COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF ROWAN	**)**	
WATER, INC. FOR A RATE ADJUSTMENT	**)**	**CASE NO.**
FOR SMALL UTILITIES PURSUANT TO	**)**	**2022-00252**
807 KAR 5:076	**)**	

SUPPLEMENTAL INFORMATION

Rowan Water, Inc. ("Rowan Water") is a non-profit water association created pursuant to the provisions of Chapter 273 of the Kentucky Revised Statutes. Rowan Water is in good standing with the Kentucky Secretary of State. Rowan Water has filed for a rate adjustment for small utilities pursuant to 807 KAR 5:076. A completed ARF Form 1 and all necessary attachments are included with this filing. Customer notice was mailed to all customers along with the customer bills on September 2, 2022. Rowan Water has posted the customer notice at its office and will post the customer notice on its website, along with a link to the Commission's website where this filing can be found, within five days.

Rowan Water only files forms 990 and 8879 with the Internal Revenue Service. Copies of both forms are attached to this filing.

Rowan Water's depreciation schedule for all utility plant in service is attached to this filing. Rowan Water is also attaching information related to its water meters (Badger meters) regarding the life expectancy of the batteries for depreciation expense. Rowan Water believes that its meter deprecation should not be adjusted to the NARUC lives. Rowan Water also believes that the deprecation on its office equipment, such as computers, etc., should not be adjusted to the NARUC guidelines. It has been the experience of Rowan Water that its computers, software and other electronic equipment does not last for the number of years contained in the NARUC guidelines.

Rowan Water's proposed rates in this case were developed by increasing both the minimum charge volumetric rates, in all meter classes, by the same percentage amount (approximately 21.95); when applied towards the test year's customer and usage data, the increase yielded approximately the targeted Revenue Requirement increase of this request. Because of the way bills are computed, the impact to each customer class differs slightly. Rowan Water believes that applying the increase across the board spreads out the total increase as evenly as possible between its customers.

In preparing this case, Rowan Water discovered possible errors in its 2021 Annual Report and is reviewing this information to determine if an amended 2021 Annual Report should be filed. The first possible error is in the amount of revenues from the wholesale customers. The annual report states that Rowan Water received $161,923 from wholesale water sales, however it reports 16,694,000 gallons of wholesale water sold. Based on the number of gallons sold, the revenue amount would only be $35,391.28 and not the $161,923 that was reported. Rowan Water believes that a possible non-wholesale customer was included in the wholesale customer section of the 2021 Annual Report. In addition, the wages and salaries included on the 2021 was $513,998. The spreadsheet tab for wages, shows that the wages and salaries should have been $517,308.33. Rowan Water included this discrepancy in its pro forma adjustment for wages and salaries in the Schedule of Adjusted Operations.

Rowan Water has also been notified by the United States Department of Agriculture (USDA) acting through Rural Development (RD) that it has been approved for a construction project funding. Rowan Water anticipates filing the approval of that construction and the rates for that project approved by USDA/RD during the pendency of this case. Rowan Water wanted to bring that to the Commission attention during the beginning stages of this proceeding.

Rowan Water request that it be allowed to recover its rate case expenses related to this filing. Rowan Water has included one-third of the estimated rate case expense as a pro-forma adjustment in its Schedule of Adjusted Operations. Rowan Water would request that this number be adjusted once the actual rate case expense has been determined. Rowan Water included one-third of the expense to account for amortizing the expense over three years.

Rowan Water is also including the Board Minutes showing authorization by Rowan Water's Board of Directors to pursue the rate increase.

A complete copy of this filing was emailed to the Attorney General's Office at rateintervention@ag.ky.gov on September 2, 2022.

Respectfully submitted,

L. Allyson Honaker
Honaker Law Office, PLLC
1795 Alysheba Way, Suite 6202
Lexington, KY 40509
(859) 368-8803
allyson@hloky.com

Counsel for Rowan Water, Inc.

CERTIFICATE OF SERVICE

This is to certify that the foregoing electronic filing was electronically filed with the Commission on September 2, 2022 and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding. Pursuant to prior Commission orders, no paper copies of this filing will be made. An electronic version of this filing was served upon the Kentucky Attorney General's Office of Rate Intervention by emailing a copy to rateintervention@ag.ky.com.

L. Allyson Honaker

Counsel for Rowan Water, Inc.

SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY

APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION

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

Rowan Water, Inc.
(Name of Utility)

1765 Christy Crk
(Business Mailing Address - Number and Street, or P.O. Box)

Morehead, KY 40351
(Business Mailing Address - City, State, and Zip)

606-784-9818
(Telephone Number)

BASIC INFORMATION

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

L. Allyson Honaker
(Name)

1795 Alysheba Way Suite 6202
(Address - Number and Street or P.O. Box)

Lexington, KY 40509
(Address - City, State, Zip)

859-358-8803
(Telephone Number)

allyson@hloky.com
(Email Address)

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

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

		YES	NO	N/A
4. a.	Applicant is a corporation that is organized under the laws of the state of ______Kentucky______, is authorized to operate in, and is in good standing in the state of Kentucky.	☑	☐	☐
b.	Applicant is a limited liability company that is organized under the laws of the state of ___________________, is authorized to operate in, and is in good standing in the state of Kentucky.	☐	☐	☑
c.	Applicant is a limited partnership that is organized under the laws of the state of ___________________, is authorized to operate in, and is in good standing in the state of Kentucky.	☐	☐	☑
d.	Applicant is a sole proprietorship or partnership.	☐	☐	☑
e.	Applicant is a water district organized pursuant to KRS Chapter 74.	☐	☐	☑
f.	Applicant is a water association organized pursuant to KRS Chapter 273.	☑	☐	☐
5. a.	A paper copy of this application has been mailed to Office of Rate Intervention, Office of Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204. A copy was emailed to rateintervention@ag.ky.gov on 9/2/22	☑	☐	☐
b.	An electronic copy of this application has been electronically mailed to Office of Rate Intervention, Office of Attorney General at rateintervention@ag.ky.gov.	☑	☐	☐
6. a.	Applicant has 20 or fewer customers and has mailed written notice of the proposed rate adjustment to each of its customers no later than the date this application was filed with the Public Service Commission. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**	☐	☐	☑
b.	Applicant has more than 20 customers and has included written notice of the proposed rate adjustment with customer bills that were mailed by the date on which the application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**	☐	☐	☑
c.	Applicant has more than 20 customers and has made arrangements to publish notice once a week for three (3) consecutive weeks in a prominent manner in a newspaper of general circulation in its service area, the first publication having been made by the date on which this Application was filed. A copy of this notice is attached to this application. **(Attach a copy of customer notice.)**	☑	☐	☐
7.	Applicant requires a rate adjustment for the reasons set forth in the attachment entitled "Reasons for Application." **(Attach completed "Reasons for Application" Attachment.)**	☑	☐	

		YES	NO	N/A
8.	Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**	☑	☐	
9.	Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31, 2021.	☑	☐	
10.	Applicant has reason to believe that some of the revenue and expense items set forth in its most recent annual report have or will change and proposes to adjust the test period amount of these items to reflect these changes. A statement of the test period amount, expected changes, and reasons for each expected change is set forth in the attachment "Statement of Adjusted Operations." **(Attach a completed copy of appropriate "Statement of Adjusted Operations" Attachment and any invoices, letters, contracts, receipts or other documents that support the expected change in costs.)**	☑	☐	
11.	Based upon test period operations, and considering any known and measurable adjustments, Applicant requires additional revenues of $ 693,869 and total revenues from service rates of $ 3,854,477 **.** The manner in which these amounts were calculated is set forth in "Revenue Requirement Calculation" Attachment. **(Attach a completed "Revenue Requirement Calculation" Attachment.)**	☐	☐	
12.	As of the **date of the filing of this application**, Applicant had 7456 customers.	☐	☐	
13.	A billing analysis of Applicant's current and proposed rates is attached to this application. **(Attach a completed "Billing Analysis" Attachment.)**	☑	☐	
14.	Applicant's depreciation schedule of utility plant in service is attached. **(Attach a schedule that shows per account group: the asset's original cost, accumulated depreciation balance as of the end of the test period, the useful lives assigned to each asset and resulting depreciation expense.)**	☑	☐	
15. a.	Applicant has outstanding evidences of indebtedness, such as mortgage agreements, promissory notes, or bonds.	☑	☐	
b.	Applicant has attached to this application a copy of each outstanding evidence of indebtedness (e.g., mortgage agreement, promissory note, bond resolution).	☑	☐	☐
c.	Applicant has attached an amortization schedule for each outstanding evidence of indebtedness.	☑	☐	☐

		YES	NO	N/A
16. a.	Applicant is not required to file state and federal tax returns.	☑	☐	
b.	Applicant is required to file state and federal tax returns.	☐	☑	
c.	Applicant's most recent state and federal tax returns are attached to this Application. **(Attach a copy of returns.)**	☐	☐	☑
17.	Approximately 0 **(Insert dollar amount or percentage of total utility plant)** of Applicant's total utility plant was recovered through the sale of real estate lots or other contributions.	☐	☐	
18.	Applicant has attached a completed Statement of Disclosure of Related Party Transactions for each person who 807 KAR 5:076, §4(h) requires to complete such form.	☑	☐	

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

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

Signed ______________________________
Officer of the Company/Authorized Representative

Title General Manager

Date August 31, 2022

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

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

____
Notary Public

My commission expires: ______________________

LIST OF ATTACHMENTS
(Indicate all documents submitted by checking box)

- [x] Customer Notice of Proposed Rate Adjustment
- [x] "Reasons for Application" Attachment"
- [x] Current and Proposed Rates" Attachment
- [x] "Statement of Adjusted Operations" Attachment
- [x] "Revenue Requirements Calculation" Attachment
- [x] Attachment Billing Analysis" Attachment
- [x] Depreciation Schedules
- [x] Outstanding Debt Instruments (i.e., Bond Resolutions, Mortgages, Promissory Notes, Amortization Schedules.)
- [ ] State Tax Return Not required to file state tax return - federal forms 990 and 8879 attached
- [ ] Federal Tax Return Forms 990 and 8879 attached
- [x] Statement of Disclosure of Related Party Transactions - ARF Form 3

CUSTOMER NOTICE

NOTICE OF APPLICATION OF ROWAN WATER, INC. TO ADJUST RATES FOR WATER SERVICE BEFORE THE PUBLIC SERVICE COMMISION OF KENTUCKY CASE NO. 2022-00252

Pursuant to the Kentucky Public Service Commission's regulation 807 KAR 5:076, Rowan Water, Inc. gives notice that an application has been filed on or after September 1, 2022, with the Kentucky Public Service Commission seeking approval to adjust its rates for water service. This rate adjustment will apply to all of Rowan Water, Inc.'s customers. The proposed increase is to be effective March 1, 2023, or sooner, if approved by the Kentucky Public Service Commission. If Rowan Water, Inc.'s application is approved, monthly water bills from Rowan Water, Inc. will increase as follows:

Customer Class	Present Rates	Proposed Rates	% Increase	$ Increase
5/8 Inch Meter				
First 2000 gallons minimum	$19.42	$23.68	21.94%	$4.26
Next 3000 gallons	0.00817	$0.00996	21.91%	$0.00179
Next 10,000 gallons	0.00762	$0.00929	21.92%	$0.00167
Next 10,000 gallons	0.00745	$0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	$0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	$0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	$0.00795	21.93%	$0.00143
3/4 Inch Meter				
First 4000 gallons minimum	$36.64	$44.68	21.94%	$8.04
Next 1000 gallons	0.00817	0.00996	21.91%	$0.00179
Next 10,000 gallons	0.00762	0.00935	22.70%	$0.00173
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
1 Inch Meter				
First 5000 gallons minimum	$44.80	$54.63	21.94%	$9.83
Next 10,000 gallons	0.00762	0.00929	21.92%	$0.00167
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
1.5 Inch Meter				
First 15000 gallons minimum	$120.98	$147.54	21.95%	$26.56
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
2.0 Inch Meter				
First 25000 gallons minimum	$195.50	$238.41	21.95%	$42.91
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
Wholesale Rate	$ 0.00212	0.00258	21.70%	$0.00046

Customer Class	2021 average usage per customer	Average monthly customer usage	Average monthly cost present rates	Average monthly cost per customer Proposed rates	Cost increase based on average usage $	Cost increase based on average usage %
5/8 Inch Meter	3397 gallons	283 gallons	$19.42	$23.68	21.94%	$4.26
3/4 Inch Meter	15219 gallons	1268 gallons	$36.64	$44.68	21.94%	$8.04
1 Inch Meter	11831 gallons	986 gallons	$44.80	$54.63	21.94%	$9.83
1.5 Inch Meter	3373 gallons	281 gallons	$120.98	$147.54	21.95%	$26.56
2.0 Inch Meter	24104 gallons	2008 gallons	$195.50	$238.41	21.95%	$42.91
Wholesale	153880 gallons	12823 gallons	$27.18	$33.08	21.71%	$5.90

The following table shows the effect on a customer's bill if the average usage was 4,000 gallons for the 5/8 Inch meter.

	Gallons	Existing Rate	Total	Proposed Rate	Total	Total Increase $	Total Increase %
First 2000 – min. bill	2000	19.42	19.42	21.68	23.68		
Next 3000	2000	0.00817	16.34	0.00996	19.92		
Totals	4000		35.76		43.60	$7.84	21.92%

The cost increase is if the proposed rates are approved by the Kentucky Public Service Commission. The rates contained in this notice are the rates proposed by Rowan Water, Inc. however, the Kentucky Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice.

Any person may submit a timely written request to intervene to the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602, establishing the grounds for the request and including the status and interest of the party. If the Kentucky Public Service Commission does not receive a request to intervene within thirty (30) days of the initial publication or mailing of this notice, the Kentucky Public Service Commission may take final action on the application. Any comments regarding this application may be submitted through the Commission's Web site at http://psc.ky.gov/ or by mail to P.O. Box 615, Frankfort, Kentucky 40602.

Copies of Rowan Water, Inc.'s application may be obtained or viewed from Rowan Water, Inc. at 1765 Christy Creek, Morehead, KY 40351 Monday through Friday from 8:30 a.m. to 4:30 p.m., The application and all documents filed with the Kentucky Public Service Commission may be viewed and downloaded at the Kentucky Public Service Commission's Web site at http://psc.ky.gov/ or a copy can be obtained from the Kentucky Public Service Commission, 211 Sower Boulevard, P.O. Box 615, Frankfort, Kentucky 40602 between the hours of 8:00 a.m. to 4:30 p.m.

REASONS FOR THE APPLICATION

REASONS FOR APPLICATION

Rowan Water Inc., is filing this rate adjustment because it has been operating a deficit. When reviewing all of the information necessary for this filing, Rowan Water, Inc., discovered that it needed an over 22% increase in its revenues. This is due to an increase in its purchased water expenses, energy costs, materials, wages and benefits. In order to continue to provide safe and reliable water service to its customers, Rowan Water, Inc., needs an increase in its rates. Rowan Water, Inc., has not filed for a rate increase, other than the increases related to USDA projects, in many years.

PRESENT AND PROPOSED RATES

Customer Class	Present Rates	Proposed Rates	% Increase	$ Increase
5/8 Inch Meter				
First 2000 gallons minimum	$19.42	$23.68	21.94%	$4.26
Next 3000 gallons	0.00817	$0.00996	21.91%	$0.00179
Next 10,000 gallons	0.00762	$0.00929	21.92%	$0.00167
Next 10,000 gallons	0.00745	$0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	$0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	$0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	$0.00795	21.93%	$0.00143
3/4 Inch Meter				
First 4000 gallons minimum	$36.64	$44.68	21.94%	$8.04
Next 1000 gallons	0.00817	0.00996	21.91%	$0.00179
Next 10,000 gallons	0.00762	0.00935	22.70%	$0.00173
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
1 Inch Meter				
First 5000 gallons minimum	$44.80	$54.63	21.94%	$9.83
Next 10,000 gallons	0.00762	0.00929	21.92%	$0.00167
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
1.5 Inch Meter				
First 15000 gallons minimum	$120.98	$147.54	21.95%	$26.56
Next 10,000 gallons	0.00745	0.00909	22.01%	$0.00164
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
2.0 Inch Meter				
First 25000 gallons minimum	$195.50	$238.41	21.95%	$42.91
Next 10,000 gallons	0.00707	0.00862	21.92%	$0.00155
Next 15,000 gallons	0.00674	0.00822	21.96%	$0.00148
Over 50,000 gallons	0.00652	0.00795	21.93%	$0.00143
Wholesale Rate	$ 0.00212	0.00258	21.70%	$0.00046

DEPRECIATION

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: AUTOMOTIVE EQUIPMENT												
130		PUSHER / PIG	9/01/92	6,679.00	0.00	0.00	6,679.00	0.00	6,679.00	0.00	S/L	5.00
131		COMPRESSOR	10/01/93	10,303.20	0.00	0.00	10,303.20	0.00	10,303.20	0.00	S/L	7.00
133		CASE 580SK BACKHOE	4/01/94	41,500.00	0.00	0.00	41,500.00	0.00	41,500.00	0.00	S/L	5.00
194		TRAILER	1/08/02	6,500.00	0.00	0.00	6,500.00	0.00	6,500.00	0.00	S/L	10.00
195		3 COMPUTERS	2/15/02	6,538.60	0.00	0.00	6,538.60	0.00	6,538.60	0.00	S/L	5.00
204		2004 BACKHOE	4/01/04	64,500.00	0.00	0.00	64,500.00	0.00	64,500.00	0.00	S/L	7.00
205		2004 FORD DUMP TRUCK	4/05/04	55,047.00	0.00	0.00	55,047.00	0.00	55,047.00	0.00	S/L	7.00
207		TELEMETRY	12/01/04	100,136.16	0.00	0.00	100,136.16	0.00	100,136.16	0.00	S/L	7.00
208		BORING MACHINE	8/16/04	6,304.30	0.00	0.00	6,304.30	0.00	6,304.30	0.00	S/L	5.00
216		SELECT TRAILOR	2/04/05	5,059.66	0.00	0.00	5,059.66	0.00	5,059.66	0.00	S/L	7.00
220		TELEMETRY EQUIPMENT	2/02/05	24,149.72	0.00	0.00	24,149.72	0.00	24,149.72	0.00	S/L	7.00
234		TELEMETRY BLAIRS MILL TNK	3/28/06	9,836.80	0.00	0.00	9,836.80	0.00	9,836.80	0.00	S/L	7.00
235		TELEMETRY - MASTER MTRS	10/24/06	17,394.73	0.00	0.00	17,394.73	0.00	17,394.73	0.00	S/L	7.00
237		(4) DELL 690 WORKSTATIONS	10/23/06	10,028.00	0.00	0.00	10,028.00	0.00	10,028.00	0.00	S/L	5.00
274		UPGRADE RADIO EQPT	5/01/09	19,879.45	0.00	0.00	19,879.45	0.00	19,879.45	0.00	S/L	10.00
311		ROAD BORING MACHINE	11/04/15	6,757.50	0.00	0.00	3,491.38	675.75	4,167.13	2,590.37	S/L	10.00
315		New radios	4/25/16	6,789.18	0.00	0.00	3,168.29	678.92	3,847.21	2,941.97	S/L	10.00
318		Truck/accessories	7/27/16	30,324.47	0.00	0.00	26,786.60	3,537.87	30,324.47	0.00	S/L	5.00
322	d	2018 CHEVY SILVERADO	11/16/17	42,501.00	0.00	0.00	26,208.95	3,541.75	29,750.70	12,750.30	S/L	5.00
325		Trailer	1/10/18	7,833.40	0.00	0.00	2,350.02	783.34	3,133.36	4,700.04	S/L	10.00
326	d	Truck	10/17/18	33,149.88	0.00	0.00	10,260.68	789.28	11,049.96	22,099.92	S/L	7.00
329		CAT Excavator	8/29/19	60,348.51	0.00	0.00	8,046.47	6,034.85	14,081.32	46,267.19	S/L	10.00
331	d	2019 Chevy Silverado 1500	11/15/19	25,085.00	0.00	0.00	5,853.17	2,926.58	8,779.75	16,305.25	S/L	5.00
332	d	2019 Chevy Silverado 1500	11/15/19	25,085.00	0.00	0.00	5,853.17	2,926.58	8,779.75	16,305.25	S/L	5.00
333		2019 Chevy Silverado 1500	11/15/19	25,085.00	0.00	0.00	5,853.17	5,017.00	10,870.17	14,214.83	S/L	5.00
334		2019 Chevy Silverado 1500	11/15/19	25,085.00	0.00	0.00	5,853.17	5,017.00	10,870.17	14,214.83	S/L	5.00
335		2021 Chevy 2500HD #106	12/15/20	38,068.00	0.00	0.00	634.47	7,613.60	8,248.07	29,819.93	S/L	5.00
336		2021 Chevy 1500 #107	11/06/20	33,416.00	0.00	0.00	1,113.87	6,683.20	7,797.07	25,618.93	S/L	5.00
337		2021 Chevy 2500 HD #109	8/31/20	42,772.35	0.00	0.00	2,851.49	8,554.47	11,405.96	31,366.39	S/L	5.00
342		2021 Chevy Silverado 3500	7/28/20	49,164.00	0.00	0.00	4,097.00	9,832.80	13,929.80	35,234.20	S/L	5.00
343		2021 Chevy Silverado 1500	7/26/21	32,425.00	0.00c	0.00	0.00	2,702.08	2,702.08	29,722.92	S/L	5.00
344		2021 Chevy Silverado 1500	7/26/21	32,425.00	0.00c	0.00	0.00	2,702.08	2,702.08	29,722.92	S/L	5.00
346		Road Borer	7/13/21	7,468.00	0.00c	0.00	0.00	373.40	373.40	7,094.60	S/L	10.00
		AUTOMOTIVE EQUIPMENT		907,638.91	0.00c	0.00	496,278.52	70,390.55	566,669.07	340,969.84		
		***Less: Dispositions and Transfers**		125,820.88	0.00	0.00	48,175.97	0.00	58,360.16	67,460.72		
		Net AUTOMOTIVE EQUIPMENT		781,818.03	0.00c	0.00	448,102.55	70,390.55	508,308.91	273,509.12		
Group: BUILDING												
256		CHRISTY CREEK BUILDING	10/15/07	256,212.00	0.00	0.00	113,160.30	8,540.40	121,700.70	134,511.30	S/L	30.00
257		FENCING FOR CC BUILDING	10/30/07	15,710.00	0.00	0.00	10,342.42	785.50	11,127.92	4,582.08	S/L	20.00
300		TRU BARN STORAGE	10/16/13	7,221.78	0.00	0.00	3,450.39	481.45	3,931.84	3,289.94	S/L	15.00
301		KY 32 ADMIN OFFICE	7/17/13	613,634.39	0.00	0.00	113,778.04	15,340.86	129,118.90	484,515.49	S/L	40.00
309		KITCHEN FLOOR TILE	12/17/15	6,760.00	0.00	0.00	3,380.00	676.00	4,056.00	2,704.00	S/L	10.00
		BUILDING		899,538.17	0.00c	0.00	244,111.15	25,824.21	269,935.36	629,602.81		

Tax Asset Detail 1/01/21 - 12/31/21

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: FURNITURE & FIXTURES												
115		486/4MG COMPUTER	9/01/92	8,220.00	0.00	0.00	8,220.00	0.00	8,220.00	0.00	S/L	5.00
144		PENTIUM COMP. & NETWORK	1/15/97	13,471.86	0.00	0.00	13,471.86	0.00	13,471.86	0.00	S/L	5.00
176		Office Equipment	6/30/99	17,535.06	0.00	0.00	17,535.06	0.00	17,535.06	0.00	S/L	5.00
289		PRINTERS AND SERVER	8/15/10	10,802.77	0.00	0.00	10,802.77	0.00	10,802.77	0.00	S/L	10.00
302		NEW OFFICE FURN	1/15/13	6,199.22	0.00	0.00	4,959.36	619.92	5,579.28	619.94	S/L	10.00
338		Computers	3/23/20	8,969.81	0.00	0.00	672.74	896.98	1,569.72	7,400.09	S/L	10.00
339		Billing software and office equip	11/23/20	19,350.00	0.00	0.00	161.25	1,935.00	2,096.25	17,253.75	S/L	10.00
345		Billing Envelope Processor	3/02/21	16,324.00	0.00c	0.00	0.00	1,360.33	1,360.33	14,963.67	S/L	10.00
		FURNITURE & FIXTURES		100,872.72	0.00c	0.00	55,823.04	4,812.23	60,635.27	40,237.45		
Group: LAND												
140		BEGINNING LAND & LAND RIG	1/01/70	90,957.79	0.00	0.00	0.00	0.00	0.00	90,957.79	Land	0.00
239		CHRISTY CREEK LAND	7/18/06	114,756.96	0.00	0.00	0.00	0.00	0.00	114,756.96	Land	0.00
312		Land	10/18/16	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	Land	0.00
313		Land	12/27/16	7,500.00	0.00	0.00	0.00	0.00	0.00	7,500.00	Land	0.00
		LAND		220,714.75	0.00c	0.00	0.00	0.00	0.00	220,714.75		
Group: PUMPING STATION												
2		2 ELECTRIC PUMPS	6/30/70	59,202.26	0.00	0.00	59,202.26	0.00	59,202.26	0.00	S/L	10.00
3		ELECTRIC PUMP	4/01/72	25,192.75	0.00	0.00	25,192.75	0.00	25,192.75	0.00	S/L	25.00
4		15 HP ELECTRIC PUMP	2/01/80	1,492.00	0.00	0.00	1,492.00	0.00	1,492.00	0.00	S/L	10.00
7		PUMP RENOVATION	7/01/86	11,265.94	0.00	0.00	11,265.94	0.00	11,265.94	0.00	S/L	25.00
9		130 6PM BOOSTER ST	10/01/87	14,918.42	0.00	0.00	14,918.42	0.00	14,918.42	0.00	S/L	25.00
10		70 6PM BOOSTER ST	10/01/87	16,253.21	0.00	0.00	16,253.21	0.00	16,253.21	0.00	S/L	25.00
11		100 6PM BOOSTER ST	10/01/87	17,423.03	0.00	0.00	17,423.03	0.00	17,423.03	0.00	200DB	5.00
12		PUMP RENOVATION #2	10/01/87	16,363.65	0.00	0.00	16,363.65	0.00	16,363.65	0.00	S/L	25.00
13		ELECTRIC SERVICE	10/01/87	8,087.21	0.00	0.00	8,087.21	0.00	8,087.21	0.00	S/L	25.00
14		U.S. 60 PUMP HOUSE	6/30/88	12,273.47	0.00	0.00	12,273.47	0.00	12,273.47	0.00	S/L	20.00
15		RADIO TELEMETERING	9/01/89	23,768.60	0.00	0.00	23,768.60	0.00	23,768.60	0.00	S/L	15.00
16		2 PACA 30 HP PUMP	4/01/89	6,223.35	0.00	0.00	6,223.35	0.00	6,223.35	0.00	S/L	25.00
17		PUMP HOUSE UPGRADE	4/01/89	5,789.36	0.00	0.00	5,789.36	0.00	5,789.36	0.00	S/L	25.00
18		PUMP ST. 1-ROWAN,CARTER,E	6/30/93	30,000.00	0.00	0.00	30,000.00	0.00	30,000.00	0.00	S/L	25.00
19		PUMP ST. 2-ROWAN,CARTER,E	6/30/93	38,000.00	0.00	0.00	38,000.00	0.00	38,000.00	0.00	S/L	25.00
20		PUMP ST. 3-ROWAN,CARTER,E	6/30/93	45,000.00	0.00	0.00	45,000.00	0.00	45,000.00	0.00	S/L	25.00
153		TANK - BLAIRS MILL	6/30/97	169,000.00	0.00	0.00	99,316.44	4,225.00	103,541.44	65,458.56	S/L	40.00
167		Phase 5 tank additions 1998	6/30/98	139,933.34	0.00	0.00	78,712.43	3,498.33	82,210.76	57,722.58	S/L	40.00
175		PUMP STATION- LAKE LEUMA	6/30/98	15,108.65	0.00	0.00	8,498.70	377.72	8,876.42	6,232.23	S/L	40.00
181		New Tanks	6/30/99	21,866.66	0.00	0.00	11,753.40	546.67	12,300.07	9,566.59	S/L	40.00
192		TELEMETRY EQUIPMENT	6/01/02	19,326.00	0.00	0.00	19,326.00	0.00	19,326.00	0.00	S/L	15.00
230		CLEARFORK PUMP STATION	7/11/06	21,685.00	0.00	0.00	7,860.88	542.13	8,403.01	13,281.99	S/L	40.00
261		U.S. 60 TANK	10/15/08	446,491.00	0.00	0.00	136,737.93	11,162.28	147,900.21	298,590.79	S/L	40.00
272		CARTER CO. PUMP STATION	12/15/09	96,750.55	0.00	0.00	42,892.72	3,870.02	46,762.74	49,987.81	S/L	25.00
277		CAPITALIZE INT JACKSON DR	1/01/09	21,918.00	0.00	0.00	6,575.40	547.95	7,123.35	14,794.65	S/L	40.00
279		8 WET-DRY TANKS	11/23/10	5,600.00	0.00	0.00	5,600.00	0.00	5,600.00	0.00	S/L	10.00
294		U.S 60 East Tank Upgrade	9/15/11	49,796.79	0.00	0.00	30,984.71	3,319.79	34,304.50	15,492.29	S/L	15.00

