executive Director, Public Service Commission  
Mr. Bobby Aldridge, proxy for Interim Secretary Larry Hayes, Cabinet for Economic Development  
Mr. Russell Rose, representing Kentucky Rural Water Association  
Mayor Les Stapleton, representing Kentucky League of Cities  
Mr. Robert A. Amato, representing Kentucky Municipal Utilities Association  
Mr. Kurt Stafford, representing the For-Profit Water Companies  
Judge David A. Voegelé, representing Kentucky Association of Counties

**DLG Staff:**

Ms. Megan Armstrong, Public Information Officer  
Mr. Eddie Jacobs, Chief of Staff  
Ms. Mary Palmer, Executive Assistant  
Mr. Matthew Stephens, General Counsel  
Ms. Kim Wooldridge, Executive Assistant

**KIA Staff:**

Ms. Sandy Williams, Deputy Executive Director  
Ms. Julie Bickers, Regional Compliance Coordinator  
Mr. Alex Fisher, Financial Analyst  
Ms. Carmen Ignat, Financial Analyst  
Ms. Debbie Landrum, Regional Compliance Coordinator  
Ms. Meg Link, Administrative Specialist III and KIA Secretary  
Mr. Don Schierer, WRIS Resource Management Analyst  
Ms. Sarah Parsley, Regional Compliance Coordinator  
Mr. Tom Schubert, GIS Specialist  
Ms. Meili Sun, Financial Analyst

**Guests:**

Mr. Jory Becker, Division of Water  
Mr. Brian Bingham, Louisville & Jefferson County Metropolitan Sewer District  
Mayor John Choat, City of Eddyville  
Ms. Bethany Couch, Office of Financial Management  
Mr. Kyle Cunningham, Pennyriple Area Development District  
Ms. Katherine Halloran, Legislative Research Commission  
Mr. Charles McCann, Rivercrest Engineering  
Mr. Wes Sydnor, Louisville & Jefferson County Metropolitan Sewer District  
Mr. Damon Talley, Stoll, Keenon Ogden  
Ms. Julia Wang, Legislative Research Commission



## **PROCEEDINGS**

Commissioner Dennis Keene, called the meeting of the Kentucky Infrastructure Authority (KIA) Board to order. He noted that the press notification distribution had been done appropriately and confirmed a quorum was present. Meg Link, KIA Secretary was asked to call the Roll.

Commissioner Keene, announced Deputy Director Linda Bridwell's departure from KIA as of November 30<sup>th</sup>. She has assumed the Executive Director position with the Public Service Commission. She will resume a position on the Board of Directors. Commissioner Keene also introduced Ms. Sandy Williams the new Deputy Executive Director. She assumed the position on December 1<sup>st</sup> and was previously with the Office of Financial Management. Ms. Williams said she was very happy to return to KIA and was excited to hit the ground running.

### **I. BUSINESS (Board Action Required)**

#### **1. APPROVAL OF MINUTES**

**For: KIA Regular Board Meeting of November 5, 2020**

*Mr. Ron Lovan moved to approve the minutes of the November 5, 2020, regular board meeting. Mr. Russ Rose seconded, and the motion carried unanimously.*

### **B. NEW PROJECTS/ACTION ITEMS**

#### **1. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED CLEAN WATER REVOLVING FUND LOAN (A21-003) FOR AN AMOUNT UP TO \$2,745,064 TO THE CITY OF EDDYVILLE, LYON COUNTY, KENTUCKY**

Mr. Jory Becker, DOW, and Ms. Meili Sun, KIA, discussed the City of Eddyville's request for a Fund A loan, (A21-003) for an amount up to \$2,745,064 to fund the Wastewater SSES and Rehabilitation – South of Fairview Ave Project. The requested loan amount includes \$423,964 for the planning and design portion previously approved in November, 2019. This project will rehabilitate and replace the lines and manholes as identified in the planning and design phase to reduce inflow and infiltration points in Eddyville's collection system. It will also replace the dry pit design of the existing lift station at the Industrial Park on US 62 East with a more appropriate and safer submersible pump station that will reduce repeated overflows. The new pump station is designed to accommodate the current demands and potential growth from the Industrial Park.

The City's sewer system currently serves approximately 900 retail customers and treats wastewater from the City of Fredonia. The KISOP (Kentucky Inter-System Operating Permit) wastewater treatment accounts for less than 4% of total volume treated annually.