Asset	dt	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
Group: PUMPING STATION (continued)												
		PUMPING STATION		1,338,729.24	0.00c	0.00	779,511.86	28,089.89	807,601.75	531,127.49		
Group: TRANSMISSION & DIST.												
21		50 M GALLON TANK	6/30/70	35,040.58	0.00	0.00	34,708.84	331.74	35,040.58	0.00	S/L	50.00
25		MAIN SERVICE LINE	6/30/70	421,074.77	0.00	0.00	421,074.77	0.00	421,074.77	0.00	S/L	50.00
28		STORAGE TANKS	11/01/72	21,291.32	0.00	0.00	20,296.10	425.83	20,721.93	569.39	S/L	50.00
31		MAIN SERVICE LINE #2	4/01/72	310,468.78	0.00	0.00	295,954.52	6,209.38	302,163.90	8,304.88	S/L	50.00
41		WATER LINE P-3	6/30/78	311,657.01	0.00	0.00	264,908.45	6,233.14	271,141.59	40,515.42	S/L	50.00
45		SERVICE LINES	7/01/82	6,110.46	0.00	0.00	6,110.46	0.00	6,110.46	0.00	S/L	20.00
49		LINE "A" UPGRADE	7/01/83	520,037.40	0.00	0.00	487,533.21	13,000.94	500,534.15	19,503.25	S/L	40.00
51		150 M GALLON TANK	7/01/83	79,652.00	0.00	0.00	74,673.75	1,991.30	76,665.05	2,986.95	S/L	40.00
52		TANK REFURBISHING	9/01/84	29,130.00	0.00	0.00	29,130.00	0.00	29,130.00	0.00	S/L	15.00
56		LINE EXTENSIONS	6/30/85	11,577.91	0.00	0.00	10,299.35	289.45	10,588.80	989.11	S/L	40.00
64		LINE EXTENSION	6/30/87	7,303.00	0.00	0.00	6,131.63	182.58	6,314.21	988.79	S/L	40.00
65		LINE EXTENSIONS	10/01/87	1,346,312.76	0.00	0.00	1,119,140.26	33,657.82	1,152,798.08	193,514.68	S/L	40.00
66		CONSTRUCTION PERIOD	10/01/87	15,720.73	0.00	0.00	13,166.16	393.02	13,559.18	2,161.55	S/L	40.00
67		64 M GALLOM TANK	10/01/87	94,521.00	0.00	0.00	78,570.73	2,363.03	80,933.76	13,587.24	S/L	40.00
68		91 M GALLON TANK	10/01/87	123,047.00	0.00	0.00	102,282.97	3,076.18	105,359.15	17,687.85	S/L	40.00
71		LINE EXTENSIONS	6/30/88	101,382.00	0.00	0.00	82,373.06	2,534.55	84,907.61	16,474.39	S/L	40.00
73		SERVICE LINES	6/30/89	6,742.10	0.00	0.00	5,323.37	168.55	5,491.92	1,250.18	S/L	40.00
74		LINE EXTENSIONS-SLATEY PO	6/30/90	136,149.95	0.00	0.00	103,817.62	3,403.75	107,221.37	28,928.58	S/L	40.00
79		WATER TANK - PAINTING	11/01/93	17,000.00	0.00	0.00	17,000.00	0.00	17,000.00	0.00	S/L	10.00
81		LINE EXT. - ROWAN,CARTER,E	6/30/93	2,923,843.63	0.00	0.00	2,010,142.47	73,096.09	2,083,238.56	840,605.07	S/L	40.00
82		STORAGE TANKS-ROWAN,CAR	6/30/93	238,604.00	0.00	0.00	164,040.25	5,965.10	170,005.35	68,598.65	S/L	40.00
83		RADIO TOWER	8/01/94	5,000.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00	S/L	10.00
84		'95 HWY 801 RELOCATION	7/01/95	27,276.43	0.00	0.00	17,391.51	681.91	18,073.42	9,203.01	S/L	40.00
85		'96 PROJECT LINE EXTENSION	12/31/95	58,778.57	0.00	0.00	36,740.53	1,469.46	38,209.99	20,568.58	S/L	40.00
86		BLAIR'S MILL PROJECT	12/13/95	34,471.68	0.00	0.00	21,589.61	861.79	22,451.40	12,020.28	S/L	40.00
87		HWY 801 95 ADDITIONS	10/09/96	170,614.05	0.00	0.00	103,347.33	4,265.35	107,612.68	63,001.37	S/L	40.00
88		BLAIR'S MILL PROJECT	12/03/96	12,312.21	0.00	0.00	7,411.83	307.81	7,719.64	4,592.57	S/L	40.00
148		BLAIRS MILL LINE EXPANSION	6/30/97	357,361.13	0.00	0.00	210,010.90	8,934.03	218,944.93	138,416.20	S/L	40.00
149		801 PLANT EXPANSION	6/30/97	85,335.30	0.00	0.00	50,149.04	2,133.38	52,282.42	33,052.88	S/L	40.00
160		BRINEGAR PROJECT	4/23/97	5,125.40	0.00	0.00	3,036.04	128.14	3,164.18	1,961.22	S/L	40.00
161		FRALEY RIDGE	7/29/97	17,463.54	0.00	0.00	10,228.17	436.59	10,664.76	6,798.78	S/L	40.00
162		EDEN HOLLOW	6/19/97	5,203.10	0.00	0.00	3,061.69	130.08	3,191.77	2,011.33	S/L	40.00
163		NICHELS BRANCH	10/27/97	6,283.97	0.00	0.00	3,641.71	157.10	3,798.81	2,485.16	S/L	40.00
164		LAKE LEUMAN	9/03/97	21,896.55	0.00	0.00	12,770.40	547.41	13,317.81	8,578.74	S/L	40.00
169		Phase 5 additions(const)	6/30/98	774,844.61	0.00	0.00	429,198.25	19,371.12	448,569.37	326,275.24	S/L	40.00
170		Blairs Mills	6/30/98	39,023.48	0.00	0.00	21,950.77	975.59	22,926.36	16,097.12	S/L	40.00
171		801 project additions	6/30/98	7,941.01	0.00	0.00	4,466.92	198.53	4,665.45	3,275.56	S/L	40.00
174		Phase 5 line expense	6/30/98	54,778.70	0.00	0.00	30,813.07	1,369.47	32,182.54	22,596.16	S/L	40.00
177		Transmission and Distribution	6/30/99	317,968.40	0.00	0.00	170,908.02	7,949.21	178,857.23	139,111.17	S/L	40.00
184		TRANSMISSIONS & DIST.	6/30/00	93,210.04	0.00	0.00	47,770.13	2,330.25	50,100.38	43,109.66	S/L	40.00
188		Christy Creek Project	8/01/02	47,500.00	0.00	0.00	21,869.79	1,187.50	23,057.29	24,442.71	S/L	40.00
189		KINDER BRANCH PROJECT	7/01/02	11,000.00	0.00	0.00	5,087.50	275.00	5,362.50	5,637.50	S/L	40.00
191		CAPITALIZED LABOR (5%)	7/01/02	14,918.00	0.00	0.00	6,899.58	372.95	7,272.53	7,645.47	S/L	40.00
201		LINE EXTENSION	7/01/01	373,508.79	0.00	0.00	168,078.96	9,337.72	177,416.68	196,092.11	S/L	40.00

Tax Asset Detail 1/01/21 - 12/31/21

Group: TRANSMISSION & DIST. (continued)

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
214		Hwy 32 North Line Upgrade	12/31/04	436,000.00	0.00	0.00	232,533.28	14,533.33	247,066.61	188,933.39	S/L	30.00
222		LINE EXT UPPER LICK FORK	12/15/05	49,389.00	0.00	0.00	18,623.84	1,234.73	19,858.57	29,530.43	S/L	40.00
223		LINE EXT/UPGRADE CHRISTY (	2/18/05	1,126,266.86	0.00	0.00	445,813.94	28,156.67	473,970.61	652,296.25	S/L	40.00
224		LINE EXT GREENFIELD ESTATI	12/01/05	6,000.00	0.00	0.00	2,262.50	150.00	2,412.50	3,587.50	S/L	40.00
225		LINE EXT ARMORY	12/01/05	9,600.00	0.00	0.00	3,620.00	240.00	3,860.00	5,740.00	S/L	40.00
226		LINE EXT BUTTERMILK BRAN(	12/01/05	16,000.00	0.00	0.00	6,033.33	400.00	6,433.33	9,566.67	S/L	40.00
227		LINE EXT ROUTE 158 SUBDIV	12/01/05	12,000.00	0.00	0.00	4,525.00	300.00	4,825.00	7,175.00	S/L	40.00
228		WOLFF HOLLOW 5,120' 2"	8/28/06	17,468.00	0.00	0.00	6,259.37	436.70	6,696.07	10,771.93	S/L	40.00
229		GAURDIAN MASTER METER	2/06/06	24,500.00	0.00	0.00	24,500.00	0.00	24,500.00	0.00	S/L	10.00
231		IGO ROAD EXTENSION	11/09/06	49,550.00	0.00	0.00	17,548.96	1,238.75	18,787.71	30,762.29	S/L	40.00
232		ELLIOTT CO EXT	3/27/06	37,500.00	0.00	0.00	13,828.13	937.50	14,765.63	22,734.37	S/L	40.00
233		BRINEGAR EXT 3,900' 3"	6/30/06	26,057.00	0.00	0.00	9,445.73	651.43	10,097.16	15,959.84	S/L	40.00
241		ELLIOTT CO. 6 MILES 3"	12/31/06	350,000.00	0.00	0.00	122,500.00	8,750.00	131,250.00	218,750.00	S/L	40.00
242		BUTTERMILK BR 2,000' 3"	12/31/06	8,000.00	0.00	0.00	2,800.00	200.00	3,000.00	5,000.00	S/L	40.00
243		DOGWOOD RD 3,000' 3"	12/31/06	12,000.00	0.00	0.00	4,200.00	300.00	4,500.00	7,500.00	S/L	40.00
244		RICE ROAD 2,000' 3"	12/31/06	8,000.00	0.00	0.00	2,800.00	200.00	3,000.00	5,000.00	S/L	40.00
245		SHARKEY (158) 2,500' 3"	12/31/06	10,000.00	0.00	0.00	3,500.00	250.00	3,750.00	6,250.00	S/L	40.00
247		RICE ROAD (1000' 6")	7/01/07	9,000.00	0.00	0.00	3,037.50	225.00	3,262.50	5,737.50	S/L	40.00
248		WAL-MART (1600' 8")	9/15/07	17,600.00	0.00	0.00	5,866.67	440.00	6,306.67	11,293.33	S/L	40.00
265		Clear Fork Project	5/15/08	81,285.00	0.00	0.00	25,740.31	2,032.13	27,772.44	53,512.56	S/L	40.00
266		Johnson Church Road Project	6/10/08	18,749.00	0.00	0.00	5,898.18	468.73	6,366.91	12,382.09	S/L	40.00
267		HICKORY POINTE	7/15/08	64,983.00	0.00	0.00	20,307.25	1,624.58	21,931.83	43,051.17	S/L	40.00
268		HELTERBRAND CREEK	7/23/08	8,975.00	0.00	0.00	2,786.05	224.38	3,010.43	5,964.57	S/L	40.00
270		JACKSON DR. 2m LINE	2/28/09	815,294.00	0.00	0.00	241,191.14	20,382.35	261,573.49	553,720.51	S/L	40.00
271		LOST HILLS CARTER CO. 2"	12/02/09	12,099.00	0.00	0.00	3,352.49	302.48	3,654.97	8,444.03	S/L	40.00
278		CAPITALIZE LABOR COST	1/01/09	15,159.00	0.00	0.00	4,547.76	378.98	4,926.74	10,232.26	S/L	40.00
280		VIKING MART PROJECT	1/25/10	114,376.00	0.00	0.00	62,430.23	5,718.80	68,149.03	46,226.97	S/L	20.00
282		2010 CONTRIBUTED LINES	7/01/10	14,250.00	0.00	0.00	7,481.25	712.50	8,193.75	6,056.25	S/L	20.00
292		377 Line Replacement	10/12/11	1,304,702.47	0.00	0.00	301,712.43	32,617.56	334,329.99	970,372.48	S/L	40.00
297		2012 METERS	7/01/12	28,552.32	0.00	0.00	12,134.77	1,427.62	13,562.39	14,989.93	S/L	20.00
298		2013 METERS	7/01/13	33,622.53	0.00	0.00	12,608.47	1,681.13	14,289.60	19,332.93	S/L	20.00
299		US 60 PARK HILLS	7/15/13	931,779.05	0.00	0.00	174,708.60	23,294.48	198,003.08	733,775.97	S/L	40.00
305		2014 METERS	7/01/14	36,843.02	0.00	0.00	11,973.98	1,842.15	13,816.13	23,026.89	S/L	20.00
308		2015 METERS	7/01/15	52,453.92	0.00	0.00	14,424.85	2,622.70	17,047.55	35,406.37	S/L	20.00
321		Meters	6/30/16	56,879.20	0.00	0.00	12,323.83	2,843.96	15,167.79	41,711.41	S/L	20.00
323		METERS	7/01/17	47,431.00	0.00	0.00	8,300.43	2,371.55	10,671.98	36,759.02	S/L	20.00
324		3C TRAIL WATER STORAGE TA	8/29/19	1,515,408.00	0.00	0.00	50,513.60	37,885.20	88,398.80	1,427,009.20	S/L	40.00
328		Meters	7/01/18	30,814.56	0.00	0.00	3,851.82	1,540.73	5,392.55	25,422.01	S/L	20.00
330		Meters	7/01/19	41,838.32	0.00	0.00	3,137.88	2,091.92	5,229.80	36,608.52	S/L	20.00
340		2020 Meter project	9/30/20	1,680,939.93	0.00	0.00	21,011.75	84,047.00	105,058.75	1,575,881.18	S/L	20.00
341		Meters 2020	7/01/20	135,000.00	0.00	0.00	3,375.00	6,750.00	10,125.00	124,875.00	S/L	20.00
347		2021 Meters	7/01/21	92,794.00	0.00c	0.00	0.00	2,319.85	2,319.85	90,474.15	S/L	20.00
		TRANSMISSION & DIST.		18,657,640.54	0.00c	0.00	8,671,610.04	510,567.73	9,182,177.77	9,475,462.77		

Tax Asset Detail 1/01/21 - 12/31/21

Asset	d t	Property Description	Date In Service	Tax Cost	Sec 179 Exp Current = c	Tax Bonus Amt	Tax Prior Depreciation	Tax Current Depreciation	Tax End Depr	Tax Net Book Value	Tax Method	Tax Period
		Grand Total		22,125,134.33	0.00c	0.00	10,247,334.61	639,684.61	10,887,019.22	11,238,115.11		
		Less: Dispositions and Transfers		125,820.88	0.00	0.00	48,175.97	0.00	58,360.16	67,460.72		
		Net Grand Total		21,999,313.45	0.00c	0.00	10,199,158.64	639,684.61	10,828,659.06	11,170,654.39		

INFORMATION FOR DEPRECIATION ON METERS

High Resolution LCD Encoders

HR-E® LCD, HR-E® LCD 4-20, HR-LCD 4-20 scaled/unscaled

IMPORTANT

For proper handling of the higher reading resolution and the extended status indicator capabilities of the HR-E LCD encoder, the following software versions are required for your reading system:

Reading Data Management Software

- ReadCenter® Data: Version 1.11.12.27 or higher (does not include extended status indicator capabilities)
- ReadCenter Analytics and ReadCenter Analytics Mobile: Version 2.12.7.6 or later

Mobile Reading Systems

- ORS: Version 2.2.1 or later

Handheld Reading Systems

- Badger Meter Field Application Suite: Version 2.2.3 or later
- ORION Field Application route reading software: Version 2.2.3 or later
- ORION Endpoint Utility programming & quick read software: Version 2.2.2 or later
- Please contact Badger Meter Technical Support at 1-800-456-5023 or the appropriate endpoint provider if you need assistance.

LCD-UM-01482-EN-04 (August 2017)

User Manual

CONTENTS

INTRODUCTION

This is the user manual for the High Resolution (HR) LCD encoders/registers.

Audience and Purpose

This manual is intended to be used by utilities for installing and using High Resolution (HR) LCD encoders/registers.

Product Unpacking and Inspection

Upon opening the shipping container, visually inspect the product and applicable accessories for any physical damage such as scratches, loose or broken parts, or any other sign of damage that may have occurred during shipment.

NOTE: If damage is found, request an inspection by the carrier's agent within 48 hours of delivery and file a claim with the carrier. A claim for equipment damage in transit is the sole responsibility of the purchaser.

License Requirements

This device complies with Part 15 of the FCC Rules. Operation of this device is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation. Any changes made by the user not approved by Badger Meter can void the user's authority to operate the equipment.

DESCRIPTION

High resolution encoders/registers are fully electronic, solid-state **devices** with no moving parts. The devices come standard as factory programmed, with the option for programming in the field. Programming is performed through the device IR port via a computer. The programming kit (**PN: 67660-001**) can be ordered through Customer Service.

NOTE: Refer to the document, *High Resolution LCD Encoder Programmer Manual*, available at *www.badgermeter.com*, for programming instructions.

HR-E LCD

The HR-E LCD is a permanently sealed, electronic LCD absolute encoder with field-programmable options that produces an industry standard ASCII encoded output. HR-E LCD encoders are designed for use with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies. The encoders provide connectivity with Badger Meter ORION® and GALAXY® AMR/AMI endpoints and other AMR/AMI technology solutions approved by Badger Meter.

HR-E LCD 4-20

The HR-E LCD 4-20 is a permanently sealed, electronic LCD absolute encoder that produces an industry standard ASCII encoded output as well as an analog 4-20 mA DC output signal with a dual output wire design. HR-E LCD 4-20 encoders are designed for use with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies. The encoders provide connectivity with Badger Meter ORION AMR/AMI endpoints and other AMR/AMI technology solutions approved by Badger Meter.

HR-LCD 4-20 scaled/unscaled

The HR-LCD 4-20 scaled/unscaled is a permanently sealed, electronic LCD register that produces a scaled/unscaled output as well as an analog 4-20 mA DC output signal with a dual output wire design. HR-LCD 4-20 scaled/unscaled registers are designed for use with all current Badger Meter Recordall® Disc, Turbo Series, Compound Series, Combo Series and Fire Service meters and assemblies.

PRODUCT OVERVIEW

LCD Display

HR-LCD encoders/registers have a nine-digit Liquid Crystal Display (LCD) to show consumption, flow and alarm information.

There is no need to activate the display. The display automatically toggles between consumption (segmented leak detector in this mode), rate of flow and meter model.

NOTE: Devices are shipped in storage mode so that a meter status alarm is not triggered. In storage mode, the meter model screen is displayed.

Multiplier Value

Depending on the meter model, size and unit of measure, a multiplier value may also be shown. Multiply the displayed value by the multiplier value to calculate the reading to the nearest gallon, cubic foot, or cubic meter.
Example: 123456 (displayed value) x 10 (multiplier value) = 1234560

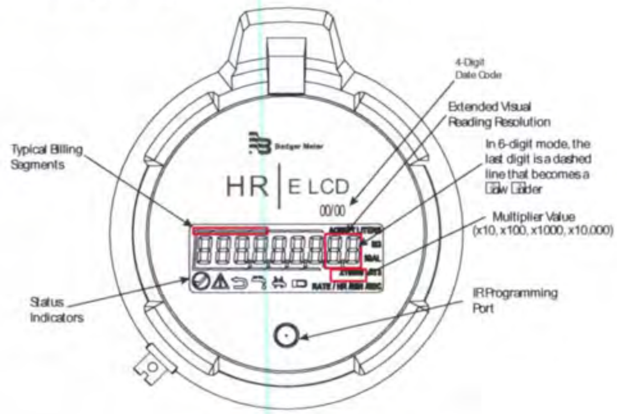


Figure 1: HR-E LCD encoder face

Visual Display

Units of Measure

The units of measure are factory-programmed and user-programmable. Options include U.S. gallons, Imperial gallons, cubic feet, cubic meters and liters.

9-Digit Totalization

The consumption display includes all nine digits and a decimal point (based on meter model, size and unit of measure). The displayed value is the sum of the forward flow minus any reverse flow. This screen displays for 45 seconds.

Model 25 Disc Series Meter Calibrated in Gallons

6-Digit Totalization

6-digit totalization mode is used to represent the typical 6 wheel odometer registration as seen on a mechanical encoder. When water is flowing through the meter, the display includes a series of moving segments to represent a flow finder. This screen displays for 5 seconds. 6-digit totalization mode is active on the HR-E LCD and HR-E LCD 4-20 encoders.

Model 25 Disc Series Meter Calibrated in Gallons

In 9- and 6-digit totalization mode, the display also includes indicator lines above and below the digits to provide the electronic equivalent of the white and black number wheels on a mechanical encoder. The segmented lines above and below the numbers represent what the white number wheels do for mechanical encoders—typical utility standard billing units.

For more detailed information on the visual totalizer displays, see the application brief, *How to Read an Encoder*, available at *www.badgermeter.com*.

Rate of Flow

The rate of flow is factory programmed to gallons per minute. The device displays both the unit of measure and rate of flow. The rate of flow display is shown without leading zeros. A reverse flow is indicated by a minus sign before the flow rate. The displayed rate will be based on the average flow rate for the prior minute (since the last time the flow rate was displayed). This screen displays for 5 seconds.

Model 25 Disc Series Meter Calibrated in Gallons

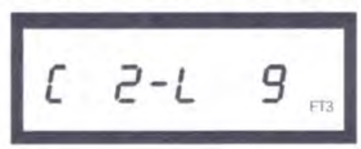
Meter Model Information

The meter model information screen identifies the meter for which the encoder/register was programmed and displays for 5 seconds. The display shows the meter type (turbo, disc, compound), the meter model, digit resolution from the device, and the unit of measure (gal, ft^{3,} m^3, imp, liter). Disc meters are indicated by a **d**, Turbo meters are indicated by a stylized **T** (only the right half of the horizontal line appears) and Compound meters are indicated by a **C**. See examples below:

Model 25 Disc Series Meter Calibrated in Gallons

Model 450 Turbo Series Meter Calibrated in Gallons

2in. Low Side Compound Series Meter Calibrated in Cubic Feet



The meter model information screen also displays the digit resolution sent from the encoder/register.

NOTE: Resolution sent to the reading data management software is dependent on the endpoint connected to the device. See *"Endpoint Reading Resolution" on page 11* and *page 14* for more information.

INSTALLING THE ENCODER/REGISTER

Bayonet Mount

The fully potted assembly has a bayonet mount compatible with all Recordall Disc, Turbo Series, Compound Series, Combo Series and Fire Series meters and assemblies.

The bayonet mount positions the encoder/register in any of four orientations for visual reading convenience. The device can be removed from the meter without disrupting water service.

The device is permanently sealed to eliminate the intrusion of moisture, dirt or other contaminants, and is suitable for installation in all environments, including meter pits subject to continuous submergence.

Install the device on the water meter and secure it using the tamper-proof screw provided.

Wire Connections

The following connection options are available. For more information on in-line connectors, refer to the document, *ORION Water Endpoints Installation Manual*, available at *www.badgermeter.com*.

HR-E LCD

The HR-E LCD encoder has a single cable, available with three different wiring options. Refer to *Figure 2*.

- In-line connector
- Flying lead for field splice connection
- Prewired to an AMR/AMI endpoint

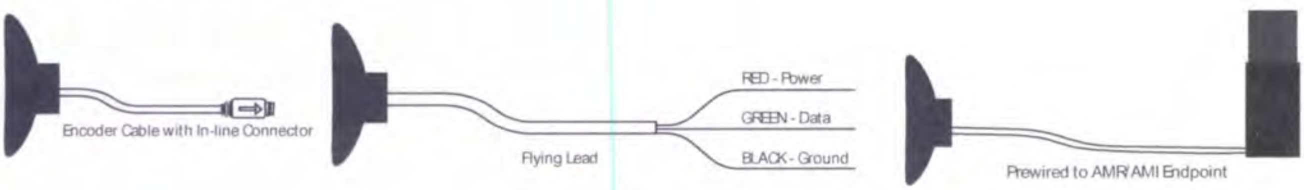


Figure 2: HR-E LCD wiring options

HR-E LCD 4-20

The HR-E LCD 4-20 encoder is available with dual output wire connections. Refer to *Figure 3*.

Encoder side cable

- In-line connector
- Flying lead for field splice connection

4-20 side cable

- Flying lead for field splice connection

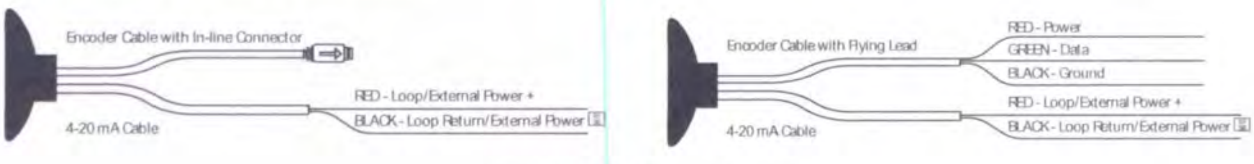


Figure 3: HR-E LCD 4-20 wiring options

HR-LCD 4-20 scaled/unscaled

The HR-LCD 4-20 scaled/unscaled register is available with dual output wire connections. Refer to *Figure 4*.

Scaled/unscaled side cable

- Scaled/unscaled wire: Flying lead for field splice connection
  - For a scaled output, connect the red wire (positive) and the black wire (negative).
  - For an unscaled output, connect the green wire (positive) and the black wire (negative).

NOTE: The unscaled output will be active only when the device is powered by the 4-20 output.

4-20 mA side cable

- Flying lead for field splice connection

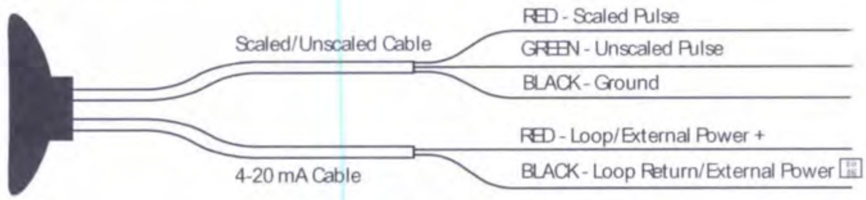


Figure 4: HR-LCD 4-20 scaled/unscaled wiring

HR-E LCD

The HR-E LCD is a permanently sealed, electronic LCD absolute encoder which produces an industry standard ASCII encoded output.

Measurement Resolution

Recordall Disc Series	Size (in.)	9-Digit Encoder		
		Gallons	Cubic Feet	Cubic Meters
LP	5/8, 5/8 x 3/4	0.01	0.001	0.0001
M25	5/8, 5/8 x 3/4	0.01	0.001	0.0001
M35	3/4	0.01	0.001	0.0001
M40	1	0.01	0.001	0.0001
M55	1	0.01	0.001	0.0001
M70	1	0.01	0.001	0.0001
M120	1-1/2	0.1	0.01	0.001
M170	2	0.1	0.01	0.001

Recordall Turbo Series	Size (in.)	9-Digit Encoder		
		Gallons	Cubic Feet	Cubic Meters
T160	1-1/2	0.1	0.01	0.001
T200	2	0.1	0.01	0.001
T450	3	0.1	0.01	0.001
T1000	4	0.1	0.01	0.001
T2000	6	1	0.1	0.01
T3500	8	1	0.1	0.01
T5500	10	1	0.1	0.01
T6200	12	10	1	0.01
T6600	16	10	1	0.01
T10000	20	10	1	0.01

Recordall Compound Series	Size (in.)	9-Digit Encoder		
		Gallons	Cubic Feet	Cubic Meters
High Side T200	2	0.1	0.01	0.001
Low Side M25	2	0.01	0.001	0.0001
High Side T450	3	0.1	0.01	0.001
Low Side M25	3	0.01	0.001	0.0001
High Side T1000	4	0.1	0.01	0.001
Low side M35	4	0.01	0.001	0.0001
High Side T2000	6	1	0.1	0.01
Low Side M35	6	0.01	0.001	0.0001
High Side T3500	8	1	0.1	0.01
Low side M120	8	0.1	0.01	0.001

Endpoint Reading Resolution

IMPORTANT

The standard electronic encoder output resolution of the HR-E LCD encoder is 9 digits. Though the encoder output is 9-digit resolution, the reading resolution sent to the reading software is dependent on the endpoint that the encoder is connected to. Readings reported from the endpoints are the left-most significant digits of the encoder reading.