*Ms. Linda Bridwell moved to approve the Fund A loan (A21-003), for an amount up to \$2,745,064 with the standard conditions. Mr. David Voegel seconded and the motion was unanimously approved.*

**2. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR ASSUMPTION OF THE INFRASTRUCTURE REVOLVING FUND LOANS (B10-01), (B10-04) and (B15-006) BY THE LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT, JEFFERSON COUNTY, KENTUCKY**

Mr. Alex Fisher, KIA, discussed the Louisville and Jefferson County Metropolitan Sewer District’s request to assume the Fund B Loans, B10-01, B10-04 and B15-006 from the Bullitt County Sanitation District (BCSD) as part of MSD’s acquisition of the BCSD wastewater system and all of its assets. The existing loans were approved between 2010-2016 by the KIA board to fund various wastewater system improvement and expansion projects in Bullitt County. At this time, it is estimated that the acquisition will be completed by the end of March 2021.

Upon the execution of this transfer of assets, MSD will assume total ownership of BCSD. This merger will help provide the residents of Bullitt County seamless transition while adding capacity to MSD’s capacity and customer base. MSD will continue to honor the enacted ordinance increases for BCSD.

*Mr. Lovan asked if there were operational issues that prompted this assumption. Mr. Fisher noted he was not aware of any, that in recent years, MSD had assumed loans from Oldham County Environmental along with others in the area and were continuing that process.*

*Mr. Russ Rose asked if the acquisition doesn’t occur will the loans remain in the name of Bullitt County Sanitation District. Mr. Fisher confirmed that to be the case.*

***Mr. Ron Lovan moved to approve the assumption of Fund B Loans, (B10-01), (B10-04) and (B15-006) for an amount up to \$676,262 with the standard conditions. ADD NAME OF PERSON WHO SECONDED THE MONTION seconded and the motion was unanimously approved.***

**3. RESOLUTION OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING AND APPROVING THE ISSUANCE OF OBLIGATIONS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY TO REIMBURSE CAPITAL EXPENDITURES MADE BY GOVERNMENTAL AGENCIES PURSUANT TO LOANS MADE BY THE KENTUCKY INFRASTRUCTURE AUTHORITY TO SUCH GOVERNMENTAL AGENCIES**

This is a routine resolution allowing KIA to reimburse expenses that are paid out of the Authority’s funds with bond proceeds. The projects listed below are covered under this resolution:

<b>BORROWER</b>	<b>FUND</b>	<b>AMOUNT UP TO</b>
City of Eddyville	A21-003	\$2,745,064

***Ms. Linda Bridwell moved to approve the reimbursement resolution. Mr. Ron Lovan seconded and the motion carried unanimously.***

## EXECUTIVE DIRECTOR’S REPORT

Deputy Executive Director Sandy Williams noted the DWSRF & CWSRF Call for Projects deadline tomorrow, December 4th. A project has to be on the priority list to be eligible to receive funding from the federal programs. The Division of Water completes an initial review of the projects and requested modifications or answers to questions.

In regards to the KIA Audit, unfortunately, Dean Dorton’s Partner-in-Charge of Audit Review had an emergency and was unexpectedly out of the office for several days, which has delayed completion of KIA’s audit. Everything should be finished up shortly and will be presented at the next Board meeting.

There continues to be a handful of 2020 projects that have not moved forward due to Covid delays, so the Board will continue to see some of those projects.

We now have two borrowers that have requested a delay in their December payment due to reduced revenues during Covid. We have granted those requests and will continue to work with everyone who contacts us.

## ANNOUNCEMENTS/NOTIFICATIONS

- Next scheduled KIA board meeting:  
**Thursday, January 7, 2021, 1:00 p.m.**

***There being no further business, Mr. Russ Rose moved to adjourn. Mr. Ron Lovan seconded and the motion carried unanimously. The December 3, 2020 meeting of the Board of the Kentucky Infrastructure Authority was adjourned.***

Submitted by:

*Margaret F. Link*  
Margaret F. Link, Secretary  
Kentucky Infrastructure Authority

*December 8, 2020*  
Date

# CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

## Minutes

December 16, 2020

### Call to Order and Roll Call

The Capital Projects and Bond Oversight Committee was held on Wednesday, December 16, 2020, at 1:00 PM, in Room 149 of the Capitol Annex. Representative Walker Thomas, Chair, called the meeting to order, and the secretary called the roll.

Present were:

Members: Senator Rick Girdler, Co-Chair; Representative Walker Thomas, Co-Chair; Senators Christian McDaniel, and Robby Mills; Representatives Phillip Pratt and Maria Sorolis.

Guests: Elizabeth Baker, Planning Director, University Budget Office, University of Kentucky; Dr. Robert L. Jackson, President, Murray State University; Scott Aubrey, Director, Division of Real Properties, Department for Facilities and Support Services; Sandy Williams, Deputy Executive Director, Kentucky Infrastructure Authority; and Ryan Barrow, Executive Director, Office of Financial Management.

LRC Staff: Katherine Halloran, Committee Staff Administrator; Julia Wang, Legislative Analyst; and Jenny Wells Lathrem, Committee Assistant.