Endpoint Technology	Reading Resolution Reported to Reading Software
ORION Cellular	9-digit reading, plus the extended message capability
ORION Migratable (ME)/Fixed Network (SE)	8-digit reading, plus the extended message capability
ORION Classic (CE)	7-digit reading
GALAXY	6-digit reading

See the application brief, *HR-E LCD Encoder Test Circle Codes*, available at *www.badgermeter.com*, for the appropriate test circle code/reading resolutions for the HR-E LCD encoder with ORION or GALAXY endpoints. Other output options are available for certain applications.

Specifications HR-E LCD

Encoder type	Straight reading, permanently sealed, electronic LCD absolute encoder with field-programmable option
Encoder display	Status indicators, unit of measure, billing units, automatic toggle between 9-digit and 6-digit consumption (segmented leak detector in this mode), rate of flow, meter model
Unit of measure	U.S. gallons, Imperial gallons, cubic feet, cubic meters, and liters clearly identified on register face
Flow rate	Seconds, minutes, and hours
Numerals	7 mm (0.28 in.) high
Weight	11 ounces
Humidity	0…100% condensing
Temperature	Storage: – 40…60° C (– 40…140° F) Max. ambient for 1 hr: 72° C (150° F) Electronics & Display: –10…60° C (14…140° F)
Status indicators	Electronic and visual icons for: meter functioning correctly, meter alarm (indicates temperature limits exceeded, magnetic tamper or encoder removal), reverse flow, suspected leak, 30-day no usage, end of battery life
Signal output	Industry standard ASCII format
Signal type	Three-wire synchronous for AMR/AMI solutions Red = clock/power; Black = ground; Green = data
Battery	Lithium thionyl chloride AA cell, fully encapsulated within encoder housing
Battery Life	20 years (calculated)

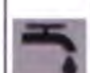
Status Indicators

Status indicators are sent as part of the encoder message to AMR/AMI systems that are capable of receiving an extended message, such as ORION Cellular, Fixed Network (SE) and Migratable (ME) endpoints. The details can also be read through an IR interface.

Status indicators appear in the display as symbols that illuminate when the condition is active and dim when the condition is eliminated.

All HR-E LCD encoders are delivered in storage mode so that a meter alarm is not triggered. During storage mode, the meter model displays on the encoder. As water begins to flow through the meter, the encoder switches from storage mode to normal operation upon sensing two (2) revolutions of the meter magnet.

The following chart indicates the HR-E LCD encoder conditions when connected to a Badger Meter ORION Cellular, Fixed Network or Migratable endpoint. The chart does *not* apply to ORION Classic (CE) or GALAXY endpoints, or HR-E LCD encoders programmed to a resolution lower than a 9-digit output. The HR-E LCD encoder displays the information, but the extra information is not reported through the endpoints.

Status Indicator	**Icon**	**Status Description**	**HR-E LCD Display**	**HR-E LCD with ORION Cellular or Fixed Network* and Migratable* Endpoints** *Firmware version 1.8 or higher required
Meter functioning correctly		Encoder operating correctly.	Continuous display on encoder as long as no other status indicators are triggered.	Indicator status not sent to the endpoint.
Encoder alarm		Several potential conditions may exist, including: Encoder removal Temperature limit exceeded (34…140° F) Magnetic tamper	Encoder alarm remains active for 35 days. The alarm automatically clears after 35 days if any of the 3 conditions has not recurred.	Encoder alarm sent to the endpoint.
Reverse flow		Encoder detects reverse flow.	Reverse flow alarm remains active for 35 days. The alarm automatically clears after 35 days if reverse flow condition has not recurred.	Encoder detects reverse flow and sends alarm message to the endpoint.
Suspected leak		Encoder detects 24 hours without one 15-minute interval of no flow.	The alarm clears automatically when a 15-minute no-flow interval occurs.	Encoder detects suspected leak and sends alarm message to the endpoint. If condition clears before message is sent to the endpoint, it is not reported.
30 day no usage		No measured flow in past 30 days.	The alarm is automatically cleared once flow occurs.	Encoder detects 30 days no usage and sends alarm to the endpoint.
End of life battery indicator		Indicated battery life based on pre-calculated consumption.	Alarm activated at 19 years and does not clear.	Encoder sends alarm to the endpoint.

HR-E LCD 4-20

The HR-E LCD 4-20 is a permanently sealed, electronic LCD absolute encoder which produces an industry standard ASCII encoded output as well as a 4-20 mA DC output signal through a dual output wire design.

Measurement Resolution

Standard encoded output is 9 digits. The 4-20 signal from the encoder is proportional to the flow of fluid passing through the meter. Power for the 4-20 output signal device can be obtained from a 9…50V DC control loop. The default 20 mA setting of the signal is defined in the resolution chart.

Recordall Disc Series	Size (in.)	Encoder Output			Analog Output
		9-dial (gal)	9-dial (ft³)	9-dial (m³)	20 mA Setpoint (gpm)
LP	5/8, 5/8 x 3/4	0.01	0.001	0.0001	20
M25	5/8, 5/8 x 3/4	0.01	0.001	0.0001	25
M35	3/4	0.01	0.001	0.0001	35
M40	1	0.01	0.001	0.0001	40
M55	1	0.01	0.001	0.0001	55
M70	1	0.01	0.001	0.0001	70
M120	1-1/2	0.1	0.01	0.001	120
M170	2	0.1	0.01	0.001	170

Recordall Turbo Series	Size (in.)	Encoder Output			Analog Output
		9-dial (gal)	9-dial (ft³)	9-dial (m³)	20 mA Setpoint (gpm)
T160	1-1/2	0.1	0.01	0.001	200
T200	2	0.1	0.01	0.001	310
T450	3	0.1	0.01	0.001	550
T1000	4	0.1	0.01	0.001	1250
T2000	6	1	0.1	0.01	2500
T3500	8	1	0.1	0.01	4500
T5500	10	1	0.1	0.01	7000
T6200	12	10	1	0.01	8800
T6600	16	10	1	0.01	13200
T10000	20	10	1	0.01	19800

Recordall Compound Series	Size (in.)	Encoder Output			Analog Output
		9-dial (gal)	9-dial (ft³)	9-dial (m³)	20 mA Setpoint (gpm)
High Side T200	2	0.1	0.01	0.001	310
Low Side M25	2	0.01	0.001	0.0001	25
High Side T450	3	0.1	0.01	0.001	550
Low Side M25	3	0.01	0.001	0.0001	25
High Side T1000	4	0.1	0.01	0.001	1250
Low side M35	4	0.01	0.001	0.0001	35
High Side T2000	6	1	0.1	0.01	2500
Low Side M35	6	0.01	0.001	0.0001	35
High Side T3500	8	1	0.1	0.01	—
Low side M120	8	0.1	0.01	0.001	—

Endpoint Reading Resolution

IMPORTANT

The standard electronic encoder output resolution of the HR-E LCD 4-20 encoder is 9 digits. Though the encoder output is 9-digit resolution, the reading resolution sent to the reading software is dependent on the endpoint that the encoder is connected to. Readings reported from the endpoints are the left-most significant digits of the encoder reading.

Endpoint Technology	Reading Resolution Reported to Reading Software
ORION Cellular	9-digit reading, plus the extended message capability
ORION Migratable (ME)/Fixed Network (SE)	8-digit reading, plus the extended message capability
ORION Classic (CE)	7-digit reading

See the application brief, *HR-E LCD Encoder Test Circle Codes*, available at *www.badgermeter.com*, for the appropriate test circle code/reading resolutions for the encoder with ORION endpoints. Other output options are available for certain applications.

Specifications HR-E LCD 4-20

Encoder Type	Permanently sealed, electronic LCD absolute encoder with analog output and field-programmable option
Encoder Display	Status indicators, unit of measure, billing units, automatic toggle between 9-digit and 6-digit consumption (segmented leak detector in this mode), rate of flow, meter model
Unit of Measure	U.S. gallons, Imperial gallons, cubic feet, cubic meters and liters
Flow Rate	Seconds, minutes, and hours
Numerals	7 mm (0.28 in.) high
Weight	11 ounces
Humidity	0…100% condensing
Temperature	Storage: –40…140° F (– 40…60° C) Max. ambient for 1 hr: 150° F (66° C) Electronics & Display: 14…140° F (–10…60° C)
Status Indicators	Electronic and visual icons for: meter functioning correctly, meter alarm (indicates temperature limits exceeded, magnetic tamper or encoder removal), reverse flow, suspected leak, 30-day no usage, end of battery life
Encoder Output	Industry standard ASCII format Three-wire synchronous for AMR/AMI solutions Red = clock/power; Black = ground; Green = data
Analog Output	Two-wire/passive
Input Voltage Range	9…50V DC supply
Current	4…20 mA
Max. Load Resistance (Ohms)	50 Ohms + 50 Ohms (supply voltage - 9V)
Battery	Lithium thionyl chloride AA cell, fully encapsulated within encoder housing
Battery Life	20 years (calculated)

Status Indicators

Status indicators are sent as part of the encoder message to AMR/AMI systems that are capable of receiving an extended message, such as ORION Cellular, Fixed Network (SE) and Migratable (ME) endpoints. The details can also be read through an IR interface.

Status indicators appear in the display as symbols that illuminate when the condition is active and dim when the condition is eliminated.

All HR-E LCD 4-20 encoders are delivered in storage mode so that a meter alarm is not triggered. During storage mode, the meter model displays on the encoder. As water begins to flow through the meter, the encoder switches from storage mode to normal operation upon sensing two (2) revolutions of the meter magnet.

The following chart indicates the HR-E LCD 4-20 encoder conditions when connected to a Badger Meter ORION Cellular, Fixed Network or Migratable endpoint. The chart does *not* apply to ORION Classic (CE) or GALAXY endpoints, or HR-E LCD 4-20 encoders programmed to a resolution lower than a 9-digit output. The HR-E LCD 4-20 encoder displays the information, but the extra information is not reported through the endpoints.

Status Indicator	**Icon**	**Status Description**	**HR-E LCD 4-20 Display**	**HR-E LCD 4-20 with ORION Cellular or Fixed Network* and Migratable* Endpoints** *Firmware version 1.8 or higher required
Meter functioning correctly		Encoder operating correctly.	Continuous display on encoder as long as no other status indicators are triggered.	Indicator status not sent to the endpoint.
Encoder alarm		Several potential conditions may exist, including: Encoder removal Temperature limit exceeded (34…140° F) Magnetic tamper	Encoder alarm remains active for 35 days. The alarm automatically clears after 35 days if any of the 3 conditions has not recurred.	Encoder alarm sent to the endpoint.
Reverse flow		Encoder detects reverse flow.	Reverse flow alarm remains active for 35 days. The alarm automatically clears after 35 days if reverse flow condition has not recurred.	Encoder detects reverse flow and sends alarm message to the endpoint.
Suspected leak		Encoder detects 24 hours without one 15-minute interval of no flow.	The alarm clears automatically when a 15-minute no-flow interval occurs.	Encoder detects suspected leak and sends alarm message to the endpoint. If condition clears before message is sent to the endpoint, it is not reported.
30 day no usage		No measured flow in past 30 days.	The alarm is automatically cleared once flow occurs.	Encoder detects 30 days no usage and sends alarm to the endpoint.
End of life battery indicator		Indicated battery life based on pre-calculated consumption.	Alarm activated at 19 years and does not clear.	Encoder sends alarm to the endpoint.

HR-LCD 4-20 SCALED/UNSCALED

The HR-LCD 4-20 scaled/unscaled is a permanently sealed, electronic LCD register that produces a scaled/unscaled output as well as an analog 4-20 mA DC output signal with a dual output wire design.

Measurement Resolution

Recordall Disc Series	Size (in.)	Scaled (pulse/unit)			Unscaled (pulse/unit)			Analog Output
		gal	ft³	m³	gal	ft³	m³	20 mA Setpoint (gpm)
LP	5/8	1	10	100	228.415	1708.661	60337.105	20
M25	5/8	1	10	100	198.334	1483.641	52391.084	25
M35	3/4	1	10	100	126.678	947.621	33462.863	35
M40	1	1	10	100	89.783	671.621	23716.632	40
M55	1	1	10	100	58.065	434.358	15338.279	55
M70	1	1	10	100	46.773	349.884	12355.278	70
M120	1-1/2	0.10	1	10	23.866	178.533	6304.435	120
M170	2	0.10	1	10	14.565	108.950	3847.303	170

Recordall Turbo Series	Size (in.)	Scaled (pulse/unit)			Unscaled (pulse/unit)			Analog Output
		gal	ft³	m³	gal	ft³	m³	20 mA Setpoint (gpm)
T160	1-1/2	0.10	1	10	1.537	11.494	405.894	200
T200	2	0.10	1	10	1.537	11.494	405.894	310
T450	3	0.10	1	10	1.598	11.954	422.109	550
T1000	4	0.10	1	10	1.665	12.455	439.820	1250
T2000	6	0.01	0.10	1	0.150	1.123	39.639	2500
T3500	8	0.01	0.10	1	0.151	1.131	39.939	4500
T5500	10	0.01	0.10	1	0.198	1.481	52.308	7000
T6200	12	0.001	0.01	0.10	0.129	0.963	34.006	8800
T6600	16	0.001	0.01	0.10	0.016	0.116	4.107	13200
T1000	20	0.001	0.01	0.10	0.009	0.067	2.382	19800

Recordall Compound Series	Size (in.)	Scaled (pulse/unit)			Unscaled (pulse/unit)			Analog Output
		gal	ft³	m³	gal	ft³	m³	20 mA Setpoint (gpm)
High Side T200	2	0.10	1	10	1.537	11.494	405.894	310
Low Side M25	2	1	10	100	198.334	1483.641	52391.084	25
High Side T450	3	0.10	1	10	1.598	11.954	422.109	550
Low Side M25	3	1	10	100	198.334	1483.641	52391.084	25
High Side T1000	4	0.10	1	10	1.665	12.455	439.820	1250
Low side M35	4	1	10	100	126.678	947.621	33462.863	35
High Side T2000	6	0.01	0.10	1	0.150	1.123	39.639	2500
Low Side M35	6	1	10	100	126.678	947.621	33462.863	35
High Side T3500	8	0.01	0.10	1	0.151	1.131	39.939	—
Low side M120	8	0.10	1	10	23.866	178.533	6304.435	—

Scaled Output

- Scaled output is a switch closure output defined as: **red** wire = positive, **black** wire = negative.
- Scaled digital output from the register has a default resolution of 1/10th of the register test circle (resolution may vary in some cases).
- The movement of the meter magnet is converted to a square wave signal that is available as a scaled output through a solid-state relay.
- Scaled output is a solid-state relay to provide isolation from the 4-20 mA output.
- The nominal pulse output width is programmable from 30…100 msec.
- The resolution of the output is defined in the registration section.
- This digital pulse output is compatible with most totalizers and batch controllers.

Unscaled Output

- Unscaled output is a switch closure output defined as: **green** wire = positive, **black** wire = negative
- The movement of the meter magnet is converted to a square wave signal that is available as an unscaled output through a solid-state relay.
- Unscaled output is a solid state relay to provide isolation from the 4-20 mA output.
- The resolution of the output is defined in the registration section.
- The unscaled output will only be active when the device is powered by the 4-20 mA output.
- This digital pulse output is compatible with most totalizers and batch controllers.

Analog Output

- The input pulses generated within the transmitter assembly are converted to a standard 4-20 mA control signal.
- This signal is proportional to the flow of fluid passing through the flow meter.
- Power for the device can be obtained from a 9…50V DC control loop.
- The default 20mA setting of the signal is defined in the registration section.

Specifications HR-LCD 4-20 scaled/unscaled

Register Type	Permanently sealed, electronic LCD register with scaled/unscaled and analog output, as well as a field-programmable option
Register Display	Status indicators, unit of measure, billing units, automatic toggle between 9-digit consumption, rate of flow, meter model
Unit of Measure	U.S. gallons, Imperial gallons, cubic feet, cubic meters, and liters
Flow Rate	Seconds, minutes, and hours
Numerals	7 mm (0.28 in.) high
Weight	11 ounces
Humidity	0…100% condensing
Temperature	Storage: – 40…140° F (– 40…60° C) Max. ambient for 1 hr: 150° F (66° C) Electronics & Display: 14…140° F (–10…60° C)
Status Indicators	Visual icons for: meter functioning correctly, meter alarm (indicates temperature limits exceeded, magnetic tamper or register removal), reverse flow, suspected leak, 30-day no usage, end of battery life
Scaled/Unscaled Output	Solid-state relay
Max. Voltage	30V DC
Current	100 mA
Pulse Width	50 ms (programmable 30…100 ms)
Analog Output	Two-wire/passive
Input Voltage Range	9…50V DC supply
Current	4…20 mA
Max. Load Resistance (Ohms)	50 Ohms + 50 Ohms (supply voltage - 9V)
Battery	Lithium thionyl chloride AA cell, fully encapsulated within register housing
Battery Life	10 years based on default settings and typical operating range

rowanwater@windstream.net

From: "Kentucky Rural Water Association, Inc." <quickbooks@notification.intuit.com>
Date: Friday, February 4, 2022 12:16 PM
To: <rowanwater@windstream.net>
Subject: Invoice 3692 from Kentucky Rural Water Association, Inc.

INVOICE 3692 DETAILS

Kentucky Rural Water Association, Inc.

DUE 01/31/2022

$1,920.00

Review and pay

Powered by QuickBooks

Dear Rowan Water,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day!
Kentucky Rural Water Association, Inc.

Bill to

Rowan Water
1765 Christy Creek
Morehead, KY 40351

Ship to

Rowan Water
1765 Christy Creek
Morehead, KY 40351

Statement

Badger Meter, Inc.

4545 W. Brown Deer Road, P.O. Box 245036
Milwaukee, WI 53224-9536 (414) 355-0400
D-U-N-S 00-606-9710

Customer No.	Statement Date	Page
16353	04/30/2022	1

Remittance Amount

ROWAN WATER INC
1765 CHRISTY CRK

MOREHEAD, KY 403519666

Date	Item No.	Pfx	Charges	Credits	Code	Customer Purchase Order No.	Badger Ref.
12/29/21	80087980		2,030.25	0.00	DM	BADGER SERVICES	1047120
01/31/22	80090110		531.16	0.00	DM	BADGER SERVICES	1053781
02/28/22	80092148		531.79	0.00	DM	BADGER SERVICES	1060409
03/30/22	80094354		531.79	0.00	DM	BADGER SERVICES	1068297
04/30/22	80096577		532.77	0.00	DM	BADGER SERVICES	1075669
				Balance Due > $4,157.76		**Terms: Net 30 Days from Invoice Date**	

Explanation of Codes
IN - Invoice
CM - Credit Memo
UC - Unapplied Cash
DM - Debit Memo
Please Direct any Inquiries or Correspondence to the Credit Department. Email: credit@badgermeter.com
This Statement does not reflect payment received subsequent to Statement Date

Payment methods:

1. Preferred Method
   Our Bank Information for ACH and wire transfers is:
   BMO Harris Bank
   770 North Water Street, Milwaukee, WI 53202
   Phone (414) 765-8010 Fax (414) 765-778

   Badger Meter Acct: 0022337117
   Bank ABA Number: 071 000 288
   SWIFT: HATRUS44

   Payment Detail To: ar@badgermeter.com
2. Remit Checks to:
   Badger Meter, Inc.
   Box 88223
   Milwaukee, WI 53288-0223
3. Pay online using the support tab at badgermeter.com
   One time Payment
   ID=Customer number without preceding zero's
   PIN=First 5 of zip code or 00000
4. Automated phone payment
   1-888-788-0481

LOANS AND AMORTIZATION SCHEDULES

Loan Amortization Schedule

	Enter values
Loan amount	$ 600,000.00
Annual interest rate	4.125%
Loan period in years	38
Number of payments per year	1
Start date of loan	10/24/2009
Optional extra payments	

	Loan summary
Scheduled payment	$ 31,538.04
Scheduled number of payments	38
Actual number of payments	38
Total early payments	$ 175.14
Total interest	$ 598,164.77

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	10/24/2010	$ 600,000.00	$ 31,538.04	$ 3.96	$ 31,542.00	$ 6,792.00	$ 24,750.00	$ 593,208.00	$ 24,750.00
2	10/24/2011	$ 593,208.00	$ 31,538.04	$ 28.62	$ 31,566.66	$ 7,096.83	$ 24,469.83	$ 586,111.18	$ 49,219.83
3	10/24/2012	$ 586,111.18	$ 31,538.04	$ 3.96	$ 31,542.00	$ 7,364.91	$ 24,177.09	$ 578,746.27	$ 73,396.92
4	10/24/2013	$ 578,746.27	$ 31,538.04	$ 3.96	$ 31,542.00	$ 7,668.71	$ 23,873.28	$ 571,077.56	$ 97,270.20
5	10/24/2014	$ 571,077.56	$ 31,538.04	$ 3.96	$ 31,542.00	$ 7,985.05	$ 23,556.95	$ 563,092.51	$ 120,827.15
6	10/24/2015	$ 563,092.51	$ 31,538.04	$ 3.96	$ 31,542.00	$ 8,314.43	$ 23,227.57	$ 554,778.08	$ 144,054.72
7	10/24/2016	$ 554,778.08	$ 31,538.04	$ 3.96	$ 31,542.00	$ 8,657.40	$ 22,884.60	$ 546,120.69	$ 166,939.31
8	10/24/2017	$ 546,120.69	$ 31,538.04	$ 3.96	$ 31,542.00	$ 9,014.52	$ 22,527.48	$ 537,106.17	$ 189,466.79
9	10/24/2018	$ 537,106.17	$ 31,538.04	$ 3.96	$ 31,542.00	$ 9,386.37	$ 22,155.63	$ 527,719.80	$ 211,622.42
10	10/24/2019	$ 527,719.80	$ 31,538.04	$ 3.96	$ 31,542.00	$ 9,773.55	$ 21,768.44	$ 517,946.25	$ 233,390.86
11	10/24/2020	$ 517,946.25	$ 31,538.04	$ 3.96	$ 31,542.00	$ 10,176.71	$ 21,365.28	$ 507,769.54	$ 254,756.14
12	10/24/2021	$ 507,769.54	$ 31,538.04	$ 3.96	$ 31,542.00	$ 10,596.50	$ 20,945.49	$ 497,173.03	$ 275,701.64
13	10/24/2022	$ 497,173.03	$ 31,538.04	$ 3.96	$ 31,542.00	$ 11,033.61	$ 20,508.39	$ 486,139.43	$ 296,210.02
14	10/24/2023	$ 486,139.43	$ 31,538.04	$ 3.96	$ 31,542.00	$ 11,488.74	$ 20,053.25	$ 474,650.68	$ 316,263.28
15	10/24/2024	$ 474,650.68	$ 31,538.04	$ 3.96	$ 31,542.00	$ 11,962.65	$ 19,579.34	$ 462,688.03	$ 335,842.62
16	10/24/2025	$ 462,688.03	$ 31,538.04	$ 3.96	$ 31,542.00	$ 12,456.11	$ 19,085.88	$ 450,231.91	$ 354,928.50
17	10/24/2026	$ 450,231.91	$ 31,538.04	$ 3.96	$ 31,542.00	$ 12,969.93	$ 18,572.07	$ 437,261.99	$ 373,500.56
18	10/24/2027	$ 437,261.99	$ 31,538.04	$ 3.96	$ 31,542.00	$ 13,504.94	$ 18,037.06	$ 423,757.05	$ 391,537.62
19	10/24/2028	$ 423,757.05	$ 31,538.04	$ 3.96	$ 31,542.00	$ 14,062.02	$ 17,479.98	$ 409,695.03	$ 409,017.60
20	10/24/2029	$ 409,695.03	$ 31,538.04	$ 3.96	$ 31,542.00	$ 14,642.08	$ 16,899.92	$ 395,052.96	$ 425,917.52
21	10/24/2030	$ 395,052.96	$ 31,538.04	$ 3.96	$ 31,542.00	$ 15,246.06	$ 16,295.93	$ 379,806.90	$ 442,213.45
22	10/24/2031	$ 379,806.90	$ 31,538.04	$ 3.96	$ 31,542.00	$ 15,874.96	$ 15,667.03	$ 363,931.93	$ 457,880.49
23	10/24/2032	$ 363,931.93	$ 31,538.04	$ 3.96	$ 31,542.00	$ 16,529.80	$ 15,012.19	$ 347,402.13	$ 472,892.68
24	10/24/2033	$ 347,402.13	$ 31,538.04	$ 3.96	$ 31,542.00	$ 17,211.66	$ 14,330.34	$ 330,190.47	$ 487,223.02
25	10/24/2034	$ 330,190.47	$ 31,538.04	$ 3.96	$ 31,542.00	$ 17,921.64	$ 13,620.36	$ 312,268.84	$ 500,843.38
26	10/24/2035	$ 312,268.84	$ 31,538.04	$ 3.96	$ 31,542.00	$ 18,660.91	$ 12,881.09	$ 293,607.93	$ 513,724.47
27	10/24/2036	$ 293,607.93	$ 31,538.04	$ 3.96	$ 31,542.00	$ 19,430.67	$ 12,111.33	$ 274,177.26	$ 525,835.79
28	10/24/2037	$ 274,177.26	$ 31,538.04	$ 3.96	$ 31,542.00	$ 20,232.18	$ 11,309.81	$ 253,945.08	$ 537,145.60
29	10/24/2038	$ 253,945.08	$ 31,538.04	$ 3.96	$ 31,542.00	$ 21,066.76	$ 10,475.23	$ 232,878.32	$ 547,620.84
30	10/24/2039	$ 232,878.32	$ 31,538.04	$ 3.96	$ 31,542.00	$ 21,935.76	$ 9,606.23	$ 210,942.55	$ 557,227.07
31	10/24/2040	$ 210,942.55	$ 31,538.04	$ 3.96	$ 31,542.00	$ 22,840.61	$ 8,701.38	$ 188,101.94	$ 565,928.45
32	10/24/2041	$ 188,101.94	$ 31,538.04	$ 3.96	$ 31,542.00	$ 23,782.79	$ 7,759.20	$ 164,319.15	$ 573,687.66
33	10/24/2042	$ 164,319.15	$ 31,538.04	$ 3.96	$ 31,542.00	$ 24,763.83	$ 6,778.16	$ 139,555.32	$ 580,465.82
34	10/24/2043	$ 139,555.32	$ 31,538.04	$ 3.96	$ 31,542.00	$ 25,785.34	$ 5,756.66	$ 113,769.98	$ 586,222.48

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
35	10/24/2044	$ 113,769.98	$ 31,538.04	$ 3.96	$ 31,542.00	$ 26,848.98	$ 4,693.01	$ 86,921.00	$ 590,915.49
36	10/24/2045	$ 86,921.00	$ 31,538.04	$ 3.96	$ 31,542.00	$ 27,956.50	$ 3,585.49	$ 58,964.49	$ 594,500.98
37	10/24/2046	$ 58,964.49	$ 31,538.04	$ 3.96	$ 31,542.00	$ 29,109.71	$ 2,432.29	$ 29,854.78	$ 596,933.26
38	10/24/2047	$ 29,854.78	$ 31,538.04	$ 3.96	$ 29,854.78	$ 28,623.27	$ 1,231.51	$ -	$ 598,164.77

Loan Amortization Schedule

	Enter values
Loan amount	$ 931,000.00
Annual interest rate	2.75 %
Loan period in years	38
Number of payments per year	1
Start date of loan	7/11/2013
Optional extra payments	

	Loan summary
Scheduled payment	$ 39,798.05
Scheduled number of payments	38
Actual number of payments	38
Total early payments	$ 175.14
Total interest	$ 581,175.86

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	7/11/2014	$ 931,000.00	$ 39,798.05	$ 3.96	$ 39,802.01	$ 14,199.51	$ 25,602.50	$ 916,800.49	$ 25,602.50
2	7/11/2015	$ 916,800.49	$ 39,798.05	$ 28.62	$ 39,826.67	$ 14,614.66	$ 25,212.01	$ 902,185.83	$ 50,814.51
3	7/11/2016	$ 902,185.83	$ 39,798.05	$ 3.96	$ 39,802.01	$ 14,991.90	$ 24,810.11	$ 887,193.93	$ 75,624.62
4	7/11/2017	$ 887,193.93	$ 39,798.05	$ 3.96	$ 39,802.01	$ 15,404.18	$ 24,397.83	$ 871,789.76	$ 100,022.46
5	7/11/2018	$ 871,789.76	$ 39,798.05	$ 3.96	$ 39,802.01	$ 15,827.79	$ 23,974.22	$ 855,961.96	$ 123,996.68
6	7/11/2019	$ 855,961.96	$ 39,798.05	$ 3.96	$ 39,802.01	$ 16,263.06	$ 23,538.95	$ 839,698.91	$ 147,535.63
7	7/11/2020	$ 839,698.91	$ 39,798.05	$ 3.96	$ 39,802.01	$ 16,710.29	$ 23,091.72	$ 822,988.62	$ 170,627.35
8	7/11/2021	$ 822,988.62	$ 39,798.05	$ 3.96	$ 39,802.01	$ 17,169.82	$ 22,632.19	$ 805,818.79	$ 193,259.54
9	7/11/2022	$ 805,818.79	$ 39,798.05	$ 3.96	$ 39,802.01	$ 17,641.99	$ 22,160.02	$ 788,176.80	$ 215,419.55
10	7/11/2023	$ 788,176.80	$ 39,798.05	$ 3.96	$ 39,802.01	$ 18,127.15	$ 21,674.86	$ 770,049.65	$ 237,094.41
11	7/11/2024	$ 770,049.65	$ 39,798.05	$ 3.96	$ 39,802.01	$ 18,625.65	$ 21,176.37	$ 751,424.01	$ 258,270.78
12	7/11/2025	$ 751,424.01	$ 39,798.05	$ 3.96	$ 39,802.01	$ 19,137.85	$ 20,664.16	$ 732,286.16	$ 278,934.94
13	7/11/2026	$ 732,286.16	$ 39,798.05	$ 3.96	$ 39,802.01	$ 19,664.14	$ 20,137.87	$ 712,622.01	$ 299,072.81
14	7/11/2027	$ 712,622.01	$ 39,798.05	$ 3.96	$ 39,802.01	$ 20,204.91	$ 19,597.11	$ 692,417.11	$ 318,669.92
15	7/11/2028	$ 692,417.11	$ 39,798.05	$ 3.96	$ 39,802.01	$ 20,760.54	$ 19,041.47	$ 671,656.57	$ 337,711.39
16	7/11/2029	$ 671,656.57	$ 39,798.05	$ 3.96	$ 39,802.01	$ 21,331.45	$ 18,470.56	$ 650,325.11	$ 356,181.94
17	7/11/2030	$ 650,325.11	$ 39,798.05	$ 3.96	$ 39,802.01	$ 21,918.07	$ 17,883.94	$ 628,407.04	$ 374,065.88
18	7/11/2031	$ 628,407.04	$ 39,798.05	$ 3.96	$ 39,802.01	$ 22,520.82	$ 17,281.19	$ 605,886.23	$ 391,347.08
19	7/11/2032	$ 605,886.23	$ 39,798.05	$ 3.96	$ 39,802.01	$ 23,140.14	$ 16,661.87	$ 582,746.09	$ 408,008.95
20	7/11/2033	$ 582,746.09	$ 39,798.05	$ 3.96	$ 39,802.01	$ 23,776.49	$ 16,025.52	$ 558,969.60	$ 424,034.46
21	7/11/2034	$ 558,969.60	$ 39,798.05	$ 3.96	$ 39,802.01	$ 24,430.35	$ 15,371.66	$ 534,539.25	$ 439,406.13
22	7/11/2035	$ 534,539.25	$ 39,798.05	$ 3.96	$ 39,802.01	$ 25,102.18	$ 14,699.83	$ 509,437.07	$ 454,105.96
23	7/11/2036	$ 509,437.07	$ 39,798.05	$ 3.96	$ 39,802.01	$ 25,792.49	$ 14,009.52	$ 483,644.58	$ 468,115.48
24	7/11/2037	$ 483,644.58	$ 39,798.05	$ 3.96	$ 39,802.01	$ 26,501.78	$ 13,300.23	$ 457,142.79	$ 481,415.70
25	7/11/2038	$ 457,142.79	$ 39,798.05	$ 3.96	$ 39,802.01	$ 27,230.58	$ 12,571.43	$ 429,912.21	$ 493,987.13
26	7/11/2039	$ 429,912.21	$ 39,798.05	$ 3.96	$ 39,802.01	$ 27,979.42	$ 11,822.59	$ 401,932.78	$ 505,809.72
27	7/11/2040	$ 401,932.78	$ 39,798.05	$ 3.96	$ 39,802.01	$ 28,748.86	$ 11,053.15	$ 373,183.92	$ 516,862.87
28	7/11/2041	$ 373,183.92	$ 39,798.05	$ 3.96	$ 39,802.01	$ 29,539.45	$ 10,262.56	$ 343,644.47	$ 527,125.42
29	7/11/2042	$ 343,644.47	$ 39,798.05	$ 3.96	$ 39,802.01	$ 30,351.79	$ 9,450.22	$ 313,292.68	$ 536,575.65
30	7/11/2043	$ 313,292.68	$ 39,798.05	$ 3.96	$ 39,802.01	$ 31,186.46	$ 8,615.55	$ 282,106.22	$ 545,191.20
31	7/11/2044	$ 282,106.22	$ 39,798.05	$ 3.96	$ 39,802.01	$ 32,044.09	$ 7,757.92	$ 250,062.13	$ 552,949.12
32	7/11/2045	$ 250,062.13	$ 39,798.05	$ 3.96	$ 39,802.01	$ 32,925.30	$ 6,876.71	$ 217,136.83	$ 559,825.83
33	7/11/2046	$ 217,136.83	$ 39,798.05	$ 3.96	$ 39,802.01	$ 33,830.75	$ 5,971.26	$ 183,306.08	$ 565,797.09
34	7/11/2047	$ 183,306.08	$ 39,798.05	$ 3.96	$ 39,802.01	$ 34,761.09	$ 5,040.92	$ 148,544.99	$ 570,838.01

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
35	7/11/2048	$ 148,544.99	$ 39,798.05	$ 3.96	$ 39,802.01	$ 35,717.02	$ 4,084.99	$ 112,827.97	$ 574,922.99
36	7/11/2049	$ 112,827.97	$ 39,798.05	$ 3.96	$ 39,802.01	$ 36,699.24	$ 3,102.77	$ 76,128.73	$ 578,025.76
37	7/11/2050	$ 76,128.73	$ 39,798.05	$ 3.96	$ 39,802.01	$ 37,708.47	$ 2,093.54	$ 38,420.26	$ 580,119.30
38	7/11/2051	$ 38,420.26	$ 39,798.05	$ 3.96	$ 38,420.26	$ 37,363.70	$ 1,056.56	$ -	$ 581,175.86

Loan Amortization Schedule

	Enter values
Loan amount	$ 1,106,000.00
Annual interest rate	2.625%
Loan period in years	40
Number of payments per year	1
Start date of loan	9/15/2017
Optional extra payments	

	Loan summary
Scheduled payment	$ 44,991.39
Scheduled number of payments	40
Actual number of payments	40
Total early payments	$ 801.50
Total interest	$ 693,039.00

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	9/15/2018	$ 1,106,000.00	$ 44,991.39	$ 7.49	$ 44,998.88	$ 15,966.38	$ 29,032.50	$ 1,090,033.62	$ 29,032.50
2	9/15/2019	$ 1,090,033.62	$ 44,991.39	$ 7.49	$ 44,998.88	$ 16,385.49	$ 28,613.38	$ 1,073,648.13	$ 57,645.88
3	9/15/2020	$ 1,073,648.13	$ 44,991.39	$ 7.49	$ 44,998.88	$ 16,815.61	$ 28,183.26	$ 1,056,832.52	$ 85,829.15
4	9/15/2021	$ 1,056,832.52	$ 44,991.39	$ 7.49	$ 44,998.88	$ 17,257.02	$ 27,741.85	$ 1,039,575.50	$ 113,571.00
5	9/15/2022	$ 1,039,575.50	$ 44,991.39	$ 7.49	$ 44,998.88	$ 17,710.02	$ 27,288.86	$ 1,021,865.48	$ 140,859.86
6	9/15/2023	$ 1,021,865.48	$ 44,991.39	$ 7.49	$ 44,998.88	$ 18,174.91	$ 26,823.97	$ 1,003,690.57	$ 167,683.83
7	9/15/2024	$ 1,003,690.57	$ 44,991.39	$ 7.49	$ 44,998.88	$ 18,652.00	$ 26,346.88	$ 985,038.57	$ 194,030.70
8	9/15/2025	$ 985,038.57	$ 44,991.39	$ 7.49	$ 44,998.88	$ 19,141.61	$ 25,857.26	$ 965,896.96	$ 219,887.97
9	9/15/2026	$ 965,896.96	$ 44,991.39	$ 7.49	$ 44,998.88	$ 19,644.08	$ 25,354.80	$ 946,252.88	$ 245,242.76
10	9/15/2027	$ 946,252.88	$ 44,991.39	$ 7.49	$ 44,998.88	$ 20,159.74	$ 24,839.14	$ 926,093.14	$ 270,081.90
11	9/15/2028	$ 926,093.14	$ 44,991.39	$ 7.49	$ 44,998.88	$ 20,688.93	$ 24,309.94	$ 905,404.21	$ 294,391.84
12	9/15/2029	$ 905,404.21	$ 44,991.39	$ 7.49	$ 44,998.88	$ 21,232.02	$ 23,766.86	$ 884,172.20	$ 318,158.70
13	9/15/2030	$ 884,172.20	$ 44,991.39	$ 7.49	$ 44,998.88	$ 21,789.36	$ 23,209.52	$ 862,382.84	$ 341,368.22
14	9/15/2031	$ 862,382.84	$ 44,991.39	$ 7.49	$ 44,998.88	$ 22,361.33	$ 22,637.55	$ 840,021.51	$ 364,005.77
15	9/15/2032	$ 840,021.51	$ 44,991.39	$ 7.49	$ 44,998.88	$ 22,948.31	$ 22,050.56	$ 817,073.20	$ 386,056.34
16	9/15/2033	$ 817,073.20	$ 44,991.39	$ 7.49	$ 44,998.88	$ 23,550.70	$ 21,448.17	$ 793,522.50	$ 407,504.51
17	9/15/2034	$ 793,522.50	$ 44,991.39	$ 7.49	$ 44,998.88	$ 24,168.91	$ 20,829.97	$ 769,353.59	$ 428,334.48
18	9/15/2035	$ 769,353.59	$ 44,991.39	$ 524.37	$ 45,515.76	$ 25,320.22	$ 20,195.53	$ 744,033.36	$ 448,530.01
19	9/15/2036	$ 744,033.36	$ 44,991.39	$ 7.49	$ 44,998.88	$ 25,468.00	$ 19,530.88	$ 718,565.37	$ 468,060.88
20	9/15/2037	$ 718,565.37	$ 44,991.39	$ 7.49	$ 44,998.88	$ 26,136.53	$ 18,862.34	$ 692,428.83	$ 486,923.22
21	9/15/2038	$ 692,428.83	$ 44,991.39	$ 7.49	$ 44,998.88	$ 26,822.62	$ 18,176.26	$ 665,606.21	$ 505,099.48
22	9/15/2039	$ 665,606.21	$ 44,991.39	$ 7.49	$ 44,998.88	$ 27,526.71	$ 17,472.16	$ 638,079.50	$ 522,571.64
23	9/15/2040	$ 638,079.50	$ 44,991.39	$ 7.49	$ 44,998.88	$ 28,249.29	$ 16,749.59	$ 609,830.21	$ 539,321.23
24	9/15/2041	$ 609,830.21	$ 44,991.39	$ 7.49	$ 44,998.88	$ 28,990.83	$ 16,008.04	$ 580,839.38	$ 555,329.27
25	9/15/2042	$ 580,839.38	$ 44,991.39	$ 7.49	$ 44,998.88	$ 29,751.84	$ 15,247.03	$ 551,087.53	$ 570,576.31
26	9/15/2043	$ 551,087.53	$ 44,991.39	$ 7.49	$ 44,998.88	$ 30,532.83	$ 14,466.05	$ 520,554.71	$ 585,042.36
27	9/15/2044	$ 520,554.71	$ 44,991.39	$ 7.49	$ 44,998.88	$ 31,334.31	$ 13,664.56	$ 489,220.39	$ 598,706.92
28	9/15/2045	$ 489,220.39	$ 44,991.39	$ 7.49	$ 44,998.88	$ 32,156.84	$ 12,842.04	$ 457,063.55	$ 611,548.95
29	9/15/2046	$ 457,063.55	$ 44,991.39	$ 7.49	$ 44,998.88	$ 33,000.96	$ 11,997.92	$ 424,062.59	$ 623,546.87
30	9/15/2047	$ 424,062.59	$ 44,991.39	$ 7.49	$ 44,998.88	$ 33,867.23	$ 11,131.64	$ 390,195.36	$ 634,678.51
31	9/15/2048	$ 390,195.36	$ 44,991.39	$ 7.49	$ 44,998.88	$ 34,756.25	$ 10,242.63	$ 355,439.11	$ 644,921.14
32	9/15/2049	$ 355,439.11	$ 44,991.39	$ 7.49	$ 44,998.88	$ 35,668.60	$ 9,330.28	$ 319,770.52	$ 654,251.42
33	9/15/2050	$ 319,770.52	$ 44,991.39	$ 7.49	$ 44,998.88	$ 36,604.90	$ 8,393.98	$ 283,165.62	$ 662,645.39
34	9/15/2051	$ 283,165.62	$ 44,991.39	$ 7.49	$ 44,998.88	$ 37,565.78	$ 7,433.10	$ 245,599.84	$ 670,078.49

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
35	9/15/2052	$ 245,599.84	$ 44,991.39	$ 7.49	$ 44,998.88	$ 38,551.88	$ 6,447.00	$ 207,047.96	$ 676,525.49
36	9/15/2053	$ 207,047.96	$ 44,991.39	$ 7.49	$ 44,998.88	$ 39,563.87	$ 5,435.01	$ 167,484.09	$ 681,960.50
37	9/15/2054	$ 167,484.09	$ 44,991.39	$ 7.49	$ 44,998.88	$ 40,602.42	$ 4,396.46	$ 126,881.67	$ 686,356.95
38	9/15/2055	$ 126,881.67	$ 44,991.39	$ 7.49	$ 44,998.88	$ 41,668.23	$ 3,330.64	$ 85,213.44	$ 689,687.60
39	9/15/2056	$ 85,213.44	$ 44,991.39	$ -	$ 44,991.39	$ 42,754.53	$ 2,236.85	$ 42,458.91	$ 691,924.45
40	9/15/2057	$ 42,458.91	$ 44,991.39	$ -	$ 42,458.91	$ 41,344.36	$ 1,114.55	$ -	$ 693,039.00

Loan Amortization Schedule

	Enter values
Loan amount	$ 1,222,000.00
Annual interest rate	1.50 %
Loan period in years	40
Number of payments per year	1
Start date of loan	1/30/2020
Optional extra payments	$ -

	Loan summary
Scheduled payment	$ 46,656.00
Scheduled number of payments	40
Actual number of payments	40
Total early payments	$ -
Total interest	$ 341,855.25

Lender name: Rowan Water CLSS 62891

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	1/30/2021	$ 1,222,000.00	$ 46,656.00	$ -	$ 46,656.00	$ 28,326.00	$ 18,330.00	$ 1,193,674.00	$ 18,330.00
2	1/30/2022	$ 1,193,674.00	$ 46,656.00	$ -	$ 46,656.00	$ 28,750.89	$ 17,905.11	$ 1,164,923.11	$ 36,235.11
3	1/30/2023	$ 1,164,923.11	$ 46,656.00	$ -	$ 46,656.00	$ 29,182.15	$ 17,473.85	$ 1,135,740.96	$ 53,708.96
4	1/30/2024	$ 1,135,740.96	$ 46,656.00	$ -	$ 46,656.00	$ 29,619.89	$ 17,036.11	$ 1,106,121.07	$ 70,745.07
5	1/30/2025	$ 1,106,121.07	$ 46,656.00	$ -	$ 46,656.00	$ 30,064.18	$ 16,591.82	$ 1,076,056.89	$ 87,336.89
6	1/30/2026	$ 1,076,056.89	$ 46,656.00	$ -	$ 46,656.00	$ 30,515.15	$ 16,140.85	$ 1,045,541.74	$ 103,477.74
7	1/30/2027	$ 1,045,541.74	$ 46,656.00	$ -	$ 46,656.00	$ 30,972.87	$ 15,683.13	$ 1,014,568.87	$ 119,160.87
8	1/30/2028	$ 1,014,568.87	$ 46,656.00	$ -	$ 46,656.00	$ 31,437.47	$ 15,218.53	$ 983,131.40	$ 134,379.40
9	1/30/2029	$ 983,131.40	$ 46,656.00	$ -	$ 46,656.00	$ 31,909.03	$ 14,746.97	$ 951,222.37	$ 149,126.37
10	1/30/2030	$ 951,222.37	$ 46,656.00	$ -	$ 46,656.00	$ 32,387.66	$ 14,268.34	$ 918,834.71	$ 163,394.71
11	1/30/2031	$ 918,834.71	$ 46,656.00	$ -	$ 46,656.00	$ 32,873.48	$ 13,782.52	$ 885,961.23	$ 177,177.23
12	1/30/2032	$ 885,961.23	$ 46,656.00	$ -	$ 46,656.00	$ 33,366.58	$ 13,289.42	$ 852,594.65	$ 190,466.65
13	1/30/2033	$ 852,594.65	$ 46,656.00	$ -	$ 46,656.00	$ 33,867.08	$ 12,788.92	$ 818,727.56	$ 203,255.56
14	1/30/2034	$ 818,727.56	$ 46,656.00	$ -	$ 46,656.00	$ 34,375.09	$ 12,280.91	$ 784,352.48	$ 215,536.48
15	1/30/2035	$ 784,352.48	$ 46,656.00	$ -	$ 46,656.00	$ 34,890.71	$ 11,765.29	$ 749,461.77	$ 227,301.77
16	1/30/2036	$ 749,461.77	$ 46,656.00	$ -	$ 46,656.00	$ 35,414.07	$ 11,241.93	$ 714,047.69	$ 238,543.69
17	1/30/2037	$ 714,047.69	$ 46,656.00	$ -	$ 46,656.00	$ 35,945.28	$ 10,710.72	$ 678,102.41	$ 249,254.41
18	1/30/2038	$ 678,102.41	$ 46,656.00	$ -	$ 46,656.00	$ 36,484.46	$ 10,171.54	$ 641,617.94	$ 259,425.94
19	1/30/2039	$ 641,617.94	$ 46,656.00	$ -	$ 46,656.00	$ 37,031.73	$ 9,624.27	$ 604,586.21	$ 269,050.21
20	1/30/2040	$ 604,586.21	$ 46,656.00	$ -	$ 46,656.00	$ 37,587.21	$ 9,068.79	$ 566,999.01	$ 278,119.01
21	1/30/2041	$ 566,999.01	$ 46,656.00	$ -	$ 46,656.00	$ 38,151.01	$ 8,504.99	$ 528,847.99	$ 286,623.99
22	1/30/2042	$ 528,847.99	$ 46,656.00	$ -	$ 46,656.00	$ 38,723.28	$ 7,932.72	$ 490,124.71	$ 294,556.71
23	1/30/2043	$ 490,124.71	$ 46,656.00	$ -	$ 46,656.00	$ 39,304.13	$ 7,351.87	$ 450,820.58	$ 301,908.58
24	1/30/2044	$ 450,820.58	$ 46,656.00	$ -	$ 46,656.00	$ 39,893.69	$ 6,762.31	$ 410,926.89	$ 308,670.89
25	1/30/2045	$ 410,926.89	$ 46,656.00	$ -	$ 46,656.00	$ 40,492.10	$ 6,163.90	$ 370,434.79	$ 314,834.79
26	1/30/2046	$ 370,434.79	$ 46,656.00	$ -	$ 46,656.00	$ 41,099.48	$ 5,556.52	$ 329,335.32	$ 320,391.32
27	1/30/2047	$ 329,335.32	$ 46,656.00	$ -	$ 46,656.00	$ 41,715.97	$ 4,940.03	$ 287,619.34	$ 325,331.34
28	1/30/2048	$ 287,619.34	$ 46,656.00	$ -	$ 46,656.00	$ 42,341.71	$ 4,314.29	$ 245,277.64	$ 329,645.64
29	1/30/2049	$ 245,277.64	$ 46,656.00	$ -	$ 46,656.00	$ 42,976.84	$ 3,679.16	$ 202,300.80	$ 333,324.80
30	1/30/2050	$ 202,300.80	$ 46,656.00	$ -	$ 46,656.00	$ 43,621.49	$ 3,034.51	$ 158,679.31	$ 336,359.31
31	1/30/2051	$ 158,679.31	$ 46,656.00	$ -	$ 46,656.00	$ 44,275.81	$ 2,380.19	$ 114,403.50	$ 338,739.50
32	1/30/2052	$ 114,403.50	$ 46,656.00	$ -	$ 46,656.00	$ 44,939.95	$ 1,716.05	$ 69,463.55	$ 340,455.55
33	1/30/2053	$ 69,463.55	$ 46,656.00	$ -	$ 46,656.00	$ 45,614.05	$ 1,041.95	$ 23,849.51	$ 341,497.51

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
34	1/30/2054	$ 23,849.51	$ 46,656.00	$ -	$ 23,849.51	$ 23,491.76	$ 357.74	$ -	$ 341,855.25

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2/14

USDA
Form RD 440-22
(Rev. 6-06)

CLSS Loan 62891

PROMISSORY NOTE
(ASSOCIATION OR ORGANIZATION)

State			
Kentucky			
County			
Rowan			
Case No.			
21-003-*****1413			
FINANCE OFFICE USE ONLY			
F	LN	LC	IA

KIND OF LOAN:
- [x] ASSOCIATION- ORGANIZATION
- [ ] HOUSING-ORGANIZATION
- [ ] PUBLIC BODY
- [ ] OTHER

Date 01-30-2020

FOR VALUE RECEIVED, Rowan Water, Inc.
(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Rural Housing Service, Rural Business-Cooperative Service, or Rural Utilities Service within the Rural Development Mission Area, the Farm Service Agency, or their successor Agencies, United States Department of Agriculture, (herein called the "Government") at its office in Morehead, KY 40351, or at such other place as the Government may hereafter designate in writing, the principal amount of One Million Two Hundred Twenty-Two Thousand & 00/100 dollars ($ 1,222,000), plus interest on the unpaid principal balance at the rate of Two & One Forth percent (2.2500 %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

$ 46,656.00 on 01-30-2021,
$ 46,656.00 on 01-30-2022,
$ 46,656.00 on 01-30-2023,
$ 46,656.00 on 01-30-2024, and
$ 46,656.00 thereafter on the 30th of each January

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 40 (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. No assignment of this note shall be effective unless the Borrower is notified in writing of the name and address of the assignee. The Borrower shall thereupon duly note in its records the occurrence of such assignment, together with the name and address of the assignee.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment of Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act if the box opposite "Association" is checked under the heading "KIND OF LOAN," or pursuant to Title V of the Housing Act of 1949 if the box opposite "HOUSING-ORGANIZATION" is checked. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Rowan Water, Inc.
(Name of Borrower)

(CORPORATE SEAL)

Larry Johnson
(Signature of Executive Official)

ATTEST:

Larry Johnson, Chairman
(Title of Executive Official)

Enoch Blair
(Signature of Attesting Official)

1765 Christy Creek
(Post Office Box No. or Street Address)

Sec. Treas.
(Title of Attesting Official)

Morehead, KY 40351-
(City, State, and Zip Code)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(6) $	
(2) $		(7) $	
(3) $		(8) $	
(4) $		(9) $	
(5) $		(10) $	
	TOTAL	$0.00	

PAY TO THE ORDER OF ____________________

UNITED STATES OF AMERICA
USDA Rural Development
(Name of Agency)

BY ____________________

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USDA

United States Department of Agriculture

3/29

August 6, 2019

Mr. Larry Johnson, Chairman
Rowan Water, Inc.
1765 Christy Creek
Morehead, Kentucky 40351

C LSS Loan
62891

SUBJECT: Recipient Name: Rowan Water, Inc.

Project Name: FY 19 Meter Replacement

Dear Mr. Johnson:

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

This letter is not to be considered as loan or grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed $1,222,000 and a RUS grant not to exceed $500,000. No applicant cash contribution will be required.

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

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

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

If the conditions set forth in this letter are not met within 240 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application. In signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are agreeing to complete the following as expeditiously as possible:

1. Number of Users and Their Contribution:

There shall be 6,579 water users, of which all are existing users. The Area Director will review and authenticate the number of users prior to advertising for construction bids.

2. Grant Agreement:

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

3. Drug-Free Work Place:

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

4. Repayment Period:

The loan will be scheduled for repayment over a period not to exceed 40 years from the date of the Promissory Note. Principal payment will not be deferred. The Corporation may be required to adopt a supplemental payment agreement providing for monthly payments of principal and interest so long as the Promissory Note is held or insured by RUS. Monthly payments will be approximate amortized installments.

5. Recommended Repayment Method:

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

6. Reserve Accounts:

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

The Corporation will be required to deposit $425 per month into a "Funded Debt Reserve Account" until the account reaches $51,000. The deposits are to be resumed any time the account falls below the $51,000.

The required monthly deposits to the Reserve Account and required Reserve Account levels are in addition to the requirements of the Corporation's prior loan resolutions.

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

The Corporation also needs to fund an account for short-lived assets by depositing a sum of $2,750 monthly into the account. The funds in the short-lived asset account may be used by the Corporation as needed to replace or add short-lived assets in the Corporation's utility systems.

7. Security Requirements:

The loan will be secured by a real estate mortgage, a financing statement, and a pledge of gross water revenue, in the Loan Resolution and Financing Statement.

8. Land Rights and Real Property:

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

9. Organization:

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

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

10. Business Operations:

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

11. Conflict of Interest Policy:

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

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

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

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

12. Accounts, Records and Audits:

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

The Corporation shall be required to submit a copy of its audit agreement for review and concurrence by Rural Development prior to pre-closing the loan.

The Corporation will be required to establish and maintain separate accounts for each system. Annual audits, budgets, and reports will be submitted to Rural Development showing separate accounts.

The Corporation shall obtain the assistance of its accountant to establish the Corporation's accounting system. Rural Development review of the accounting system is required.

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

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

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

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

14. Insurance and Bonding:

The following insurance and bonding will be required:

A. Adequate Liability and Property Damage Insurance including vehicular coverage, if applicable, must be obtained and maintained by the Corporation. The Corporation should obtain amounts of coverage as recommended by its attorney, consulting engineer and/or insurance provider.

B. Worker's Compensation - The Corporation will carry worker's compensation insurance for employees in accordance with applicable state laws.

C. Fidelity Bond - The Corporation will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is $398,000.

D. Real Property Insurance - The Corporation will obtain and maintain adequate fire and extended coverage on all structures including major items of equipment or machinery located in the structures.
The amounts of coverage should be based on recommendations obtained by the Corporation from its attorney, consulting engineer and/or insurance provider. Subsurface lift stations do not have to be covered except for the value of electrical and pumping equipment therein.

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

15. Planning and Performing Development:

A. The engineer should not be authorized to commence work on final plans and specifications until a determination has been made that the project can be planned and constructed within the estimated cost shown in paragraph "28" of this letter. The engineer may then proceed to develop final plans and specifications to be completed no later than 210 days from this date, and prepare bid documents. The Area Director is prepared to furnish the necessary guide to follow so as to keep the project plans and documents within our guidelines and requirements. The project must be constructed by the design/bid/build method of construction. The project should not be advertised for construction bids until all easements and enforceable options have been obtained, and total funds are committed or available for the project.

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

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

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

16. Bid Tabulation:

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

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

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

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

17. Contract Documents, Final Plans, and Specifications:

A. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulleting 1780-26 or other Agency-approved forms of agreement.

B. The contract documents, final plans, and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

C. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

18. Contract Review:

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

19. Civil Rights & Equal Opportunity:

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

A. Section 504 of the Rehabilitation Act of 1973:

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

B. Civil Rights Act of 1964:

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

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

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

This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, state and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by state and local public entities that provide services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities that accommodate the public.

D. Age Discrimination Act of 1975:

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

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

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

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

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

20. Closing Instructions:

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

21. Compliance with Special Laws and Regulations:

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

22. System Operator:

The Corporation is reminded that the water system operator must have an Operator's Certificate issued by the State.

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

A. Form RD 1942-8, "Resolution of Members or Stockholders."

B. Form RUS Bulletin 1780-28, "Loan Resolution Security Agreement."

C. Form RD 400-1, "Equal Opportunity Agreement."

D. Form RD 400-4, "Assurance Agreement."

E. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction."

F. Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."

G. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans."