### Approval of Minutes

Representative Pratt moved to approve the November 19, 2020, meeting minutes. Senator Girdler seconded the motion, and the committee approved without objection.

### Information Items

Ms. Halloran referenced two information items. Pursuant to KRS 45.760(5), the University of Kentucky reported two cash medical equipment purchases totaling just over \$2.8 million for two Markey Cancer Center locations.

Pursuant to KRS 45.812(1), the Fairfield Independent (Boyd County), Pike County, and Pulaski County school districts, none of which needed an additional tax levy to pay debt service, reported upcoming debt issues to finance new projects.

### Lease and Project Reports from Postsecondary Institutions The University of Kentucky

Senator Girdler moved to roll the four new leases into one roll call vote, seconded by Representative Pratt, and approved without objection.

Ms. Baker submitted four new UK HealthCare leases, all of which include utilities; Markey Cancer Center, 2195 Harrodsburg Road: 10,320 square feet at \$31.71 per square foot for a \$327,247.20 annual cost; Sanders-Brown Center on Aging, 2195 Harrodsburg Road: 15,000 square feet at \$34.59 per square foot for a \$518,850 annual cost; Pediatrics Clinic, 2400 Greatstone Point: 15,000 square feet at \$29.80 per square foot for a \$447,000 annual cost; and Enhanced Care through Advanced Technology Intensive Care Unit (eICU), 2347 Sterlington Road: 5,124 square foot at \$26.10 per square foot for a \$133,736.40 annual cost. The committee approved the eICU lease for another location in May, after which UK learned that the subject location did not have the necessary IT infrastructure and installation would have been too costly.

Representative Pratt moved to approve the leases, seconded by Senator McDaniel, and approved by unanimous roll call vote.

### **Murray State University**

Dr. Jackson submitted the \$2 million Renovate Lovett Auditorium – Phase 1 project, financed from MSU’s deferred maintenance funds. MSU had to close the hundred year old facility in the fall but can use it next fall with completed renovations, HVAC, and other areas [repair/replacement of electrical panels].

Representative Thomas said that he appreciated Dr. Jackson’s efforts in Murray.

Senator Mills moved to approve the project, seconded by Senator Girdler, and approved by unanimous roll call vote.

### **Lease Report from the Finance and Administration Cabinet**

Mr. Aubrey submitted one lease renewal under the same terms and conditions; Cabinet for Health and Family Services, Clark County: 10,946 square feet at \$10 per square foot for a \$109,460 annual cost.

Senator Girdler moved to approve the lease renewal, seconded by Representative Pratt, and approved by unanimous roll call vote.

### **Report from the Office of Financial Management**

#### **Kentucky Infrastructure Authority**

Ms. Williams submitted two Clean Water State Revolving Fund (Fund A) and two Infrastructure Revolving Fund Program (Fund B) loan requests. Due to higher than expected bids, the LaGrange Utilities Commission, Oldham County, requested a \$202,500 loan increase to its previously approved \$3,121,200 Fund A loan; resulting in a just over \$3.3 million total loan amount for the Pump Station and Interceptor Sewer Upgrade project. The lift station and interceptor sewer upgrades will address state enforcement action by eliminating a sanitary sewer overflow at a manhole, north side of I-71. For 4,000 gallons,

effective next year, the monthly inside city sewer rate will be \$35.46, reflecting a five percent increase. The loan term is twenty years at a 1.75 percent interest rate with estimated \$204,326 annual debt service.

Senator Mills moved to approve the first Fund A loan, seconded by Senator Girdler, and approved by unanimous roll call vote.

The City of Eddyville, Lyon County, requested a \$2,745,064 Fund A loan, which includes the previously approved Fund A planning and design loan [and of which KIA will apply \$1 million in principal forgiveness] for its Wastewater SSES and Rehabilitation - South of Fairview Avenue project; new pump station at the industrial park and rehabilitation of sewer lines and manholes. The city's 2018 rate ordinance includes three percent sewer and water rate increases on July 1 of even numbered years through 2026. For 4,000 gallons, the monthly inside city sewer and water rates are \$39.26 and \$35.33. The loan term is thirty years at a .25 percent interest rate with estimated \$63,904 annual debt service.

Senator McDaniel moved to approve the second Fund A loan, seconded by Senator Mills, and approved by unanimous roll call vote.

The Louisville and Jefferson County Metropolitan Sewer District requested to assume the \$676,262 balance of three outstanding Bullitt County Sanitation District Fund B sewer loans, approved between fiscal years 2010 and 2016, due to MSD's pending acquisition of BCDS's wastewater system. MSD will maintain BCSD's enacted rate schedules.

Senator Mills moved to approve the Fund B loan assumptions, seconded by Senator Girdler, and approved by unanimous roll call vote.