H. RUS Bulletin 1780-22, "Eligibility Certification."

24. Refinancing and Graduation Requirements:

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

25. Commercial Interim Financing:

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

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

26. Disbursement of Project Funds:

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

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

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

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

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

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

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

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

27. <u>Disbursement of Grant Funds</u>:

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

Grant funds are to be deposited in an interest bearing account in accordance with 2 CFR part 200 and interest in excess of $500 per year remitted to the Agency.
The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing account, unless:

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

28. <u>Project Budget</u>:

Estimated expenditures are as follows:

<u>Project Costs</u>:

Development		$1,585,400
Legal and Administrative		15,000
Engineering Fees		79,100
Interest		25,000
Contingencies		17,500
	TOTAL PROJECT COST	$1,722,000

Project Funding:

RUS Loan		$1,222,000
RUS Grant		500,000
	TOTAL FUNDING	$1,722,000

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

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

29. Construction Completion Timeframe:

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

30. Use of Remaining Project Funds:

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

31. Proposed Operating Budget:

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

32. Rates and Charges:

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

Water rates will be at least:

5/8 Inch

First	2,000	gallons @ $19.42 - Minimum Bill.
Next	3,000	gallons @ $ 8.17 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.62 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.07 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.74 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.52 – per 1,000 gallons.

3/4 Inch

First	4,000	gallons @ $36.64 - Minimum Bill.
Next	1,000	gallons @ $ 8.17 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.62 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.07 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.74 – per 1,000 gallons.
All Over	50,000	gallons @ $ 6.52 – per 1,000 gallons.

1 Inch

First	5,000	gallons @ $44.80 - Minimum Bill.
Next	10,000	gallons @ $ 7.62 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.07 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.74 – per 1,000 gallons.
All Over	50,000	gallons @ $ 6.52 – per 1,000 gallons.

1 ½ Inch

First	15,000	gallons @ $120.98 - Minimum Bill.
Next	10,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 7.07 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.74 – per 1,000 gallons.
All Over	50,000	gallons @ $ 6.52 – per 1,000 gallons.

2 Inch

First	25,000	gallons @ $195.50 - Minimum Bill.
Next	10,000	gallons @ $ 7.07 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.74 – per 1,000 gallons.
All Over	50,000	gallons @ $ 6.52 – per 1,000 gallons.

Wholesale: $2.12 per 1,000 gallons.

33. Water Purchase Contract:

The Corporation will submit a Water Purchase Contract for approval by Rural Development before advertising for construction bids. If the contract is not on Form RD 442-30, "Water Purchase Contract," the contract will require approval by our Regional Attorney. The contract must meet the requirements of subsection 1780.62 of RUS Instruction 1780, which includes there must be 40 years left on the term of the water purchase contract. The contract term must match the term of the loan.

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

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

35. Floodplain Construction:

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

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

36. Mitigation Measures:

A. The project shall be in compliance with all requirements noted in the Governor's Office for Local Development letter dated January 4, 2019, from Ms. Lee Nalley.

B. The line design and construction shall be accomplished in a way that will leave flood plains and farmland without effect after construction is complete. The Army Corps of Engineers Nationwide Permit No. 12 applies to all floodplain and wetland utility line construction.

C. Any excavation by Contractor that uncovers a historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted until RD can consult with the State Historical Preservation Officer and issue further directions.

D. The design and construction shall be in compliance with all local, state and federal environmental statutes, regulations and executive orders applicable to the project.

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

37. System for Award Management:

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

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

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

38. Prepayment and Extra Payments:

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

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

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

39. Security/Operational Inspections:

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

40. American Iron and Steel:

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

> (1) No Federal funds made available for this fiscal year for the rural water, waste water, waste disposal, and solid waste management programs authorized by the Consolidated Farm and Rural Development Act (7 U.S.C. 1926 et seq.) shall be used for a project for the construction, alteration, maintenance, or repair of a public water or wastewater system unless all of the iron and steel products used in the project are produced in the United States.

(2) The term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

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

41. Final Approval Conditions:

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

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

Sincerely,

HILDA GAY LEGG
State Director

Enclosures

cc: Field Director – Morehead, Kentucky
Field Specialist – Morehead, Kentucky
Gateway ADD – Morehead, Kentucky
Bluegrass Engineering – Georgetown, Kentucky
Truman Dehner – Morehead, Kentucky

USDA
Form RD 440-22
(Rev. 6-98)

Loan 91-25

PROMISSORY NOTE
(ASSOCIATION OR ORGANIZATION)

State			
KENTUCKY			
County			
ROWAN			
Case No.			
21-003-610701413			
FINANCE OFFICE USE ONLY			
F	LN	LC	IA

KIND OF LOAN:
☐ ASSOCIATION- ORGANIZATION
☐ HOUSING-ORGANIZATION
☐ PUBLIC BODY
☐ OTHER

Date 10/24/2007

FOR VALUE RECEIVED, ROWAN WATER, INC.
(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Rural Housing Service, Rural Business-Cooperative Service, or Rural Utilities Service within the Rural Development Mission Area, the Farm Service Agency, or their successor Agencies. United States Department of Agriculture, (herein called the "Government") at its office in MOREHEAD KENTUCKY, or at such other place as the Government may hereafter designate in writing, the principal amount of SIX HUNDRED THOUSAND AND 00/100 dollars ($600,000.00), plus interest on the unused principal balance at the rate of FOUR AND ONE EIGHTH percent (4.125 %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

$ INTEREST ONLY on 24,750.00 - 10/24/08 pf
$ INTEREST ONLY on 24,750.00 - 10/24/09 pf
$ 31,542 on 10/24/2010, pf
$ ____ on ____, and
$ 31,542 thereafter on the 24TH of each OCTOBER

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable FORTY (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. No assignment of this note shall be effective unless the Borrower is notified in writing of the name and address of the assignee. The Borrower shall thereupon duly note in its records the occurrence of such assignment, together with the name and address of the assignee.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment of Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act if the box opposite "Association" is checked under the heading "KIND OF LOAN," or pursuant to Title V of the Housing Act of 1949 if the box opposite "HOUSING-ORGANIZATION" is checked. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

ROWAN WATER, INC.
(Name of Borrower)

(CORPORATE SEAL)

Steve Eldridge
(Signature of Executive Official)

PRESIDENT
(Title of Executive Official)

110 HARGIS AVENUE
(Post Office Box No. or Street Address)

MOREHEAD KENTUCKY 40351
(City, State, and Zip Code)

ATTEST:

Errol Blair
(Signature of Attesting Official)

SECRETARY
(Title of Attesting Official)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $ 88,032.00	10/24/2007	(6) $ 56,129.53	3/24/08
(2) $ 85,047.61	12/21/2007	(7) $ 88,032.00	11/16/07
(3) $ 5,462.10	12/3/2007	(8) $ 149,535.89	4/28/08
(4) $ 134,304.35	1/25/2008	(9) $ 271.48	5/27/08
(5) $ 81,217.04	2/22/2008	(10) $	/ /
	TOTAL		

PAY TO THE ORDER OF ______________________________

____

UNITED STATES OF AMERICA
(Name of Agency)

BY ______________________________

____

USDA Rural Development

United States Department of Agriculture
Rural Development
Kentucky State Office

3/20

Loan 91-25

February 20, 2007

Mr. Steve Eldridge, President
Rowan Water, Inc.
110 Hargis Avenue
Morehead, Kentucky 40351

Dear Mr. Eldridge:

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

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed \$600,000; a RUS grant not to exceed \$325,000; and a 2006 Infrastructure for Economic Development Fund (IEDF) State grant in the amount of \$375,000.

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

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

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

If the conditions set forth in this letter are not met within 240 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application.

In signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are agreeing to complete the following as expeditiously as possible:

771 Corporate Drive • Suite 200 • Lexington, KY 40503
Phone: (859) 224-7336 • Fax: (859) 224-7444 • TDD: (859) 224-7422 • Web: http://www.rurdev.usda.gov/ky

1. Number of Users and Their Contribution:

   There shall be 6,253 existing water users. The Area Director will review and authenticate the number of users prior to advertising for construction bids. There will be no cash contribution required from the Corporation.

2. Grant Agreement:

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

3. Drug-Free Work Place:

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

4. Repayment Period:

   The loan will be scheduled for repayment over a period not to exceed 40 years from the date of the Promissory Note. Principal payment will not be deferred for a period in excess of two years from the date of the Promissory Note. The Corporation may be required to adopt a supplemental payment agreement providing for monthly payments of principal and interest so long as the Promissory Note is held or insured by RUS. Monthly payments will be approximate amortized installments.

5. Recommended Repayment Method:

   Payments on this loan can be made using the Preauthorized Debit (PAD) payment method. This procedure eliminates the need for paper checks and ensures timely receipt of RD loan payments. To initiate PAD payments, Form SF 5510, "Authorization Agreement for Preauthorized Payments," should be signed by the Corporation to authorize the electronic withdrawal of funds from your designated bank account on the exact installment payment due date. The Area Director will furnish the necessary forms and further guidance on the PAD procedure.

6. Reserve Accounts:

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

   The Corporation will be required to deposit $265 per month into a "Funded Depreciation Reserve Account" until the account reaches $31,800. The deposits are to be resumed any time the account falls below the $31,800.

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

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

The Corporation also needs to fund an account for short-lived assets by depositing a sum of $3,520 monthly to the account. The funds in the short-lived asset account may be used by the Corporation as needed to replace or add short-lived assets in the Corporation's water system.

7. Security Requirements:

The loan will be secured by a real estate mortgage, a financing statement, and pledge of gross water revenue, in the Loan Resolution and Financing Statement.

8. Land Rights and Real Property:

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

9. Organization:

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

10. Business Operations:

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

11. Accounts, Records and Audits:

The Corporation will be required to maintain adequate records and accounts and submit annual budgets and year-end reports (annual audits) in accordance with subsection 1780.47 of RUS Instruction 1780 and RUS Staff Instruction 1780-4, a copy of which is enclosed.

The enclosed audit booklet will be used as a guide for preparation of audits. The Corporation shall be required to submit a copy of its audit agreement for review and concurrence by Rural Development prior to pre-closing the loan.

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

The Corporation will accomplish audits in accordance with OMB Circular A-133, during the years in which federal funds are received. The Corporation will provide copies of the audits to the Area Office and the appropriate Federal cognizant agency as designated by OMB Circular A-133.

13. Insurance and Bonding:

The following insurance and bonding will be required:

A. Adequate Liability and Property Damage Insurance including vehicular coverage, if applicable, must be obtained and maintained by the Corporation. The Corporation should obtain amounts of coverage as recommended by its attorney, consulting engineer and/or insurance provider.

B. Worker's Compensation - The Corporation will carry worker's compensation insurance for employees in accordance with applicable state laws.

C. Fidelity Bond - The Corporation will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is $265,000.

D. Real Property Insurance - The Corporation will obtain and maintain adequate fire and extended coverage on all structures including major items of equipment or machinery located in the structures. The amounts of coverage should be based on recommendations obtained by the Corporation from its attorney, consulting engineer and/or insurance provider. Subsurface lift stations do not have to be covered except for the value of electrical and pumping equipment therein.

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

14. Planning and Performing Development:

A. The engineer should not be authorized to commence work on final plans and specifications until a determination has been made that the project can be planned and constructed within the estimated cost shown in paragraph "24" of this letter. The engineer may then proceed to develop final plans and specifications to be completed no later than 210 days from this date, and prepare bid documents. The Area Director is prepared to furnish the necessary guide to follow so as to keep the project plans and documents within our guidelines and requirements. The project should not be advertised for construction bids until all easements and enforceable options have been obtained, and total funds are committed or available for the project.

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

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

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

15. Civil Rights & Equal Opportunity:

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

A. Section 504 of the Rehabilitation Act of 1973:

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

B. Civil Rights Act of 1964:

All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Subpart E of Part 1901 of this Title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this Title.

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

This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, state and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by state and local public entities that provide services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities that accommodate the public.

D. Age Discrimination Act of 1975:

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

Rural Development financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

16. Closing Instructions:

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

17. Compliance with Special Laws and Regulations:

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

18. Treatment Plant/System Operator:

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

19. Prior to Pre-Closing the Loan, the Corporation Will Be Required to Adopt:

A. Form RD 1942-8, "Resolution of Members or Stockholders."

B. Form RUS Bulletin 1780-28, "Loan Resolution Security Agreement."

C. Form RD 400-1, "Equal Opportunity Agreement."

D. Form RD 400-4, "Assurance Agreement."

E. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction."

F. Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."

G. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans."

H. RUS Bulletin 1780-22, "Eligibility Certification."

20. Refinancing and Graduation Requirements:

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

21. Commercial Interim Financing:

The Corporation will be required to use commercial interim financing for the project during construction for the RUS loan portion of the financing, if available at reasonable rates and terms. Before the loan is closed, the Corporation will be required to provide Rural Development with statements from the contractor, engineer and attorneys that they have been paid to date in accordance with their contract or other agreements and, in the case of the contractor, that he has paid his suppliers and sub-contractors.

22. Disbursement of Project Funds:

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

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

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

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

23. Disbursement of Grant Funds:

The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of obligations due and payable by the Corporation. Grant funds, upon receipt, must be deposited in an interest bearing account in accordance with 7 CFR part 3019 (as applicable). Interest earned on grant funds in excess of $250 (as applicable) per year will be submitted to RUS at least quarterly.

24. Cost of Facility:

Breakdown of Costs:

Development		$ 1,012,000
Legal and Administrative		6,000
Engineering		166,300
Interest		14,500
Contingencies		101,200
	TOTAL	$ 1,300,000

Financing:

RUS Loan		$ 600,000
RUS Grant		325,000
2006 IDEF Grant		375,000
	TOTAL	$ 1,300,000

25. Commitment of Other Project Funds:

This Letter of Conditions is issued contingent upon a firm commitment being in effect prior to advertising for construction bids for the 2006 IDEF State grant in the amount of $375,000.

26. Use of Remaining Project Funds:

After providing for all authorized costs, any remaining project funds will be considered to be RUS/2006 IDEF State grant funds and refunded in proportion to participation in the project. If the amount of unused project funds exceeds the grants, that part would be RUS loan funds.

27. Proposed Operating Budget:

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

28. Rates and Charges:

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

Water rates will be at least:

5/8" Meter:

First	2,000	gallons @ $	13.90 - Minimum Bill.
Next	3,000	gallons @ $	5.80 - per 1,000 gallons.
Next	10,000	gallons @ $	5.30 - per 1,000 gallons.
Next	10,000	gallons @ $	4.90 - per 1,000 gallons.
Next	10,000	gallons @ $	4.70 - per 1,000 gallons.
Next	15,000	gallons @ $	4.50 - per 1,000 gallons.
All Over	50,000	gallons @ $	4.30 - per 1,000 gallons.

3/4" Meter:

First	4,000	gallons @ $	25.50 - Minimum Bill.
Next	1,000	gallons @ $	5.80 - per 1,000 gallons.
Next	10,000	gallons @ $	5.30 - per 1,000 gallons.
Next	10,000	gallons @ $	4.90 - per 1,000 gallons.
Next	10,000	gallons @ $	4.70 - per 1,000 gallons.
Next	15,000	gallons @ $	4.50 - per 1,000 gallons.
All Over	50,000	gallons @ $	4.30 - per 1,000 gallons.

1" Meter:

First	5,000	gallons @ $	31.30 - Minimum Bill.
Next	10,000	gallons @ $	5.30 - per 1,000 gallons.
Next	10,000	gallons @ $	4.90 - per 1,000 gallons.
Next	10,000	gallons @ $	4.70 - per 1,000 gallons.
Next	15,000	gallons @ $	4.50 - per 1,000 gallons.
All Over	50,000	gallons @ $	4.30 - per 1,000 gallons.

1 1/2" Meter:

First	15,000	gallons @ $	84.30 - Minimum Bill.
Next	10,000	gallons @ $	4.90 - per 1,000 gallons.
Next	10,000	gallons @ $	4.70 - per 1,000 gallons.
Next	15,000	gallons @ $	4.50 - per 1,000 gallons.
All Over	50,000	gallons @ $	4.30 - per 1,000 gallons.

2" Meter:

First	25,000	gallons @ $	133.30 - Minimum Bill.
Next	10,000	gallons @ $	4.70 - per 1,000 gallons.
Next	15,000	gallons @ $	4.50 - per 1,000 gallons.
All Over	50,000	gallons @ $	4.30 - per 1,000 gallons.

Meter Installation:

5/8" x 3/4"	$ 550.00
All other meter sizes	Cost of installation, plus 15% overhead charge

Special Charges:

Reconnection Charge	$ 32.00
Collection of Delinquent Account	$ 20.00
Deposit on Rental Property	$ 100.00
Credit Card Use Fee	4% applied to total of amount charged

29. Water Purchase Contract:

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

30. Compliance with the Bioterrorism Act:

Prior to pre-closing the loan, the Corporation will provide a certification they have completed a Vulnerability Assessment (VA) and prepared an emergency response plan (ERP) as required by the Safe Drinking Water Act (SDWA).

31. Floodplain Construction:

The Corporation will be required to pass and adopt a Resolution or amend its By-Laws whereby the Corporation will deny any water service to any future customer wishing to build on or develop property located within a designated floodplain. If a customer or developer requests service for construction in a designated floodplain, the customer or developer must provide evidence and a justification for approval by the Corporation and Rural Development officials that there are no other alternatives to construction or development within the designated floodplain. The community must be a participant in the National Flood Insurance Program (NFIP) and the customer or developer must obtain the required permits prior to the tap on restrictions being waived.

32. Mitigation Measures:

A. The project shall be in compliance with all requirements noted in the Governor's Office for Local Development letter dated April 26, 2006, from Mr. Ronald W. Cook.

B. The design and construction shall be in compliance with the requirements of the U.S. Fish and Wildlife Service as requested by letter dated August 8, 2006, and signed by Virgil Lee Andrews, Jr., Field Supervisor.

C. The line design and construction shall be accomplished in a way that will leave flood plains and farmland without effect after construction is complete. The Army Corps of Engineers Nationwide Permit No. 12 applies to all floodplain and wetland utility line construction.

D. The design and construction shall be in compliance with all local, state and federal environmental statutes, regulations and executive orders applicable to the project.

33. Final Approval Conditions:

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

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

Sincerely,

Kenneth Slone
KENNETH SLONE
State Director

Enclosures

cc: Area Director - Morehead, Kentucky
Rural Development Manager - Flemingsburg, Kentucky
Gateway ADD - Owingsville, Kentucky
Truman Dehner - Morehead, Kentucky
O'Brien & Gere - Lexington, Kentucky
PSC - ATTN: Bob Amato - Frankfort, Kentucky

Loan 91-A'1

USDA
Form RD 440-22
(Rev. 6-06)

PROMISSORY NOTE
(ASSOCIATION OR ORGANIZATION)

State			
Kentucky			
County			
Rowan			
Case No.			
21-003-610701413			
FINANCE OFFICE USE ONLY			
F	LN	LC	IA

KIND OF LOAN:
- [x] ASSOCIATION- ORGANIZATION
- [ ] HOUSING-ORGANIZATION
- [ ] PUBLIC BODY
- [ ] OTHER

Date 07-11-2012

FOR VALUE RECEIVED, Rowan Water Inc.
(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Rural Housing Service, Rural Business-Cooperative Service, or Rural Utilities Service within the Rural Development Mission Area, the Farm Service Agency, or their successor Agencies, United States Department of Agriculture, (herein called the "Government") at its office in Morehead, Kentucky, or at such other place as the Government may hereafter designate in writing, the principal amount of Nine-Hundred Thirty-One Thousand dollars ($ 931,000.00), plus interest on the unpaid principal balance at the rate of Two and Seven-Five percent (2.750 %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

$ Interest Only on 07-11-2013,
$ Interest Only on 07-11-2014,
$ 39,801.00 on 07-11-2015,
$ ____ on ____, and
$ 39,801.00 thereafter on the 11th of each JULY

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable Forty (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. No assignment of this note shall be effective unless the Borrower is notified in writing of the name and address of the assignee. The Borrower shall thereupon duly note in its records the occurrence of such assignment, together with the name and address of the assignee.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment of Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Position 2

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act if the box opposite "Association" is checked under the heading "KIND OF LOAN," or pursuant to Title V of the Housing Act of 1949 if the box opposite "HOUSING-ORGANIZATION" is checked. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Rowan Water, Inc.
(Name of Borrower)

(CORPORATE SEAL)

Larry M Johnson
(Signature of Executive Official)

ATTEST:

President
(Title of Executive Official)

Ernel Blair
(Signature of Attesting Official)

110 Hargis Avenue
(Post Office Box No. or Street Address)

Secretary
(Title of Attesting Official)

Morehead, Kentucky 40351
(City, State, and Zip Code)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(6)$	
(2)$		(7)$	
(3)$		(8)$	
(4)$		(9)$	
(5)$		(10)$	
	TOTAL	$0.00	

PAY TO THE ORDER OF

UNITED STATES OF AMERICA
USDA - RD
(Name of Agency)

BY [signature]
Loan Specialist.
MOREHEAD KY AREA OFFICE

49

3/22

USDA Rural Development

United States Department of Agriculture
Rural Development
Kentucky State Office

August 29, 2011

Loan 91-27

Larry M. Johnson, President
Rowan Water, Inc.
110 S. Hargis Ave
Morehead, Kentucky 40351

Dear Mr. Johnson:

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

This letter is not to be considered as loan and grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed $931,000; a RUS grant not to exceed $399,000. No applicant cash contribution will be required.

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

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

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

If the conditions set forth in this letter are not met within 210 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application.

In signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are agreeing to complete the following as expeditiously as possible:

1. Number of Users and Their Contribution:

There shall be 6,774 water users, of which all are existing users. The Area Director will review and authenticate the number of users prior to advertising for construction bids.

2. Grant Agreement:

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

3. Drug-Free Work Place:

Prior to grant closing, the Corporation will be required to execute Form AD-1049, "Certification Regarding Drug-Free Workplace Requirements (Grants) Alternative 1 - For Grantees Other Than Individuals."

4. Repayment Period:

The loan will be scheduled for repayment over a period not to exceed 40 years from the date of the Promissory Note. Principal payment will not be deferred for a period in excess of two years from the date of the Promissory Note. The Corporation may be required to adopt a supplemental payment agreement providing for monthly payments of principal and interest so long as the Promissory Note is held or insured by RUS. Monthly payments will be approximate amortized installments.

5. Recommended Repayment Method:

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

6. Reserve Accounts:

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

The Corporation will be required to deposit \$370 per month into a "Funded Debt Reserve Account" until the account reaches \$44,400. The deposits are to be resumed any time the account falls below the \$44,400.

The required monthly deposits to the Reserve Account and required Reserve Account levels are in addition to the requirements of the Corporation's prior loan resolutions.

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

The Corporation also needs to fund an account for short-lived assets by depositing a sum of \$1,500 monthly to the account. The funds in the short-lived asset account may be used by the Corporation as needed to replace or add short-lived assets in the Corporation's water system.

7. Security Requirements:

The loan will be secured by a real estate mortgage, a financing statement, and a pledge of gross water revenue, in the Loan Resolution and Financing Statement.

8. Land Rights and Real Property:

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

9. Organization:

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

10. Business Operations:

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

11. Accounts, Records and Audits:

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

The enclosed audit booklet will be used as a guide for preparation of audits. The Corporation shall be required to submit a copy of its audit agreement for review and concurrence by Rural Development prior to pre-closing the loan.

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

The Corporation will accomplish audits in accordance with OMB Circular A-133, during the years in which federal funds are received. The Corporation will provide copies of the audits to the Area Office and the appropriate Federal cognizant agency as designated by OMB Circular A-133.

13. Insurance and Bonding:

The following insurance and bonding will be required:

A. Adequate Liability and Property Damage Insurance including vehicular coverage, if applicable, must be obtained and maintained by the Corporation. The Corporation should obtain amounts of coverage as recommended by its attorney, consulting engineer and/or insurance provider.

B. Worker's Compensation - The Corporation will carry worker's compensation insurance for employees in accordance with applicable state laws.

C. Fidelity Bond - The Corporation will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is $310,000.

D. Real Property Insurance - The Corporation will obtain and maintain adequate fire and extended coverage on all structures including major items of equipment or machinery located in the structures. The amounts of coverage should be based on recommendations obtained by the Corporation from its attorney, consulting engineer and/or insurance provider. Subsurface lift stations do not have to be covered except for the value of electrical and pumping equipment therein.

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

14. Planning and Performing Development:

A. The engineer should not be authorized to commence work on final plans and specifications until a determination has been made that the project can be planned and constructed within the estimated cost shown in paragraph "24" of this letter. The engineer may then proceed to develop final plans and specifications to be completed no later than 180 days from this date, and prepare bid documents. The Area Director is prepared to furnish the necessary guide to follow so as to keep the project plans and documents within our guidelines and requirements. The project should not be advertised for construction bids until all easements and enforceable options have been obtained, and total funds are committed or available for the project.

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

1. Final plans, specifications and bid documents.

2. Applicant's letter on efforts to encourage small business and minority - owned business participation.
3. Legal Service Agreements.
4. Engineering Agreements.

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

15. Civil Rights & Equal Opportunity:

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

A. Section 504 of the Rehabilitation Act of 1973:

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

B. Civil Rights Act of 1964:

All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Subpart E of Part 1901 of this Title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this Title.

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

This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, state and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by state and local public entities that provide services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities that accommodate the public.

D. Age Discrimination Act of 1975:

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

Rural Development financial programs must be extended without regard to race, color, religion, sex, national origin, marital status, age, or physical or mental handicap.

16. Closing Instructions:

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

17. Compliance with Special Laws and Regulations:

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

18. System Operator:

The Corporation is reminded that the system operator must have an Operator's Certificate issued by the State.

19. Prior to Pre-Closing the Loan, the Corporation Will Be Required to Adopt:

A. Form RD 1942-8, "Resolution of Members or Stockholders."

B. Form RUS Bulletin 1780-28, "Loan Resolution Security Agreement."

C. Form RD 400-1, "Equal Opportunity Agreement."

D. Form RD 400-4, "Assurance Agreement."

E. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction."

F. Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."

G. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans."

H. RUS Bulletin 1780-22, "Eligibility Certification."

20. Refinancing and Graduation Requirements:

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

21. Commercial Interim Financing:

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

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

22. Disbursement of Project Funds:

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

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

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

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

Borrowers receiving federal loan and/or grant funds by EFT will have funds directly deposited to a specified account at a financial institution with funds being available to the recipient on the date of payment. The borrower should complete Form SF-3881, "Electronic Funds Transfer Payment Enrollment Form," for each account where funds will be electronically received. The completed form(s) must be received by Rural Development at least thirty (30) days prior to the first advance of funds.

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

23. Disbursement of Grant Funds:

The RUS funds will be advanced as they are needed in the amount(s) necessary to cover the RUS proportionate share of obligations due and payable by the Corporation. Grant funds, upon receipt, must be deposited in an interest bearing account in accordance with 7 CFR part 3019 (as applicable). Interest earned on grant funds in excess of $250 (as applicable) per year will be submitted to RUS at least quarterly.

24. Cost of Facility:

Breakdown of Costs:

Development		$ 1,030,000
Legal and Administrative		29,390
Engineering		167,610
Contingencies		103,000
	TOTAL	$ 1,330,000

Financing:

RUS Loan		$ 931,000
RUS Grant		399,000
	TOTAL	$ 1,330,000

25. Use of Remaining Project Funds:

After providing for all authorized costs, any remaining project funds will be considered to be RUS grant funds and refunded in proportion to participation in the project. If the amount of unused project funds exceeds the grants, that part would be RUS loan funds.

26. Proposed Operating Budget:

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

27. Rates and Charges:

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

Water rates will be at least:

5/8 Inch:

First	2,000	gallons @ $	16.00. - Minimum Bill.
Next	3,000	gallons @ $	6.10. - per 1,000 gallons.
Next	10,000	gallons @ $	5.60. - per 1,000 gallons.
Next	10,000	gallons @ $	5.20. - per 1,000 gallons.
Next	10,000	gallons @ $	5.10. - per 1,000 gallons.
Next	15,000	gallons @ $	4.80. - per 1,000 gallons.
All Over	50,000	gallons @ $	4.60. - per 1,000 gallons.

3/4 Inch:

First	4,000	gallons @ $	28.20. - Minimum Bill.
Next	1,000	gallons @ $	6.10. - per 1,000 gallons.
Next	10,000	gallons @ $	5.60. - per 1,000 gallons.
Next	10,000	gallons @ $	5.20. - per 1,000 gallons.
Next	10,000	gallons @ $	5.10. - per 1,000 gallons.
Next	15,000	gallons @ $	4.80. - per 1,000 gallons.
All Over	50,000	gallons @ $	4.60. - per 1,000 gallons.

1 Inch:

First	5,000	gallons @ $	34.30. - Minimum Bill.
Next	10,000	gallons @ $	5.60. - per 1,000 gallons.
Next	10,000	gallons @ $	5.20. - per 1,000 gallons.
Next	10,000	gallons @ $	5.10. - per 1,000 gallons.
Next	15,000	gallons @ $	4.80. - per 1,000 gallons.
All Over	50,000	gallons @ $	4.60. - per 1,000 gallons.

1.5 Inch:

First	15,000	gallons @ $	90.30. - Minimum Bill.
Next	10,000	gallons @ $	5.20. - per 1,000 gallons.
Next	10,000	gallons @ $	5.10. - per 1,000 gallons.
Next	15,000	gallons @ $	4.80. - per 1,000 gallons.
All Over	50,000	gallons @ $	4.60. - per 1,000 gallons.

2 Inch:

First	25,000	gallons @ $	142.30. - Minimum Bill.
Next	10,000	gallons @ $	5.10. - per 1,000 gallons.
Next	15,000	gallons @ $	4.80. - per 1,000 gallons.
All Over	50,000	gallons @ $	4.60. - per 1,000 gallons.

Wholesale water sales $2.00 per 1,000 gallons.

28. Water Purchase Contract:

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

29. Compliance with the Bioterrorism Act:

Prior to pre-closing the loan, the Corporation will provide a certification they have completed a Vulnerability Assessment (VA) and prepared an emergency response plan (ERP) as required by the Safe Drinking Water Act (SDWA).

30. Floodplain Construction:

The Corporation will be required to pass and adopt a Resolution or amend its By-Laws whereby the Corporation will deny any water service to any future customer wishing to build on or develop property located within a designated floodplain. If a customer or developer requests service for construction in a designated floodplain, the customer or developer must provide evidence and a justification for approval by the Corporation and Rural Development officials that there are no other alternatives to construction or development within the designated floodplain. The community must be a participant in the National Flood Insurance Program (NFIP) and the customer or developer must obtain the required permits prior to the tap on restrictions being waived.

31. Mitigation Measures:

A. The project shall be in compliance with all requirements noted in the Governor's Office for Local Development letter dated November 8, 2010, from Ms. Lee Nalley.

B. The design and construction shall be in compliance with the requirements of the U.S. Fish and Wildlife Service as requested by letter dated May 5, 2011, and signed by James Gruhala, Fish and Wildlife Biologist. US Fish and Wildlife Services (USFWS) have stated that the federally endangered Indiana Bat is located within the project area. A Mitigation limiting removal of trees greater than 5" in diameter to the period of October 15^{th} to March 15^{th} is required.

C. The line design and construction shall be accomplished in a way that will leave flood plains and farmland without effect after construction is complete. The Army Corps of Engineers Nationwide Permit No. 12 applies to all floodplain and wetland utility line construction.

D. Any excavation by Contractor that uncovers a historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted pending the notification process and further directions issued by Agency after consultation with the State Historic Preservation Officer (SHPO).

E. The design and construction shall be in compliance with all local, state and federal environmental statutes, regulations and executive orders applicable to the project.

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

36. Final Approval Conditions:

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

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

Sincerely,

THOMAS G. FERN
State Director

Enclosures

cc: Area Director - Morehead, Kentucky
Gateway ADD - Owingsville, Kentucky
Truman Dehner - Morehead, Kentucky
Kentucky Engineering Group - Versailles, Kentucky
PSC - ATTN: Dennis Jones - Frankfort, Kentucky

Loan 71-24

USDA
Form RD 440-22
(Rev. 6-06)

PROMISSORY NOTE
(ASSOCIATION OR ORGANIZATION)

State: Kentucky			
County: Rowan			
Case No.: 21-003-610701413			
FINANCE OFFICE USE ONLY			
F	LN	LC	IA

KIND OF LOAN:
- [x] ASSOCIATION- ORGANIZATION
- [ ] HOUSING-ORGANIZATION
- [ ] PUBLIC BODY
- [ ] OTHER

Date 07-11-2012

FOR VALUE RECEIVED, Rowan Water Inc.
(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Rural Housing Service, Rural Business-Cooperative Service, or Rural Utilities Service within the Rural Development Mission Area, the Farm Service Agency, or their successor Agencies, United States Department of Agriculture, (herein called the "Government") at its office in Morehead, Kentucky, or at such other place as the Government may hereafter designate in writing, the principal amount of One-Hundred Thousand dollars ($ 100,000.00), plus interest on the unpaid principal balance at the rate of Two and Seven-Five percent (2.750 %) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

$ Interest Only on 07-11-2013 ,
$ Interest Only on 07-11-2014 ,
$ 4,275.00 on 07-11-2015 ,
$ ____ on ____ , and
$ 4,275.00 thereafter on the 11th of each July

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable Forty (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. No assignment of this note shall be effective unless the Borrower is notified in writing of the name and address of the assignee. The Borrower shall thereupon duly note in its records the occurrence of such assignment, together with the name and address of the assignee.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment of Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Position 2

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act if the box opposite "Association" is checked under the heading "KIND OF LOAN," or pursuant to Title V of the Housing Act of 1949 if the box opposite "HOUSING-ORGANIZATION" is checked. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Rowan Water, Inc.
(Name of Borrower)

(CORPORATE SEAL)

Larry M Johnson
(Signature of Executive Official)

ATTEST:

President
(Title of Executive Official)

Earl Blair
(Signature of Attesting Official)

110 Hargis Avenue
(Post Office Box No. or Street Address)

Secretary
(Title of Attesting Official)

Morehead, Kentucky 40351
(City, State, and Zip Code)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(6)$	
(2)$		(7)$	
(3)$		(8)$	
(4)$		(9)$	
(5)$		(10)$	
	TOTAL	$0.00	

PAY TO THE ORDER OF ______________________

UNITED STATES OF AMERICA

USDA - RD
(Name of Agency)

BY [signature]

Loan Specialist

Morehead Ky Area office

3/22

47

USDA Rural Development

United States Department of Agriculture
Rural Development
Kentucky State Office

April 25, 2012

Loan 91-29

Larry M. Johnson, President
Rowan Water, Inc.
110 S. Hargis Ave
Morehead, Kentucky 40351

Re: Letter of Conditions Dated August 29, 2011

Dear Mr. Johnson:

This letter shall serve as Amendment No. 1 to the Letter of Conditions dated August 29, 2011. The purpose of this amendment is to provide for a subsequent RUS Loan of $100,000.

The Second Paragraph on Page 1 is revised to read as follows:

" This letter is not to be considered as loan and/or grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed $1,031,000, a RUS grant not to exceed $399,000. No applicant cash contribution is required. "

Paragraph numbered "6" is revised to read as follows:

" 6. Reserve Accounts:

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

The Corporation will be required to deposit $410 per month into a "Funded Debt Reserve Account" until the account reaches $49,200. The deposits are to be resumed any time the account falls below the 49,200.

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

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

The Corporation also needs to fund an account for short-lived assets by depositing a sum of $1,500 monthly into the account. The funds in the short-lived asset account may be used by the Corporation as needed to replace or add short-lived assets in the Corporation's water system. "

Paragraph numbered "13" is revised to read as follows:

" 13. Insurance and Bonding:

The following insurance and bonding will be required:

C. Fidelity Bond – The Corporation will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is $315,000. "

" 24. Cost of Facility:

Breakdown of Costs:

Development		$ 1,140,816
Land and Rights		10,000
Legal and Administrative		5,500
Engineering		161,320
Contingencies		112,364
	TOTAL	$ 1,430,000

Financing:

RUS Loan		$ 1,031,000
RUS Grant		399,000
	TOTAL	$ 1,430,000 "

All other provisions of the referenced Letter of Conditions remain in full force and unchanged.

Sincerely,

for Vernon C. Brown
THOMAS G. FERN
State Director

cc: Area Director - Morehead, Kentucky
Gateway ADD - Owingsville, Kentucky
Truman Dehner - Morehead, Kentucky
Kentucky Engineering Group - Versailles, Kentucky
PSC - ATTN: Dennis Jones - Frankfort, Kentucky

141 41-50 2/19

USDA
Form RD 440-22
(Rev. 6-06)

PROMISSORY NOTE
(ASSOCIATION OR ORGANIZATION)

State			
Kentucky			
County			
Rowan			
Case No			
21-003-*****1413			
FINANCE OFFICE USE ONLY			
F	LN	LC	IA

KIND OF LOAN:
- ☐ ASSOCIATION- ORGANIZATION
- ☐ HOUSING-ORGANIZATION
- ☐ PUBLIC BODY
- ☐ OTHER

Date 09-07-2017

FOR VALUE RECEIVED, Rowan Water, Inc.
(herein called "Borrower") promises to pay to the order of the United States of America, acting through the Rural Housing Service, Rural Business-Cooperative Service, or Rural Utilities Service within the Rural Development Mission Area, the Farm Service Agency, or their successor Agencies, United States Department of Agriculture, (herein called the "Government") at its office in Morehead, KY 40351, or at such other place as the Government may hereafter designate in writing, the principal amount of One Million One Hundred Six Thousand & 00/100 dollars ($ 1,106,000), plus interest on the unpaid principal balance at the rate of two and three qua percent (~~2.75~~ 2.625%) per annum. The said principal and interest shall be paid in the following installments on or before the following dates:

DJH
+LJ
DJH
+LJ

$44,993.- $ ~~45,943.24~~ on 09-07-2018,
$44,993.- $ ~~45,943.24~~ on 09-07-2019,
$44,993.- $ ~~45,943.24~~ on 09-07-2020,
$44,993.- $ ~~45,943.24~~ on 09-07-2021, and
$44,993.- $ ~~45,943.24~~ thereafter on the 7th of each September

until the principal and interest are fully paid except that the final installment of the entire indebtedness evidenced hereby, if not sooner paid, shall be due and payable 40 (40) years from the date of this note, and except that prepayments may be made as provided below. The consideration herefor shall support any agreement modifying the foregoing schedule of payments.

If the total amount of the loan is not advanced at the time of loan closing, the loan shall be advanced to Borrower as requested by Borrower and approved by the Government and interest shall accrue on the amount of each advance from its actual date as shown on the reverse hereof.

Every payment made on any indebtedness evidenced by this note shall be applied first to interest computed to the effective date of the payment and then to principal.

Prepayments of scheduled installments, or any portion thereof, may be made at any time at the option of Borrower. Refunds and extra payments, as defined in the regulations of the Government according to the source of funds involved, shall, after payment of interest, be applied to the installments last to become due under this note and shall not affect the obligation of Borrower to pay the remaining installments as scheduled herein.

If the Government at any time assigns this note and insures the payment thereof, Borrower shall continue to make payments to the Government as collection agent for the holder. No assignment of this note shall be effective unless the Borrower is notified in writing of the name and address of the assignee. The Borrower shall thereupon duly note in its records the occurrence of such assignment, together with the name and address of the assignee.

While this note is held by an insured lender, prepayments as above authorized made by Borrower may, at the option of the Government, be remitted by the Government to the holder promptly or, except for final payment, be retained by the Government and remitted to the holder on either a calendar quarter basis or an annual installment due date basis. The effective date of every payment made by Borrower, except payments retained and remitted by the Government on an annual installment due date basis, shall be the date of the United States Treasury check by which the Government remits the payment to the holder. The effective date of any prepayment retained and remitted by the Government to the holder on an annual installment due date basis shall be the date of the prepayment of Borrower, and the Government will pay the interest to which the holder is entitled accruing between the effective date of any such prepayment and the date of the Treasury check to the holder.

Position 2

Any amount advanced or expended by the Government for the collection hereof or to preserve or protect any security hereto, or otherwise under the terms of any security or other instrument executed in connection with the loan evidenced hereby, at the option of the Government shall become a part of and bear interest at the same rate as the principal of the debt evidenced hereby and be immediately due and payable by Borrower to the Government without demand. Borrower agrees to use the loan evidenced hereby solely for purposes authorized by the Government.

Borrower hereby certifies that it is unable to obtain sufficient credit elsewhere to finance its actual needs at reasonable rates and terms, taking into consideration prevailing private and cooperative rates and terms in or near its community for loans for similar purposes and periods of time.

If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a responsible cooperative or private credit source at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, at the Government's request, apply for and accept such loan in sufficient amount to repay the Government.

Default hereunder shall constitute default under any other instrument evidencing a debt or other obligation of Borrower to the Government or securing such a debt or other obligation and default under any such other instrument shall constitute default hereunder. Upon any such default, the Government at its option may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government pursuant to the Consolidated Farm and Rural Development Act if the box opposite "Association" is checked under the heading "KIND OF LOAN," or pursuant to Title V of the Housing Act of 1949 if the box opposite "HOUSING-ORGANIZATION" is checked. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

Presentment, protest, and notice are hereby waived.

Rowan Water, Inc.
(Name of Borrower)

(CORPORATE SEAL)

Larry Johnson
(Signature of Executive Official)

ATTEST:

Larry Johnson, Chairman
(Title of Executive Official)

Enid Blair
(Signature of Attesting Official)

1765 Christy Creek
(Post Office Box No. or Street Address)

Sec. of Rowan Water
(Title of Attesting Official)

Morehead, KY 40351-
(City, State, and Zip Code)

RECORD OF ADVANCES

AMOUNT	DATE	AMOUNT	DATE
(1) $		(6) $	
(2) $		(7) $	
(3) $		(8) $	
(4) $		(9) $	
(5) $		(10) $	
	TOTAL	$0.00	

PAY TO THE ORDER OF ______

UNITED STATES OF AMERICA
USDA Rural Development
(Name of Agency)

BY ______

USDA 5v

United States Department of Agriculture

3/30

April 19, 2017

Loan 91-30

Larry Johnson, President
Rowan Water, Inc.
1765 Christy Creek Road
Morehead, Kentucky 40351

SUBJECT: Recipient Name: Rowan Water, Inc.
Project Name: 3-C Trail Water Storage Tank Replacement

Dear Mr. Johnson:

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

This letter is not to be considered as loan or grant approval or as a representation as to the availability of funds. The docket may be completed on the basis of a RUS loan not to exceed $1,106,000; and a RUS grant not to exceed $474,000. No applicant cash contribution will be required.

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

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

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

If the conditions set forth in this letter are not met within 240 days from the date hereof, Rural Development reserves the right to discontinue the processing of the application.
In signing Form RD 1942-46, "Letter of Intent to Meet Conditions," you are agreeing to complete the following as expeditiously as possible:

1. Number of Users and Their Contribution:

There shall be 6,585 (includes 2 wholesale users) water users, of which all are existing users. The Area Director will review and authenticate the number of users prior to advertising for construction bids.

2. Grant Agreement:

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

3. Drug-Free Work Place:

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

4. Repayment Period:

The loan will be scheduled for repayment over a period not to exceed 40 years from the date of the Promissory Note. Principal payment will not be deferred. The Corporation may be required to adopt a supplemental payment agreement providing for monthly payments of principal and interest so long as the Promissory Note is held or insured by RUS. Monthly payments will be approximate amortized installments.

5. Recommended Repayment Method:

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

6. Reserve Accounts:

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

The Corporation will be required to deposit $385 per month into a "Funded Debt Reserve Account" until the account reaches $46,200. The deposits are to be resumed any time the account falls below the $46,200.

The required monthly deposits to the Reserve Account and required Reserve Account levels are in addition to the requirements of the Corporation's prior loan resolutions.

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

The Corporation also needs to fund an account for short-lived assets by depositing a sum of $3,300 monthly to the account. The funds in the short-lived asset account may be used by the Corporation as needed to replace or add short-lived assets in the Corporation's water system.

7. Security Requirements:

The loan will be secured by a real estate mortgage, a financing statement, and a pledge of gross water revenue, in the Loan Resolution and Financing Statement.

8. Land Rights and Real Property:

The Corporation will be required to furnish satisfactory title, easements, etc., necessary to install, maintain and operate the facility to serve the intended users.

The pipelines will be on private rights-of-way where feasible. Easements and options are to be secured prior to advertising for construction bids.

9. Organization:

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

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

10. Business Operations:

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

11. Conflict of Interest Policy:

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

You must also submit a disclosure of planned or potential transactions related to the use of Federal funds that may constitute or present the appearance of personal or organizational conflict of interest. Disclosure must be in the form of a written letter signed and dated by the applicant's official.
A negative disclosure in the same format is required if no conflicts are anticipated. Sample conflict of interest policies may be found at the National Council of Nonprofits website, https://www.councilofnonprofits.org/tools-resources/conflict-of-interest, or in Internal Revenue Service Form 1023, Appendix A, "Sample Conflict of Interest Policy," at http:www.irs.gov/pub/irs-pdf/i1023.pdf. Though these examples reference non-profit corporations, the requirement applies to all types of Agency borrowers.

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

12. Accounts, Records and Audits:

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

The Corporation shall be required to submit a copy of its audit agreement for review and concurrence by Rural Development prior to pre-closing the loan.

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

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

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

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

14. Insurance and Bonding:

The following insurance and bonding will be required:

A. Adequate Liability and Property Damage Insurance including vehicular coverage, if applicable, must be obtained and maintained by the Corporation. The Corporation should obtain amounts of coverage as recommended by its attorney, consulting engineer and/or insurance provider.

B. Worker's Compensation - The Corporation will carry worker's compensation insurance for employees in accordance with applicable state laws.

C. Fidelity Bond - The Corporation will provide Fidelity Bond Coverage for all persons who have access to funds. Coverage may be provided either for all individual positions or persons, or through "blanket" coverage providing protection for all appropriate employees and/or officials. The amount of coverage required for all RUS loans is $348,000.

D. Real Property Insurance - The Corporation will obtain and maintain adequate fire and extended coverage on all structures including major items of equipment or machinery located in the structures. The amounts of coverage should be based on recommendations obtained by the Corporation from its attorney, consulting engineer and/or insurance provider. Subsurface lift stations do not have to be covered except for the value of electrical and pumping equipment therein.

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

15. Planning and Performing Development:

A. The engineer should not be authorized to commence work on final plans and specifications until a determination has been made that the project can be planned and constructed within the estimated cost shown in paragraph "28" of this letter. The engineer may then proceed to develop final plans and specifications to be completed no later than 210 days from this date, and prepare bid documents. The Area Director is prepared to furnish the necessary guide to follow so as to keep the project plans and documents within our guidelines and requirements. The project must be constructed by the design/bid/build method of construction. The project should not be advertised for construction bids until all easements and enforceable options have been obtained, and total funds are committed or available for the project.

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

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

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

16. Bid Tabulation:

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

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

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

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

17. Contract Documents, Final Plans and Specifications:

A. The contract documents must consist of the EJCDC construction contract documents as indicated in RUS Bulletin 1780-26 or other Agency-approved forms of agreement.

B. The contract documents, final plans and specifications must comply with RUS Instruction 1780, Subpart C – Planning, Designing, Bidding, Contracting, Constructing and Inspections, and must be submitted to the Agency for concurrence prior to advertising for bids along with an updated cost estimate. The Agency may require another updated cost estimate if a significant amount of time elapses between the original submission and advertising for bids.

C. The use of any procurement method other than competitive sealed bids must be requested in writing and approved by the Agency.

18. Contract Review:

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

19. Civil Rights & Equal Opportunity:

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

A. Section 504 of the Rehabilitation Act of 1973:

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

B. Civil Rights Act of 1964:

All borrowers are subject to, and facilities must be operated in accordance with, Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and Subpart E of Part 1901 of this Title, particularly as it relates to conducting and reporting of compliance reviews. Instruments of conveyance for loans and/or grants subject to the Act must contain the covenant required by paragraph 1901.202(e) of this Title.

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

This Act (42 U.S.C. 12101 et seq.) prohibits discrimination on the basis of disability in employment, state and local government services, public transportation, public accommodations, facilities, and telecommunications. Title II of the Act applies to facilities operated by state and local public entities that provide services, programs, and activities. Title III of the Act applies to facilities owned, leased, or operated by private entities that accommodate the public.

D. Age Discrimination Act of 1975:

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

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

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

LEP persons are individuals who do not speak English as their primary language and who have a limited ability to read, speak, write, or understand English. These individuals may be entitled to language assistance, free of charge.

You must take reasonable steps to ensure that LEP persons receive the language assistance necessary to have meaningful access to USDA programs, services, and information your organization provides. These protections are pursuant to Executive Order 13166 entitled, "Improving Access to Services by Persons with Limited English Proficiency" and further affirmed in the USDA Departmental Regulation 4330-005, "Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency in Programs and Activities Conducted by USDA."

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

20. Closing Instructions:

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

21. Compliance with Special Laws and Regulations:

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

22. Treatment Plant and System Operator:

The Corporation is reminded that water system operator must have an Operator's Certificate issued by the State.

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

A. Form RD 1942-8, "Resolution of Members or Stockholders."

B. Form RUS Bulletin 1780-28, "Loan Resolution Security Agreement."

C. Form RD 400-1, "Equal Opportunity Agreement."

D. Form RD 400-4, "Assurance Agreement."

E. Form AD-1047, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transaction."

F. Form RD 1910-11, "Applicant Certification Federal Collection Policies for Consumer or Commercial Debts."

G. RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants and Loans."

H. RUS Bulletin 1780-22, "Eligibility Certification."

24. Refinancing and Graduation Requirements:

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

25. Commercial Interim Financing:

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

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

26. Disbursement of Project Funds:

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

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

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

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

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

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

During construction, the Corporation shall disburse project funds in a manner consistent with subsection 1780.76 (e) of RUS Instruction 1780. Form RD 1924-18, "Partial Payment Estimate," or similar form approved by Rural Development, shall be used for the purpose of documenting periodic construction estimates, and shall be submitted to Rural Development for review and acceptance.

Prior to disbursement of funds by the Corporation, the Board of Directors shall review and approve each payment estimate. All bills and vouchers must be approved by Rural Development prior to payment by the Corporation.

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

27. Disbursement of Grant Funds:

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

Grant funds are to be deposited in an interest bearing account in accordance with 2 CFR part 200 and interest in excess of $500 per year remitted to the Agency.
The funds should be disbursed by the recipient immediately upon receipt and there should be little interest accrual on the Federal funds. Recipients shall maintain advances of Federal funds in interest-bearing account, unless:

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

28. Project Budget:

Estimated expenditures are as follows:

Project Costs:

Development		$1,226,000
Land and Rights		10,000
Legal and Administrative		15,000
Engineering Fees		171,400
Interest		35,000
Contingencies		122,600
	TOTAL PROJECT COST	$1,580,000

Project Funding:

RUS Loan		$1,106,000
RUS Grant		474,000
	TOTAL FUNDING	$1,580,000

29. Construction Completion Timeframe:

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

30. Use of Remaining Project Funds:

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

31. Proposed Operating Budget:

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

32. Rates and Charges:

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

Water rates will be at least:

5/8 Inch Meter:

First	2,000	gallons @ $18.53 - Minimum Bill.
Next	3,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.95 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.80 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.45 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.15 – per 1,000 gallons.
All Over	50,000	gallons @ $ 5.95 – per 1,000 gallons.

3/4 Inch Meter:

First	4,000	gallons @ $33.43 - Minimum Bill.
Next	1,000	gallons @ $ 7.45 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.95 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.80 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.45 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.15 – per 1,000 gallons.
All Over	50,000	gallons @ $ 5.95 – per 1,000 gallons.

1 Inch Meter:

First	5,000	gallons @ $40.88 - Minimum Bill.
Next	10,000	gallons @ $ 6.95 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.80 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.45 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.15 – per 1,000 gallons.
All Over	50,000	gallons @ $ 5.95 – per 1,000 gallons.

1.5 Inch Meter:

First	15,000	gallons @ $110.38 - Minimum Bill.
Next	10,000	gallons @ $ 6.80 – per 1,000 gallons.
Next	10,000	gallons @ $ 6.45 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.15 – per 1,000 gallons.
All Over	50,000	gallons @ $ 5.95 – per 1,000 gallons.

2 Inch Meter:

First	25,000	gallons @ $178.38 - Minimum Bill.
Next	10,000	gallons @ $ 6.45 – per 1,000 gallons.
Next	15,000	gallons @ $ 6.15 – per 1,000 gallons.
All Over	50,000	gallons @ $5.95 – per 1,000 gallons.

Wholesale Rate: $1.93 per 1,000 gallons

33. Water Purchase Contract:

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

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

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

35. Floodplain Construction:

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

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

36. Mitigation Measures:

A. The project shall be in compliance with all requirements noted in the Governor's Office for Local Development letter dated May 16, 2016, from Ms. Lee Nalley.

B. The design and construction shall be in compliance with the requirements of the U.S. Fish and Wildlife Service as requested by letter dated January 20, 2017, and signed by Virgil Lee Andrews, Jr., Field Supervisor.

C. The line design and construction shall be accomplished in a way that will leave flood plains and farmland without effect after construction is complete. The Army Corps of Engineers Nationwide Permit No. 12 applies to all floodplain and wetland utility line construction.

D. Any excavation by Contractor that uncovers a historical or archaeological artifact shall be immediately reported to Owner and a representative of Agency. Construction shall be temporarily halted until RD can consult with the State Historical Preservation Officer and issue further directions.

E. The design and construction shall be in compliance with all local, state and federal environmental statutes, regulations and executive orders applicable to the project.

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

37. System for Award Management:

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

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

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

38. Prepayment and Extra Payments:

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

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

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

39. Security/Operational Inspections:

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

40. Final Approval Conditions:

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

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

Sincerely,

JEFF JONES
Acting State Director

Enclosures

cc: Area Director – Morehead, Kentucky
Gateway ADD – Morehead, Kentucky
Kentucky Engineering Group – Versailles, Kentucky
Truman Dehner – Morehead, Kentucky
PSC - ATTN: Talina Mathews - Frankfort, Kentucky

TRANSCRIPT OF PROCEEDINGS

ROWAN WATER, INC.
LOAN IN THE AMOUNT OF $2,400,000

FROM THE

KENTUCKY RURAL WATER FINANCE CORPORATION
PUBLIC PROJECTS TAXABLE REFUNDING REVENUE BONDS
(FLEXIBLE TERM PROGRAM)
SERIES 2021B
DATED JULY 21, 2021
IN THE AMOUNT OF $5,830,000

APPROVING LEGAL OPINION
By

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

TRANSCRIPT OF PROCEEDINGS INDEX

Re: Loan in the Amount of $2,400,000, dated July 21, 2021, to the Rowan Water, Inc., from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

ASSISTANCE AGREEMENT AND CLOSING DOCUMENTATION

a. Resolution of the Board of Directors, dated February 10, 2021.

b. Minutes of Meeting of the Board of Directors on February 10, 2021.

c. Assistance Agreement.

d. Certificate of Officers.

e. PSC Certificate of Public Convenience and Necessity.

f. Certificate of Existence.

g. Certificate as to Debt Service Savings.

h. Certificate of Rural Development as to consent to issuance of the loan ranking on a parity with other bonds of the Association.

i. Letter of the State Local Debt Officer.

j. Legal Opinion of Rubin & Hays.

k. Distribution List.

RESOLUTION

RESOLUTION OF ROWAN WATER, INC. APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT WITH THE KENTUCKY RURAL WATER FINANCE CORPORATION TO REFINANCE AND REFUND CERTAIN OBLIGATIONS OF THE ASSOCIATION.

WHEREAS, the Board of Directors ("Governing Authority") of Rowan Water, Inc. (the "Rowan Water") has previously determined that it is in the public interest to refinance and refund the outstanding promissory notes owed by Rowan Water to the U.S. Department of Agriculture, acting through Rural Development with the following dates of issuance and original principal amounts: (i) Promissory Note, dated July 19, 1991, in the original principal amount of $1,298,000, bearing interest at the rate of 5.00% per annum (the "1991 Note"); (ii) Promissory Note, dated September 15, 1992, in the original principal amount of $386,000, bearing interest at the rate of 5.00% per annum (the "1992 Note"); (iii) Promissory Note, dated May 13, 1998, in the original principal amount of $1,230,000, bearing interest at the rate of 4.50% per annum (the "1998 Note"); (iv) Promissory Note, dated May 9, 2001, in the original principal amount of $359,000, bearing interest at the rate of 4.50% per annum (the "2001 Note"); (v) Promissory Note, dated January 27, 2004, in the original principal amount of $475,000, bearing interest at the rate of 4.50% per annum (the "2004A Note"); and (vi) Promissory Note, dated January 27, 2004, in the original principal amount of $210,200, bearing interest at the rate of 4.50% per annum (the "2004B Note") (hereinafter, the 1991 Note, the 1992 Note, the 1998 Note, the 2001 Note, the 2004A Note and the 2004B Note shall be collectively referred to as the "Prior Loans"), which Prior Loans were issued by Rowan Water to make improvements and extensions to Rowan Water's water system (the "System"); and

WHEREAS, the refunding of the Prior Loans is for Rowan Water to obtain substantial interest cost savings for the System; and

WHEREAS, Rowan Water desires the Kentucky Rural Water Finance Corporation (the "Corporation") to act as its agency and instrumentality for the purpose of providing monies to refinance and refund the outstanding Prior Loans and has made an application to the Corporation therefore; and

WHEREAS, in order to obtain such monies, Rowan Water is required to enter into an Assistance Agreement with the Corporation;

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority of Rowan Water, Inc. as follows:

1. Authorization of Assistance Agreement and the Obligations Thereunder. For the purpose of paying the costs, not otherwise provided, of the refinancing and refunding of the Prior Loans, Rowan Water hereby authorizes and approves the issuance of its obligations pursuant to the Assistance Agreement in the aggregate principal amount of $2,450,000 (subject to adjustment plus or minus ten percent (10%)) (which aggregate principal amount may be adjusted downward in the event that the President or Vice President determines it is in Rowan Water's best interest to not refund one or more of the Prior Loans) [the "Loan"], which amount as adjusted shall be the maximum amount of such Loan to be outstanding at any one time under the Assistance Agreement, issued as fully-registered obligations, in said maturities and terms as more fully provided for in the Assistance Agreement. The Loan shall bear interest at such rates and shall be payable in such amounts and at such times as specified in the Assistance Agreement, all as agreed upon by Rowan Water and the Corporation.