The Hyden-Leslie County Water District requested a \$2.735 million Fund B loan to retire a Kentucky Rural Water Finance Corporation short-term note. The note refinanced debt for a \$4.1 million project; 61.5 miles of waterline, two fifty thousand gallon water tanks, and three pump stations; extending service to 317 customers. The District's last water rate increase was in 2010 and [PSC approved a phased rate increase, bringing for 4,000 gallons, the monthly water rate from \$31.48 to \$54.74]. The loan term is thirty years at a .50 interest rate with estimated \$103,759 annual debt service.

In response to Senator McDaniel, Representative Thomas confirmed that the district met KIA's special conditions specified in its submittal.

Senator McDaniel moved to approve the Fund B loan, seconded by Representative Pratt, and approved by unanimous roll call vote.

**Office of Financial Management  
New Conduit Debt Issue**

Mr. Barrow submitted a new Kentucky Housing Corporation conduit debt issue, KHC Tax-Exempt Conduit Multifamily Housing Revenue Bonds (Jefferson Landing), Series 2021; 204 units in Jefferson County, net proceeds of about \$35 million. KHC conduit debt issues are applied towards the state's private activity volume cap but affect neither the commonwealth's nor KHC's financials as the developer pays the debt service.

Senator Girdler moved to approve the new debt issue, seconded by Representative Pratt, and approved by unanimous roll call vote.

**Previous Debt Issues**

Mr. Barrow reported two previous debt issues. The first was the Northern Kentucky University General Receipts Refunding Bonds, 2020 Series A and General Receipts Bonds, 2020 Series B. Respective issuance amounts for the seven-year bond issue were just under \$5.8 million and \$3.5 million with true interest costs of .95 percent and 1.095 percent. Rates are still low, reflected in the high percentage Series A 9.4 percent net present value savings, or \$580,000. The second was the KHC Tax-Exempt Conduit Multifamily Housing Revenue Bonds (Overlook at Elkhorn Creek Apartments), Series 2020; 156 units in Georgetown, net proceeds approximately \$21 million.

**School District Debt Issues with School Facilities Construction Commission Debt Service Participation**

Senator Girdler moved to roll the nine debt issues with SFCC participation into one roll call vote, seconded by Senator Mills, and approved without objection.

Mr. Barrow submitted ten debt issues with SFCC participation; three for new projects and six to refinance debt. The Beechwood Independent (Kenton County), Lewis County, and Paris Independent (Bourbon County) school districts planned debt issuances totaling around \$35.8 million, with SFCC debt service supporting just over \$1 million with district debt service supporting 97 percent, to finance new projects. The Lewis County and Paris Independent (Bourbon County) school districts did not need an additional tax levy for debt service.

The refunding issues were for the following five school districts: Bellevue Independent (Campbell County), Carroll County, Glasgow Independent (Barren County), Southgate Independent (Campbell County), and Wayne County (2); totaling approximately \$7.2 million, with SFCC debt service supporting just under \$4 million (fifty-five percent) and district debt service supporting around \$3.2 million (forty-five percent).

Representative Thomas commented that the number of refundings was consistent with the low interest rates.

In response to Senator McDaniel, Mr. Barrow said that district tax levies enhance coverages, allowing capitalization of future receipts.

Senator Girdler moved to approve the debt issues with SFCC participation, seconded by Representative Pratt, and approved by unanimous roll call vote.

Representative Thomas read a resolution honoring Representative Maria Sorolis for her service to the committee. Representative Sorolis thanked the members, saying it was her pleasure to serve.

Representative Thomas announced the January 20, 2021 next meeting date.

With there being no further business the meeting adjourned at 1:40 p.m.














# City of Eddyville AA A21-003 (e-signature)

Final Audit Report

2021-05-12


Created:	2021-05-06
By:	Nicholas Lococo (njlococo@rubinhays.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAts7apu8QKZ6Na9NDodP95e9uGgHQmHBQ

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**CITY OF EDDYVILLE, KENTUCKY**

**Response to Commission Staff's Supplement Request for Information  
Case No. 2022-00138**

Question No. 2

Responding Witness: Legal Counsel

**Q-2. State the percentage of completion for the project funded with Kentucky Infrastructure Authority Loan A21-003.**

A-2. The construction of the proposed project is near completion and is expected to be completed this month.

**CITY OF EDDYVILLE, KENTUCKY**

**Response to Commission Staff's Supplement Request for Information  
Case No. 2022-00138**

Question No. 3

Responding Witness: Legal Counsel

- Q-3. Provide the amortization schedule for Kentucky Infrastructure Authority Loan A21-003.**
- A-3. A proposed amortization schedule can be found at Exhibit F of the Assistance Agreement (Attachment 1 to this Response).