2. Approval and Authorization of Execution of Assistance Agreement. The Assistance Agreement by and between Rowan Water and the Corporation in the respective form attached to this Resolution, is hereby approved, subject to such minor changes, changes of dates, insertions or omissions as may be approved by the President or Vice President, such approval to be conclusively evidenced by the execution of said Assistance Agreement, in order to effectuate the purposes of this Resolution; and the President, Vice President, or any other officer of Rowan Water, is hereby authorized to execute and acknowledge same for and on behalf of Rowan Water; and the Secretary is authorized to attest same and to affix thereto the corporate seal of Rowan Water. The Assistance Agreement is hereby ordered to be filed in the office of the Secretary with this Resolution in the official records of Rowan Water.

3. Disbursement of Proceeds of Loan. Rowan Water's officers, employees and agents are authorized to carry out the procedures specified in the Assistance Agreement for the refinancing and refunding of the Prior Loans and for the payment from time to time of the costs and related expenses associated therewith.

4. Revenues of the System. The revenues of the System are determined to be sufficient to pay the principal of and interest on the Loan, as the same become due and payable; and said revenues, pursuant to the terms of the Assistance Agreement, are hereby pledged to secure all such payments, and in addition, for such other purposes as are more fully specified in the Assistance Agreement.

5. President, Vice President and Other Rowan Water Officials to Take Any Other Necessary Action. Pursuant to the Constitution and Laws of the Commonwealth of Kentucky, the President, Vice President, the Treasurer, the Secretary, the General Manager and all other appropriate officials of Rowan Water are hereby authorized and directed to file any and all applications necessary to obtain approval of the issuance of the Loan from the Kentucky Public Service Commission and to take any and all further action and to execute and deliver all other documents as may be reasonably necessary to effect the issuance and delivery of the Loan and the Assistance Agreement.

6. Severability Clause. If any section, paragraph, clause or provision of this Resolution shall be ruled by any court of competent jurisdiction to be invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions hereof.

7. Captions of Clauses. The captions of this Resolution are for convenience only and are not to be construed as part of this Resolution nor as defining or limiting in any way the scope or intent of the provisions hereof.

8. Provisions in Conflict Repealed. All resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution, are, to the extent of such conflict, hereby repealed.

9. Effective Date of Resolution. This Resolution shall take effect from and after its adoption and approval.

Adopted on February 10, 2021.

ROWAN WATER, INC.

By Larry Johnson
President

Attest:

By Errol Elgin
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of Rowan Water, Inc.; that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Authority of Rowan Water, Inc. at a meeting duly held on February 10, 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 February 10, 2021.

Errol Elgin
Secretary

2021 MINUTES OF BOARD OF DIRECTORS OF ROWAN WATER, INC

FEBRUARY 10, 2021

A regular meeting of the board of directors of Rowan Water, Inc. was held on February 10, 2021 at 9:10 am at the Rowan Water office---proper notice haven previously been given. The meeting was called to order at 9:00 am by Chairman, Larry Johnson.

The following board members were present:

Mike Collins

Danny Stevens

Enoch Blair

Randy Cox

The following association staff members were present:

Jerry Patrick, Manager

APPROVAL OF MINUTES:

On a motion duly made by (Stevens) and second by (Collins) the minutes for the regular meeting on January 13, 2021 was to be approved as presented. The motion passed unanimously.

FINANCIAL STATEMENT:

On a motion duly made by (Cox*) and second by (Stevens) the financial statement for the month of January 2021 was to be approved as presented. The motion passed unanimously.*

MAINTENANCE UPDATE:

1) Rowan Water has had 1 major leak in the past month. 711 in Morgan County

2) Rowan Water has 7 new services waiting to be installed

3) The Board was made aware that there was a new Lead and Copper Rule going into effect. All details are not know at this time

4) The reading of all meters is completed for the month

NEW BUSINESS.

Discussion was held on the re-financing of loans.

A motion was made by (Cox) second by (Stevens) to continue the re-financing of the loans as long as Rowan Water can back out if they so choose. The motion carried

•

ENGINERRING NOTES:

Riley was not present to discuss the following projects with the Board:

A motion was made by (Stevens) second by (Blair) to adjourn the meeting at 10:17 am.

Larry Johnson, Larry Johnson, Chairman

Enoch Blair, Enoch Blair, Sec/Treas

ASSISTANCE AGREEMENT

BETWEEN

KENTUCKY RURAL WATER FINANCE CORPORATION

AND

ROWAN WATER, INC.

DATED

JULY 21, 2021

IN THE AMOUNT OF $2,400,000

This document was prepared by:

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

By Christine Jue Scott

TABLE OF CONTENTS TO ASSISTANCE AGREEMENT

ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of July 21, 2021 (the "Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and Rowan Water, Inc., a non-profit corporation organized and existing as a water association under the laws of the Commonwealth of Kentucky, 1765 Christy Creek, Morehead, Kentucky 40351 (the "Borrower"):

WITNESSETH

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

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2021B (the "Series 2021B Bonds") in the aggregate principal amount of \$5,830,000, pursuant to a Supplemental Trust Indenture No. 82, dated as of July 21, 2021 by and between the Issuer and the Trustee, which Series 2021B Bonds will rank on a parity with the other outstanding bonds issued under the terms of the Indenture and the proceeds of which will be used by certain governmental agencies to acquire, construct and equip public projects described in various assistance agreements by and between the governmental agencies and the Issuer; and

WHEREAS, the Borrower has outstanding its:

1. Loan 91-12 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 19, 1991, in the original principal amount of \$1,298,000;
2. Loan 91-14 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 1992, in the original principal amount of \$386,000;
3. Loan 91-15 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 13, 1998, in the original principal amount of \$1,230,000;

4. Loan 91-21 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 9, 2001, in the original principal amount of $359,000;
5. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $475,000; and
6. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $210,200

(collectively, the "Refunded Loans"), which loans were issued by the Borrower to make improvements and extensions to the Borrower's water supply and distribution system (the "System"); and

WHEREAS, the Borrower has determined that it is necessary and desirable and in the public interest to currently refund the Refunded Loans, in order to effect substantial debt service savings (the "Refunding Program"), and the Issuer has determined that the Refunding Program is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Issuer; and

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

WHEREAS, pursuant to this Assistance Agreement the Borrower will proceed with the Refunding Program; and

WHEREAS, it is deemed necessary and advisable for the best interests of the Borrower that it enter into this Assistance Agreement with the Issuer in order to borrow funds (the "Loan") in the amount of $2,400,000, to provide funds for the Refunding Program, and to reaffirm the conditions and restrictions under which similar loans or obligations may be subsequently issued ranking on a parity therewith; and

WHEREAS, under the provisions of Chapter 273 of the Kentucky Revised Statutes the Borrower is authorized to enter into this Assistance Agreement and to borrow the Loan to provide such funds for the purpose aforesaid; and

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

WHEREAS, the Issuer and the Borrower have determined to enter into this Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the financing of the Refunding Program subject to 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:

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

"Act" refers to Chapters 273 of the Kentucky Revised Statutes.

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

"*Borrower*" refers to Rowan Water, Inc., 1765 Christy Creek, Morehead, Kentucky 40351.

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

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

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

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

"Fiscal Year" refers to the annual accounting period of the Borrower, beginning on January 1, and ending on December 31, of each year.

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

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

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 82, dated July 21, 2021, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing September 1, 2021 and continuing through and including July 1, 2044 or until the Loan has been paid in full.

"*Issuer*" refers to the Kentucky Rural Water Finance Corporation, 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

"*Loan*" refers to the loan authorized by this Assistance Agreement from the Issuer to the Borrower, in the principal amount of $2,400,000, maturing July 1, 2044, to defray the cost of the Refunding Program.

"*Operation and Maintenance Fund*" refers to the Rowan Water, Inc. Operation and Maintenance Fund, described in Section 8 hereof.

"*Outstanding Loans*" refers collectively to all outstanding Prior Loans, the outstanding Loan and any outstanding Parity Loans, and does not refer to any loans that have been defeased.

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

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

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

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

1. United States Treasury;
2. Export-Import Bank of the United States;
3. Farmers Home Administration;
4. Government National Mortgage Corporation; and
5. Merchant Marine bonds;

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

1. Federal Home Loan Mortgage Corporation;
2. Federal Farm Credit Banks;

3. Bank for Cooperatives;
4. Federal Intermediate Credit Banks;
5. Federal Land Banks;
6. Federal Home Loan Banks;
7. Federal National Mortgage Association; and
8. Tennessee Valley Authority;

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

(e) Uncollateralized certificates of deposit issued by any bank or savings and loan institution having a physical presence in Kentucky rated in one (1) of the three (3) highest categories by a competent rating agency;

(f) Bankers' acceptances for banks rated in one (1) of the three (3) highest categories by a competent rating agency;

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

(h) Bonds or certificates of indebtedness of this state and of its agencies and instrumentalities;

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

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

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

(k) Individual equity securities if the funds being invested are managed by a professional investment manager regulated by a federal regulatory agency. The individual equity securities shall be included within the Standard and Poor's 500 Index, and a single sector shall not exceed twenty-five percent (25%) of the equity allocation; and

(l) Individual high-quality corporate bonds that are managed by a professional investment manager that:

1. Are issued, assumed, or guaranteed by a solvent institution created and existing under the laws of the United States;
2. Have a standard maturity of no more than ten (10) years; and
3. Are rated in the three (3) highest rating categories by at least two (2) competent credit rating agencies.

(m) Any other lawful investment authorized by the Kentucky Revised Statutes to be utilized by local governments with a rating equal to or higher than the rating of the Bonds, as rated by each rating agency then rating the Bonds, including an investment agreement with investment agreement provider whose obligations have a current rating at least equal to the rating on the Bonds.

"*President*" refers to the President of the Governing Body of the Borrower.

"*Prior Loans*" refers collectively to the following:

1. Loan 91-25 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated October 24, 2007, in the original principal amount of $600,000;
2. Loan 91-27 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 11, 2012, in the original principal amount of $931,000;
3. Loan 91-29 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 11, 2012, in the original principal amount of $100,000; and
4. Loan 91-30 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 2017, in the original principal amount of $1,106,000.

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

"*Program Administrator*" refers to the Kentucky Rural Water Association, Inc., 1151 Old Porter Pike, Bowling Green, Kentucky 42103.

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

"*Project*" refers specifically to the construction of the extensions, additions and improvements to the System that were financed with proceeds of the Refunded Loans.

"*Refunding Program*" refers to financing the cost to currently refund the outstanding Refunded Loans, with the proceeds of the Loan.

"*Refunded Loans*" refers to the outstanding:

1. Loan 91-12 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 19, 1991, in the original principal amount of $1,298,000;
2. Loan 91-14 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 1992, in the original principal amount of $386,000;
3. Loan 91-15 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 13, 1998, in the original principal amount of $1,230,000;
4. Loan 91-21 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 9, 2001, in the original principal amount of $359,000;
5. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $475,000; and
6. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $210,200.

"*Revenue Fund*" refers to the Rowan Water, Inc. Revenue Fund, described in Section 8 hereof.

"*Secretary*" refers to the Secretary of the Governing Body.

"*Sinking Fund*" refers to the Rowan Water, Inc. Water Sinking Fund, described in Section 8 hereof.

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

"*Treasurer*" refers to the Treasurer of the Borrower.

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

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

Section 2. Reaffirmation of Declaration of Water System. That all proceedings heretofore taken for the establishment of and the supplying of water service in and to said

Borrower as a water system are hereby in all respects ratified and confirmed; and so long as the Loan herein authorized or permitted to be issued remains outstanding, said System shall be owned, controlled, operated and maintained for the security and source of payment of the Loan. Said System is hereby declared to constitute a public project within the meaning and application of Sections 58.010 to 58.140, inclusive, of the Kentucky Revised Statutes.

Section 3. Authorization of Loan; Place of Payment; Manner of Execution. That pursuant to the Constitution and laws of Kentucky, and particularly Chapter 273 of the Kentucky Revised Statutes, the Borrower hereby authorizes the borrowing of $2,400,000 from the Program, to provide funds for the Refunding Program.

The Loan is payable on the Interest Payment Date in such principal and interest amounts as set forth in **Exhibit A** attached hereto.

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

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

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

Section 4. Redemption.

(a) Optional Redemption. Subject to the prior written approval of the Compliance Group, the Loan payments due on or after July 1, 2030 are subject to optional redemption, in whole or in part, by the Borrower prior to their stated maturity, at any time falling on or after July 1, 2029 at a redemption price equal to 100% of the principal amount of the Loan called for redemption, plus unpaid interest accrued to the date of redemption.

In the event that the Borrower desires to optionally redeem a portion of the principal due under the Loan, such redemption shall be in a denomination equal to $5,000 or any integral multiple thereof.

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

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

Section 5. Recognition of Prior Loans. The Borrower hereby expressly recognizes and acknowledges that the Borrower has previously created for the benefit and protection of the owners of the Prior Loans, a certain lien and pledge and certain security rights relating to the System, all as set forth in the Prior Loans.

Section 6. Loan Payable Out of Gross Revenues on a Parity with Prior Loans. The Loan and Prior Loans, together with the interest thereon and such additional loans ranking on a parity therewith heretofore issued and outstanding and that may be hereafter issued and outstanding from time to time under the conditions and restrictions hereinafter set forth, shall be payable out of the Sinking Fund and as hereinafter more specifically provided and shall be a valid claim of the holder thereof only against said fund and the fixed portion or amount of the income and gross revenues of the System of said Borrower pledged to said fund.

Section 7. Parity Coverage Requirements of the Prior Loans. It is hereby declared that prior to the issuance of the Loan hereby authorized, there will be procured and filed with the Secretary of the Borrower any and all statements or certifications for the purpose of having both principal and interest on the Prior Loans and the Loan hereby authorized payable on a parity from the income and revenues of said System with said outstanding Prior Loans.

Section 8. Flow of Funds. The income and revenues of the System shall be collected, segregated, accounted for and distributed as follows:

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

B. Sinking Fund. There shall be transferred from the Revenue Fund and deposited into the Sinking Fund on or before the 20th day of each month, for payment of interest on and principal of the Loan and the Prior Loans, a sum equal to the total of the following:

(1) A sum equal to one-sixth (1/6) of the next succeeding interest payment to become due on the Loan and the Prior Loans, plus

(2) A sum equal to one-twelfth (1/12) of the principal of the Loan and the Prior Loans maturing on the next succeeding payment date.

Said Sinking Fund shall be used solely and only and is hereby pledged for the purpose of paying the principal of and interest on the Loan and the Prior Loans.

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

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

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

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

Section 9. Disposition of Proceeds of the Loan; Governmental Agency Account. Upon (i) the execution of this Assistance Agreement, (ii) the delivery of this Assistance Agreement to the Trustee, (iii) certification of the Compliance Group that the Loan is to be accepted in the Program, and (iv) upon receipt by the Borrower of the proceeds of the Loan, the proceeds shall be applied as follows:

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

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

(b) *Governmental Agency Account.* It is hereby acknowledged that a fund entitled "Rowan Water, Inc. Governmental Agency Account" (the "Governmental Agency Account") has been created and maintained by the Trustee pursuant to the Indenture; and such amount on deposit in said Governmental Agency Account shall be transferred to the Rural Development (the "RD") of the Department of Agriculture of the United States of America, the holder of the Refunded Loans, as may be required:

(1) To pay the interest on the Refunded Loans to and including July 23, 2021; and

(2) To redeem on July 23, 2021 at a price equal to 100% of principal amount the Refunded Loans that as of that date have not been redeemed, retired or otherwise paid, thereby defeasing the pledge of revenues and the property securing the Refunded Loans.

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

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

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

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

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

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

(a) The facilities to be constructed from the proceeds of the additional Parity Loans are made a part of the System and their revenues are pledged as additional security for the additional Parity Loans and for the Outstanding Loans.

(b) The Borrower is in compliance with all covenants and undertakings in connection with all of the Outstanding Loans.

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

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

(1) any revisions in the System's schedule of rates or charges being imposed on or before the issuance of any such additional Parity Loans, and

(2) any increase in the annual net revenues to be realized from the proposed extensions, additions and improvements being financed (in whole or in part) by such additional Parity Loans;

provided all such adjustments shall be based upon and included in a certification of an Independent Consulting Engineer.

(e) The Borrower hereby covenants and agrees that in the event any additional Parity Loans are issued, the Borrower shall:

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

(2) Adjust the minimum annual amount to be deposited monthly into any depreciation fund on the same basis as that prescribed in the provisions establishing such depreciation fund, taking into account the future debt service requirements of all loans that will then be outstanding against the System.

(f) The Borrower reserves the right to issue Parity Loans to refund or refinance any part or all of the Prior Loans and the Loan, provided that prior to the issuance of such Parity Loans for that purpose, there shall have been procured and filed with the Secretary of the Borrower a statement by a Certified Public Accountant, as defined herein, reciting the opinion based upon necessary investigation that:

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

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

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

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

The Borrower also covenants to cause a report to be filed with the Governing Body within four months after the end of each Fiscal Year by a Certified Public Accountant, setting forth the precise debt service coverage percentage of the average annual debt service requirements falling due in any Fiscal Year thereafter for principal of and interest on all of the then Outstanding Loans payable from the revenues of the System, produced or provided by the net revenues of the System in that Fiscal Year, calculated in the manner specified in Section 10 hereof; and the Borrower covenants that if and whenever such report so filed shall establish that such coverage of net revenues for such year was less than 120% of the average annual debt service requirements, the Borrower shall increase the rates by an amount sufficient, in the opinion of such Certified Public Accountant, to establish the existence of or immediate projection of, such minimum 120% coverage.

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

Section 14. Contractual Nature of Assistance Agreement. The provisions of this Assistance Agreement shall constitute a contract between the Borrower and the Issuer; and after the issuance of the Loan, no change, variation or alteration of any kind in the provisions of this

Assistance Agreement shall be made in any manner except as herein or therein provided until such time as the Loan has been paid or provided for in full, or as otherwise provided herein; provided that the Governing Body may enact legislation for any other purpose not inconsistent with the terms of this Assistance Agreement, and which shall not impair the security of the Issuer and/or for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective or inconsistent provisions contained herein or in any ordinance or other proceedings pertaining hereto.

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

Its duties as Trustee shall be as follows:

(a) To register the Loan in the name of the Issuer;

(b) To maintain adequate records relevant to the Loan;

(c) To remit, but only to the extent that all required funds are made available to the Trustee by the Borrower, semiannual interest payments directly to the Issuer's accounts for the Program;

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

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

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

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

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

Section 17. Insurance.

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

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

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

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

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

Section 18. Changes in Use or User of System. The Borrower represents that (a) no part of the System will be sold, or otherwise disposed of without the prior written consent of the Issuer; (b) it will not permit any use of its System by any person or entity other than itself without the prior written consent of the Issuer; (c) any portion of the System consisting of personal property may be sold in the ordinary course of an established governmental program if (i) the weighted average maturity of the portion of the Loan financing the personal property was not greater than one hundred twenty percent (120%) of the reasonably expected actual use of such personal property by the Borrower, (ii) the Borrower expected at the date of this Agreement that the fair market value of the personal property at the time of disposition would not be greater than twenty-five percent (25%) of its cost and (iii) at the time of disposition, the personal property is no longer suitable for the governmental purpose for which it was acquired.

Section 19. Security Instruments. In order to secure the payment of the principal and interest of the Loan, the President an Secretary of the Borrower are hereby authorized and directed to execute and deliver good and sufficient lien instruments, where necessary, encumbering the properties and assets both real and personal constituting the System, as completed or as the same may be thereafter extended, including an assignment and pledge of revenues and such other instruments as may be prescribed by the Issuer.

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

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

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

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

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

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

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

Section 21. Annual Reports. The Borrower hereby agrees to provide or cause to be provided to the Issuer and the Compliance Group audited financial statements prepared in accordance with generally accepted accounting principles (commencing with the Fiscal Year preceding the Fiscal Year in which this Agreement is executed) and such other financial information and/or operating data as requested by the Issuer or the Compliance Group.

The annual financial information and operating data, including audited financial statements, will be made available on or before 180 days after the end of each Fiscal Year.

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

(a) to cure any ambiguity or formal defect or omission in this Assistance Agreement;

(b) to subject to the lien and pledge of this Assistance Agreement additional revenues, properties, or collateral which may legally be subjected;

(c) to add to the conditions, limitations and restrictions on the issuance of loans, other conditions, limitations and restrictions thereafter to be observed;

(d) to add to the covenants and agreements of the Borrower in this Assistance Agreement, other covenants and agreements thereafter to be incurred by the Borrower or to surrender any right or power herein reserved to or conferred upon the Borrower;

(e) to effect the issuance of additional Parity Loans; and/or

(f) to modify the terms and conditions of this Assistance Agreement at the request of the Issuer in order to assist the Issuer in operating the Program or to maintain any rating the Issuer may have on its Program obligations.

Section 23. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 24. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

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

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

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

[Signature page follows]

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By ____________________
President

Attest:

By ____________________
Secretary/Treasurer

ROWAN WATER, INC.

By ____________________
President

Attest:

By ____________________
Secretary

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By ________________________
President

Attest:

By ________________________
Secretary/Treasurer

ROWAN WATER, INC.

By Larry Johnson
President

Attest:

By Errol B. [illegible]
Secretary

EXHIBIT A

Debt Service Schedule

KRWFC Flexible Term Program Series 2021 B
Sinking Fund Payment Schedule

Borrower: Rowan Water Inc.
Closing Date: 07/21/21

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
9/21-1/22	12,272.73	7,298.38	19,571.10
2/22-7/22	12,272.73	5,761.88	18,034.60
8/22-1/23	12,083.33	5,401.88	17,485.21
2/23-7/23	12,083.33	5,401.88	17,485.21
8/23-1/24	12,500.00	5,015.21	17,515.21
2/24-7/24	12,500.00	5,015.21	17,515.21
8/24-1/25	12,916.67	4,615.21	17,531.88
2/25-7/25	12,916.67	4,615.21	17,531.88
8/25-1/26	13,333.33	4,201.88	17,535.21
2/26-7/26	13,333.33	4,201.88	17,535.21
8/26-1/27	13,750.00	3,775.21	17,525.21
2/27-7/27	13,750.00	3,775.21	17,525.21
8/27-1/28	14,166.67	3,335.21	17,501.88
2/28-7/28	14,166.67	3,335.21	17,501.88
8/28-1/29	14,583.33	2,881.88	17,465.21
2/29-7/29	14,583.33	2,881.88	17,465.21
8/29-1/30	15,000.00	2,415.21	17,415.21
2/30-7/30	15,000.00	2,415.21	17,415.21
8/30-2/31	15,416.67	2,085.21	17,501.88
2/31-7/31	15,416.67	2,085.21	17,501.88
8/31-1/32	9,166.67	1,746.04	10,912.71
2/32-7/32	9,166.67	1,746.04	10,912.71
8/32-1/33	7,500.00	1,535.21	9,035.21
2/33-7/33	7,500.00	1,535.21	9,035.21
8/33-1/34	7,916.67	1,355.21	9,271.88
2/34-7/34	7,916.67	1,355.21	9,271.88
8/34-1/35	7,916.67	1,157.29	9,073.96
2/35-7/35	7,916.67	1,157.29	9,073.96
8/35-1/36	8,333.33	951.46	9,284.79
2/36-7/36	8,333.33	951.46	9,284.79
8/36-1/37	8,333.33	726.46	9,059.79
2/37-7/37	8,333.33	726.46	9,059.79
8/37-1/37	2,916.67	484.79	3,401.46
2/38-7/38	2,916.67	484.79	3,401.46
8/38-1/39	2,916.67	400.21	3,316.88
2/39-7/39	2,916.67	400.21	3,316.88
8/39-1/40	2,916.67	311.25	3,227.92
2/40-7/40	2,916.67	311.25	3,227.92
8/40-1/41	2,916.67	222.29	3,138.96
2/41-7/41	2,916.67	222.29	3,138.96
8/41-1/42	1,250.00	133.33	1,383.33
2/42-7/42	1,250.00	133.33	1,383.33
8/42-1/43	1,250.00	93.33	1,343.33
2/43-7/43	1,250.00	93.33	1,343.33
8/43-1/44	1,666.67	53.33	1,720.00
2/44-7/44	1,666.67	53.33	1,720.00
8/44-1/45	-	-	-
2/45-7/45	-	-	-
	2,400,000.00	585,828.13	2,985,828.13

CERTIFICATE OF OFFICERS OF
ROWAN WATER, INC.

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

The undersigned officials of Rowan Water, Inc. (the "Association") under the Assistance Agreement (the "Agreement") between the Association and the Kentucky Rural Water Finance Corporation ("KRWFC"), dated the date hereof, do hereby certify as follows:

1. That they are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Association, as set forth after their signatures hereto, and as such are familiar with the books, records, and affairs of the Association.

2. That the Association is a non-profit corporation, duly organized and validly organized and existing as a water association, in good standing under and by virtue of the laws of the Commonwealth of Kentucky with all requisite power and authority to operate a water supply and distribution system (the "System") and to carry on its business as now being conducted.

3. That the below-named persons were on the date or dates of the execution of the Agreement and are on the date of this Certificate the duly elected or appointed and qualified incumbents of the respective offices of the Association set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

Name	Title	Signature
Larry Johnson	President	Larry Johnson
Enoch Blair	Secretary	Enoch Blair

4. That included in the transcript of which this Certificate forms a part is a true, correct, and complete copy of the resolution duly adopted by the Governing Body of the Association on February 10, 2021 (the "Resolution"), authorizing the appropriate officials of the Association to execute the Agreement. The Resolution was duly adopted in accordance with all applicable laws. The Resolution duly authorized the current refunding of the following outstanding notes of the Association:

a. Loan 91-12 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 19, 1991, in the original principal amount of $1,298,000;

b. Loan 91-14 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 1992, in the original principal amount of $386,000;

c. Loan 91-15 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 13, 1998, in the original principal amount of $1,230,000;

d. Loan 91-21 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 9, 2001, in the original principal amount of $359,000;

e. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $475,000; and

f. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $210,200

(collectively, the "Refunded Loans").

5. The Agreement has been duly authorized, executed and delivered by the Association and constitutes a legal, valid, and binding obligation of the Association, enforceable against the Association in accordance with its terms.

6. The representations and warranties of the Association made in the Agreement are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof; the Resolution has not been amended or supplemented and is in full force and effect; and the Agreement has been entered into and is in full force and effect.

7. That we are familiar with the provisions of the Agreement, and we hereby certify that at the time of or immediately after the issuance, sale and delivery of the Loan, the proceeds of the Loan authorized by the Agreement were applied or will be applied as itemized in the Distribution of Loan Proceeds Schedule attached hereto as **Exhibit A**, and this certification constitutes the instruction to and authorization of the Trustee to make such payments and deposits specified in said **Exhibit A**.

8. The Association is not in default under or in violation of (i) any provisions of applicable law, (ii) the Agreement, or (iii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, bond, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Association or on the ability of the Association to perform its obligations under the Agreement. Neither the execution and delivery of the Agreement nor compliance by the Association with the terms, conditions and provisions of the Agreement will conflict with or result in a breach of, or constitute a default under, any of the foregoing.

9. Since the date of the financial information provided to KRWFC, there have not been any material adverse changes in the business, properties, condition (financial or otherwise) or results of operations of the Association, whether or not arising from transactions in the ordinary course of business, and since such date, except in the ordinary course of business, the Association has not entered into any transaction or incurred any liability material to the financial position of the Association.

10. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of our knowledge, threatened against or affecting the Association wherein an unfavorable decision, ruling or finding would materially adversely affect the business, properties, condition (financial or otherwise) or the results of operations of the Association or the ability of the Association to perform its obligations under the Agreement.

11. All authorizations, consents and approvals of, notices to, registrations or filings with, or other actions in respect of or by, any governmental body, agency or other instrumentality or court required in connection with the execution, delivery and performance by the Association of the Agreement have been duly obtained, given or taken (and copies thereof have been provided to KRWFC).

12. Any certificate signed by any official of the Association and delivered to KRWFC will be deemed to be a representation by the Association to KRWFC as to the statements made therein.

WITNESS our hands this July 21, 2021.

ROWAN WATER, INC.

By Larry Johnson
President

Attest:

By Errol Slain
Secretary

EXHIBIT A

DISTRIBUTION OF LOAN PROCEEDS SCHEDULE

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

SOURCES OF FUNDS

Par Amount of Loan	$2,400,000.00
Plus Original Issue Premium	100,912.80
Total Sources	**$2,500,912.80**

USES OF FUNDS

Deposit to the Association's Governmental Agency Account to refund the Refunded Loans	$2,410,259.14
Deposit to Governmental Agency Account for Costs of Issuance	41,900.00
Deposit to the Association's Sinking Fund (rounding)	1,809.66
Underwriter's Discount	46,944.00
Total Uses	**$2,500,912.80**

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF THE ROWAN WATER, INC. TO ISSUE SECURITIES IN THE APPROXIMATE PRINCIPAL AMOUNT OF $2,450,000 FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING INDEBTEDNESS OF THE ASSOCIATION PURSUANT TO THE PROVISIONS OF KRS 278.300 AND 807 KAR 5:001	)))))))))	CASE NO. 2021-00042

ORDER

On February 24, 2021, Rowan Water, Inc. (Rowan Water) filed an application seeking Commission authority to enter into a loan agreement (Loan) with Kentucky Rural Water Finance Corporation (KRWFC) to borrow approximately $2,450,000 (subject to adjustment of up to 10 percent), the proceeds of which will be used to refinance six outstanding debt obligations of Rowan Water and to pay the costs of issuance of the Loan. There are no intervenors in this case, and the matter is submitted to the Commission for a decision based upon the evidentiary record.

Rowan Water, a water association organized pursuant to KRS Chapter 273, owns and operates facilities that provide retail water service to 6,494 residential customers in Carter, Elliott, Fleming, Morgan and Rowan counties, Kentucky.[1]

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[1] *Annual Report of Rowan Water to the Public Service Commission of the Commonwealth of Kentucky for the Calendar Year Ended December 31, 2019* (2019 Annual Report) at 12 and 49.

The Commission notes that in its 2019 Annual Report, Rowan Water reported a water loss of 21.0571 percent.[2] Commission regulation 807 KAR 5:066(6)(3) states that for ratemaking purposes, a utility's water loss shall not exceed 15 percent of total water produced and purchased, excluding water consumed by a utility in its own operations. Reduction of Rowan Water's water loss to 15 percent would result in an approximate $80,717.88[3] decrease to purchased water expense. Potentially, Rowan Water is paying $0.13 per 1,000 gallons sold, for expenses associated with water loss greater than 15 percent.[4]

The Commission also notes that Rowan Water has not sought a general adjustment in rates since 2002.[5] According to Rowan Water's annual reports and audit reports, Rowan Water has had a negative net income for the last five years and a continuous decrease in cash during the last four years, as shown below.[6]

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[2] 2019 Annual Report at 57.

[3]

Purchased Water from 2019 Annual Report	$	1,332,616
Times: Water Loss Above 15 Percent		6.0571%
Purchased Water Expense Reduction	$	80,717.88

[4]

Purchased Water Expense Reduction	$	80,717.88
Divided by: Total 1,000 gallons sold from 2019 Annual Report		636,864
Cost per 1,000 gallons sold	$	0.13

[5] Case No. 2002-00425, *An Adjustment of the Rates of Rowan Water, Inc.*

[6] Rowan Water's Annual Reports can be found on the Commission's Website at:
https://psc.ky.gov/UFR_PDF/Water/2019/35800_Rowan_Water%20_Inc.pdf
https://psc.ky.gov/UFR_PDF/Water/2018/35800_Rowan_Water%20_Inc.pdf
https://psc.ky.gov/UFR_PDF/Water/2017/35800_Rowan_Water%20_Inc.pdf
https://psc.ky.gov/UFR_PDF/Water/2016/35800_Rowan_Water%20_Inc.pdf
https://psc.ky.gov/UFR_PDF/Water/2015/35800_Rowan_Water%20_Inc.pdf
https://psc.ky.gov/Utility_Financial_Reports_Net/uploaded/support/SD_35800_2017_1.pdf
https://psc.ky.gov/Utility_Financial_Reports_Net/uploaded/support/SD_35800_2018_2.pdf
https://psc.ky.gov/Utility_Financial_Reports_Net/uploaded/support/SD_35800_2019_1.pdf

Year	2015	2016	2017	2018	2019
Net Income	$ (242,105)	$ (252,512)	$ (333,928)	$ (324,169)	$ (564,790)
Add: Depreciation Expense	515,727	518,171	505,181	508,832	518,192
Cash Basis Income	$ 273,622	$ 265,659	$ 171,253	$ 184,663	$ (46,598)
Year		2016	2017	2018	2019
Cash and Cash Equivalents		$ 590,246	$ 562,988	$ 521,117	$ 472,475
Restricted Cash		335,125	366,552	380,661	335,943
Sum: End-of-Year Balance		925,371	929,540	901,778	808,418
Net Increase (Decrease) in Cash		$ 95,272	$ 4,169	$ (27,762)	$ (93,360)

A key recommendation that resulted from the investigation by the Commission in Case No. 2019-00041[7] is that water districts with sustained excessive water loss should monitor the sufficiency of their base rates closely and, in general, apply for base rate adjustments on a more frequent basis. While this statement was made in the context of Case No. 2019-00041, which involved water utilities that were under examination due to high water loss, the principle that a closer examination of a water district's finances with regard to the sufficiency of rates by the Commission still applies in this instance. The lack of insight into Rowan Water's financial records that provide more detail than its annual reports and audits filed with the Commission, coupled with the fact that Rowan Water has been operating with a negative net income for the preceding five calendar years, indicates to the Commission that Rowan Water should file an application for a traditional adjustment in rates or an alternative rate adjustment within one year of the date of filing of this Order.

The Commission is placing greater emphasis on monitoring utilities that consistently exceed the 15 percent water loss threshold and strongly encourages Rowan

[7] Case No. 2019-00041, *Electronic Investigation into Excessive Water Loss by Kentucky's Jurisdictional Water Utilities* (Ky. PSC. Nov. 22, 2019).

Water to pursue reasonable actions to reduce its water loss. Failure by Rowan Water to make significant process towards reducing water loss may cause the Commission to pursue additional action with the utility.

Rowan Water proposes to execute the Loan with KRWFC to borrow $2,450,000.[8] The proposed Loan will have a 24-year term subject to interest rates that will vary from 2.75 percent to 3.25 percent per annum.[9] Rowan Water proposes to use the proceeds from the KRWFC Loan to fully refund the Rural Development (RD) loan held by the United States Department of Agriculture (USDA) dated July 19, 1991, with an original principal amount of $1,298,000; a promissory note 1992 dated September 15, 1992, with an original principal amount of $386,000; a promissory note 1998 dated May 13, 1998 with an original principal amount $1,230,000; a promissory note 2001 dated May 9, 2001, with an original principal amount $359,000; a promissory note 2004A dated January 27, 2004, with an original principal amount $475,000; and a promissory note 2004B dated January 27, 2004, with an original principal amount $210,200.[10]

Rowan Water estimates that it will expend $2,623,145.70 to refund the prior bonds.[11] The estimated expended cost to refinance the outstanding indebtedness includes reoffering premiums of $173,145.70.[12] Rowan Water provided a Debt Service

[8] Application at 2, paragraph 5.

[9] *Id.*, Exhibit B.

[10] *Id.* at 2, paragraph 5.

[11] *Id*, Exhibit C, Sources and uses. Uses of Funds: $42,875.00 (Total Underwriter's Discount) + $42,700.00 (Costs of Issuances) + $2,537,260.25 (Deposit to Current Refunding Fund) + $310.45 (Rounding Amount) = $2,623,145.70.

[12] *Id.*, Exhibit C.

Comparison indicating that the refinancing would save $481,578.73[13] over the life of the proposed Loan, resulting in a positive net present value (NPV) cash flow savings of $381,367.56.[14]

The Commission has reviewed the proposed refinancing and finds Rowan Water's proposal to be reasonable due to the lower effective interest rate and cash flow savings Rowan Water would realize over the period of the Loan. Although, if the new interest rate on the proposed refinancing is higher than the range of interest rates set forth in the application, Rowan Water should not proceed with the refinancing unless the NPV of the refinancing results in positive cash flow. The Commission commends Rowan Water for taking advantage of the financing alternatives available to it, thereby securing savings for itself and its customers. However, the Commission is concerned with Rowan Water's prolonged absence from the Commission's review of its asset management through an application for adjustment of its rates given the length of time since Rowan Water's last generate rate adjustment and its negative net income for the last five years, as discussed elsewhere in this Order. Therefore, the Commission finds that Rowan Water's proposal should be granted with the condition that it file an application for adjustment of its base rates through an alternative rate filing within one year of the date of filing of this Order.

After consideration of the evidence of record and being sufficiently advised, the Commission finds that:

1. The proposed Loan from KRWFC is for lawful objects within the corporate purposes of Rowan Water; is necessary and appropriate for and consistent with the

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[13] *Id.*, Exhibit D.

[14] *Id.*

proper performance by the utility of its service to the public; will not impair its ability to perform that service; is reasonable, necessary, and appropriate for such purposes; and should be approved.

2. Rowan Water should execute its note as security for the proposed Loan in the manner described in its application.

3. The Commission directs Rowan Water to the Commission's March 16, 2020 and March 24, 2020 Orders in Case No. 2020-00085[15] regarding filings with the Commission. The Commission expects the original documents to be filed with the Commission within 30 days of the lifting of the current state of emergency.

4. The final amounts of the RD payoff, the legal fees, and the new KRWFC loan will not be known until the refinancing transaction is finalized. Therefore, Rowan Water should provide the Commission an updated version the application, Exhibit D, reflecting the cash flow analysis of the new KRWFC Loan within ten days of finalizing the transaction.

5. Within ten days of the execution of the new KRWFC loan documents, Rowan Water should file with the Commission one copy in paper medium and an electronic version of the loan documents.

6. The proceeds from the proposed Loan should be used only for the lawful purposes set out in Rowan Water's application.

7. The terms and conditions of the new KRWFC Loan should be consistent with the KRWFC assistance program as described in Rowan Water's application.

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[15] Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC Mar. 16, 2020), Order at 5–6. Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC Mar. 24, 2020), Order at 1–3.

8. Rowan Water should file for an adjustment in base rates or file for an alternative rate filing within one year of the date of filing of this Order to ensure that its rates are sufficient.

IT IS THEREFORE ORDERED that:

1. Rowan Water is authorized to enter into the Loan with KRWFC to borrow no more than the total amount to pay off the indebtedness proposed to be refinanced as identified in the application on the condition that the final NPV of the savings, determined upon closing, generate positive cash flow. The Loan maturity date and interest rate shall be in accordance with the KRWFC assistance program as described in Rowan Water's application.

2. Rowan Water shall execute the KRWFC Loan documents as authorized herein.

3. Rowan Water shall comply with all matters set out in finding paragraphs 3 through 7 as if they were individually so ordered.

4. Any documents filed in the future pursuant to finding paragraphs 4 and 5 shall reference this case number and shall be retained in the post-case correspondence file.

5. Rowan Water shall file for an adjustment in base rates or file for an alternative rate filing within one year of the date of filing of this Order.

6. This case is closed and will be removed from the Commission's docket.

Nothing contained herein shall be deemed a warranty or finding of value of securities or financing authorized herein on the part of the Commonwealth of Kentucky or any agency thereof.

By the Commission

ENTERED

APR 19 2021 rcs

KENTUCKY PUBLIC SERVICE COMMISSION

ATTEST:

Linda C. Bridwell

Executive Director

*Kristen Millard
Raymond James Financial Services
300 West Vine Street
Lexington, KENTUCKY 40507

*Rowan Water, Inc.
1765 Christy Creek Road
Morehead, KY 40351

*Jerry Patrick
Rowan Water, Inc.
1765 Christy Creek Road
Morehead, KY 40351

*Honorable W. Randall Jones
Attorney at Law
Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, KENTUCKY 40202

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

Michael G. Adams
Secretary of State
P. O. Box 718
Frankfort, KY 40602-0718
(502) 564-3490
http://www.sos.ky.gov

Certificate of Existence

Authentication number: 251119
Visit https://web.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

ROWAN WATER, INC.

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 273, whose date of incorporation is May 21, 1968 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 23rd day of July, 2021, in the 230th year of the Commonwealth.

Michael G. Adams
Secretary of State
Commonwealth of Kentucky
251119/0045032

CERTIFICATE AS TO DEBT SERVICE SAVINGS

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

In connection with the issuance of the above-referenced loan to Rowan Water, Inc. (the "Association"), the undersigned hereby certifies as follows:

1. That we are the financial advisor in connection with the issuance of the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B, the proceeds of which bonds fund the above-referenced Series 2021B Loan to the Association.

2. That we have been advised that on July 21, 2021, the Association intends to refund the outstanding: (a) Loan 91-12 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 19, 1991, in the original principal amount of $1,298,000; (b) Loan 91-14 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 1992, in the original principal amount of $386,000; (c) Loan 91-15 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 13, 1998, in the original principal amount of $1,230,000; (d) Loan 91-21 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 9, 2001, in the original principal amount of $359,000 (e) Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $475,000; and (f) Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $210,200 (collectively, the "Refunded Loans") with the proceeds of the Series 2021B Loan, which loan is scheduled to close on July 21, 2021.

3. That we have prepared a schedule titled Debt Service Comparison, which compares the debt service for the Series 2021B Loan with the debt service for the Refunded Loans. A copy of such schedule is attached hereto as **Exhibit A**.

4. That based upon (a) said examination and studies, (b) upon such further examination as was deemed appropriate and necessary by the undersigned, it is hereby certified that the debt service requirements for the proposed Series 2021B Loan, in any year of maturities thereof after the redemption of the Refunded Loans scheduled to be refunded through the issuance of the proposed Series 2021B Loan, does not exceed the scheduled debt service requirements applicable to the then outstanding Refunded Loans, for any year prior to the issuance of the proposed Series 2021B Loan and the refunding of the Refunded Loans.

IN TESTIMONY WHEREOF, witness my signature on behalf of Raymond James & Associates, Inc. this July 21, 2021.

RAYMOND JAMES & ASSOCIATES, INC.

Kristen Millard

By Kristen Millard (Jul 6, 2021 09:18 EDT)

Authorized Representative

$2,400,000

Kentucky Rural Water Finance Corporation

Taxable Public Projects Refunding Revenue Bonds Series 2021 B

Rowan Water Inc.

Debt Service Comparison

Date	Total P+I	Expenses	Net New D/S	Old Net D/S	Savings
12/31/2021	-	450.00	450.00	58,782.53	58,332.53
12/31/2022	206,063.13	450.00	206,513.13	223,825.05	17,311.92
12/31/2023	209,822.50	450.00	210,272.50	225,959.90	15,687.40
12/31/2024	210,182.50	450.00	210,632.50	224,800.05	14,167.55
12/31/2025	210,382.50	450.00	210,832.50	224,778.47	13,945.97
12/31/2026	210,422.50	450.00	210,872.50	226,198.31	15,325.81
12/31/2027	210,302.50	450.00	210,752.50	227,883.09	17,130.59
12/31/2028	210,022.50	450.00	210,472.50	228,214.51	17,742.01
12/31/2029	209,582.50	450.00	210,032.50	228,175.32	18,142.82
12/31/2030	208,982.50	450.00	209,432.50	227,124.25	17,691.75
12/31/2031	210,022.50	450.00	210,472.50	227,124.24	16,651.74
12/31/2032	130,952.50	450.00	131,402.50	150,173.32	18,770.82
12/31/2033	108,422.50	450.00	108,872.50	127,677.93	18,805.43
12/31/2034	111,262.50	450.00	111,712.50	126,677.95	14,965.45
12/31/2035	108,887.50	450.00	109,337.50	127,722.95	18,385.45
12/31/2036	111,417.50	450.00	111,867.50	127,722.94	15,855.44
12/31/2037	108,717.50	450.00	109,167.50	127,722.95	18,555.45
12/31/2038	40,817.50	450.00	41,267.50	57,280.29	16,012.79
12/31/2039	39,802.50	450.00	40,252.50	57,280.29	17,027.79
12/31/2040	38,735.00	450.00	39,185.00	57,280.29	18,095.29
12/31/2041	37,667.50	450.00	38,117.50	57,280.29	19,162.79
12/31/2042	16,600.00	450.00	17,050.00	37,587.10	20,537.10
12/31/2043	16,120.00	450.00	16,570.00	37,587.11	21,017.11
12/31/2044	20,640.00	450.00	21,090.00	37,587.12	16,497.12
TOTAL	**$2,985,828.13**	**$10,800.00**	**$2,996,628.13**	**$3,452,446.25**	**$455,818.12**

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	351,115.16
Effects of changes in Expenses	(8,013.35)
Net PV Cashflow Savings @ 2.764%(AIC)	343,101.81
Contingency or Rounding Amount	1,037.73
Net Benefit	456,855.85
Net Present Value Benefit	$344,139.54
Net PV Benefit / $2,377,071 Refunded Principal	14.477%
Net PV Benefit / $2,400,000 Refunding Principal	14.339%

Refunding Bond Information

Refunding Dated Date	7/21/2021
Refunding Delivery Date	7/21/2021

CERTIFICATE OF NOTEHOLDER AS TO CONSENT TO ISSUANCE OF A LOAN TO ROWAN WATER, INC. RANKING ON A PARITY WITH OTHER NOTES OF THE ASSOCIATION

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

The Rural Development (the "RD") of the Department of Agriculture of the United States of America hereby certifies that it is the owner of the following outstanding Notes (the "Prior Loans"):

1. Loan 91-25 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated October 24, 2007, in the original principal amount of $600,000;
2. Loan 91-27 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 11, 2012, in the original principal amount of $931,000;
3. Loan 91-29 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 11, 2012, in the original principal amount of $100,000; and
4. Loan 91-30 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 2017, in the original principal amount of $1,106,000.

The RD consents to the issuance of the above-referenced Series 2021B Loan in the amount of $2,400,000, maturing in 2044, ranking on a parity as to security and source of payment with the Prior Loans, without the necessity for establishing compliance with any of the terms and conditions for the issuance of parity notes, other than this consent of the owner of the outstanding Prior Loan; and the RD further consents to the affixing of a statement on the Prior Loans owned by the RD, reading substantially as follows:

> The holder of this Loan has consented to the issuance of the Series 2021B Loan in the principal amount of $2,400,000 ranking on parity as to security and source of payment with this Loan.

IN TESTIMONY WHEREOF, witness the duly authorized signature of the Rural Development this July 7, 2021.

RURAL DEVELOPMENT

By TRACI VAUGHT Digitally signed by TRACI VAUGHT Date: 2021.07.07 15:04:58 -04'00'

Signature
Traci Vaught

Title Acting State Director

Rubin & Hays ATTORNEYS AT LAW

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

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

July 6, 2021

VIA ELECTRONIC MAIL (lisa.dale@ky.gov)
Ms. Lisa Dale
Local Government Advisor
Department for Local Government
Office of Financial Management and Administration
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to the Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

Dear Ms. Dale:

Enclosed is a copy of our proposed approving Legal Opinion, a Local Debt Notification Bond Summary Form, and the Schedule of Principal Maturities and Interest Rates in connection with the above transaction. The Loan proceeds were derived from a public competitive sale on June 29, 2021, by the financial advisor, Raymond James & Associates, Inc. of Lexington, Kentucky, at a price of $2,453,968.80 (102.225% of par). Regions Bank, Nashville, Tennessee, is acting as Trustee and Paying Agent.

The Loan is dated and the closing is scheduled for July 21, 2021. The Loan (i) matures on July 1, 2044 and (ii) bears interest at the fixed rates set forth in the enclosed Schedule.

We would appreciate your furnishing us your letter that the Association has complied with the requirements of KRS 65.117 in the issuance of this Loan.

Sincerely,

Rubin & Hays

By Christian L. Juckett
Christian L. Juckett

cc: Mr. Robert Brown (RobertO.Brown@ky.gov)
Enclosures

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

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

July 21, 2021

Kentucky Rural Water Finance Corporation
1151 Old Porter Pike
Bowling Green, Kentucky 42103

Regions Bank
Corporate Trust Department
150 Fourth Avenue North, 9th Floor
Nashville, Tennessee 37219

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

We have examined a certified copy of the transcript of proceedings of Rowan Water, Inc., a non-profit corporation of the Commonwealth of Kentucky (the "Association") relating to the authorization and issuance of its Assistance Agreement, dated as of July 21, 2021, (the "Assistance Agreement") by and between the Association and the Kentucky Rural Water Finance Corporation, representing a loan in the aggregate principal amount of $2,400,000 (the "Loan").

The Loan has been authorized and issued pursuant to the Constitution and laws of the Commonwealth of Kentucky (the "Commonwealth"), including particularly Chapters 273 of the Kentucky Revised Statutes (the "Act"), in accordance with the Assistance Agreement.

We have examined such portions of the Constitution, statutes and laws of the United States, the Constitution, statutes and laws of the Commonwealth, and such applicable court decisions, regulations, rulings, and opinions as we have deemed necessary or relevant for the purposes of the opinions set forth below.

We have also made such investigation as we have deemed necessary for the purposes of such opinions and relied upon certificates of officials of the Commonwealth and the Association as to certain factual matters.

Based upon the foregoing, it is our opinion, under the law existing on the date of this opinion, that:

1. The Association is a non-profit corporation, duly organized and validly organized and existing as a water association under the laws of the Commonwealth and has the legal right and authority to borrow the Loan.

2. The Assistance Agreement has been duly authorized, executed and delivered by the Association and is a valid and binding obligation of the Association enforceable in accordance with its terms.

3. The Loan has been duly authorized by the Association and is a valid and binding limited and special obligation of the Association enforceable in accordance with its terms.

4. The Loan is payable as to principal, premium, if any, and interest from and is secured by a pledge of and a lien on the revenues of the Association's System, as defined in the Assistance Agreement.

Our opinion set forth above is subject to the qualification that the enforceability of the Assistance Agreement, the Loan and agreements relating thereto may be limited by bankruptcy, reorganization, moratorium, insolvency, or other similar laws relating to or affecting the enforcement of creditors' rights, and to the exercise of judicial discretion in accordance with general equitable principles.

This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

LOCAL DEBT NOTIFICATION
BOND SUMMARY FORM

Please complete this form and return to the State Local Debt Officer. Include all corresponding bond information and the **principal payment schedule**. Completion of this form along with the payment schedule will insure timely entry into the State Local Debt Report. Thank you in advance for your assistance.

Name of Entity Issuing Bond: Rowan Water, Inc., 1765 Christy Creek, Morehead, Kentucky 40351

County (Please specify the **County or Counties** in which the **Entity** is located. This is strictly for our filing purposes.) Rowan

Type of Bond: (please circle one or fill in the blank if type not listed) ____________________

Bond Anticipation Notes	General Obligation	Industrial Revenue
Lease Revenue	Public Corporation	Refunding
Refunding Revenue	Revenue	Special Assessment

Purpose of the Bond: the current refunding of some of the Association's Rural Development notes.

<u>IF REFUNDING AND IMPROVEMENT</u>— Please state the name, date and principal amount of original issue(s) being refunded:

1. Loan 91-12 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated July 19, 1991, in the original principal amount of $1,298,000;
2. Loan 91-14 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated September 15, 1992, in the original principal amount of $386,000;
3. Loan 91-15 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 13, 1998, in the original principal amount of $1,230,000;
4. Loan 91-21 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated May 9, 2001, in the original principal amount of $359,000;
5. Loan 91-22 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $475,000; and
6. Loan 91-24 from the U.S. Department of Agriculture, Rural Development to Rowan Water, Inc., dated January 27, 2004, in the original principal amount of $210,200.

Is the COUNTY (*in which the Entity is located*) Obligated? No.

Date the Bond was Issued: July 21, 2021

Bond Series: Series 2021B.

Principal Amount: $2,400,000

Type of Interest (Fixed or Variable): Fixed.

Interest Rate: Please see Schedule attached hereto.

Date of Initial Payment: September 1, 2021

AOC Percent (if applicable)**:** N/A

Date of Maturity: July 1, 2044

Call Date: Obligations maturing on or after July 1, 2030 are subject to redemption at any time falling on or after July 1, 2029.

Retirement Method: Revenues of the water system.

Who is the Financial Advisor (if applicable**):** Raymond James & Associates, Inc., Lexington, Ky.

Who is Trustee/Paying Agent: Regions Bank, Nashville, Tennessee.

Who is Bond Counsel: Rubin & Hays, Louisville, Kentucky.

$2,400,000

Kentucky Rural Water Finance Corporation
Taxable Public Projects Refunding Revenue Bonds Series 2021 B
Rowan Water Inc.

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
07/21/2021	-	-	-	-	-
02/01/2022	-	-	36,491.88	36,491.88	-
08/01/2022	135,000.00	3.200%	34,571.25	169,571.25	-
12/31/2022	-	-	-	-	206,063.13
02/01/2023	-	-	32,411.25	32,411.25	-
08/01/2023	145,000.00	3.200%	32,411.25	177,411.25	-
12/31/2023	-	-	-	-	209,822.50
02/01/2024	-	-	30,091.25	30,091.25	-
08/01/2024	150,000.00	3.200%	30,091.25	180,091.25	-
12/31/2024	-	-	-	-	210,182.50
02/01/2025	-	-	27,691.25	27,691.25	-
08/01/2025	155,000.00	3.200%	27,691.25	182,691.25	-
12/31/2025	-	-	-	-	210,382.50
02/01/2026	-	-	25,211.25	25,211.25	-
08/01/2026	160,000.00	3.200%	25,211.25	185,211.25	-
12/31/2026	-	-	-	-	210,422.50
02/01/2027	-	-	22,651.25	22,651.25	-
08/01/2027	165,000.00	3.200%	22,651.25	187,651.25	-
12/31/2027	-	-	-	-	210,302.50
02/01/2028	-	-	20,011.25	20,011.25	-
08/01/2028	170,000.00	3.200%	20,011.25	190,011.25	-
12/31/2028	-	-	-	-	210,022.50
02/01/2029	-	-	17,291.25	17,291.25	-
08/01/2029	175,000.00	3.200%	17,291.25	192,291.25	-
12/31/2029	-	-	-	-	209,582.50
02/01/2030	-	-	14,491.25	14,491.25	-
08/01/2030	180,000.00	2.200%	14,491.25	194,491.25	-
12/31/2030	-	-	-	-	208,982.50
02/01/2031	-	-	12,511.25	12,511.25	-
08/01/2031	185,000.00	2.200%	12,511.25	197,511.25	-
12/31/2031	-	-	-	-	210,022.50
02/01/2032	-	-	10,476.25	10,476.25	-
08/01/2032	110,000.00	2.300%	10,476.25	120,476.25	-
12/31/2032	-	-	-	-	130,952.50
02/01/2033	-	-	9,211.25	9,211.25	-
08/01/2033	90,000.00	2.400%	9,211.25	99,211.25	-
12/31/2033	-	-	-	-	108,422.50
02/01/2034	-	-	8,131.25	8,131.25	-
08/01/2034	95,000.00	2.500%	8,131.25	103,131.25	-
12/31/2034	-	-	-	-	111,262.50
02/01/2035	-	-	6,943.75	6,943.75	-
08/01/2035	95,000.00	2.600%	6,943.75	101,943.75	-
12/31/2035	-	-	-	-	108,887.50
02/01/2036	-	-	5,708.75	5,708.75	-
08/01/2036	100,000.00	2.700%	5,708.75	105,708.75	-
12/31/2036	-	-	-	-	111,417.50
02/01/2037	-	-	4,358.75	4,358.75	-
08/01/2037	100,000.00	2.900%	4,358.75	104,358.75	-
12/31/2037	-	-	-	-	108,717.50
02/01/2038	-	-	2,908.75	2,908.75	-
08/01/2038	35,000.00	2.900%	2,908.75	37,908.75	-
12/31/2038	-	-	-	-	40,817.50
02/01/2039	-	-	2,401.25	2,401.25	-
08/01/2039	35,000.00	3.050%	2,401.25	37,401.25	-
12/31/2039	-	-	-	-	39,802.50
02/01/2040	-	-	1,867.50	1,867.50	-
08/01/2040	35,000.00	3.050%	1,867.50	36,867.50	-
12/31/2040	-	-	-	-	38,735.00
02/01/2041	-	-	1,333.75	1,333.75	-
08/01/2041	35,000.00	3.050%	1,333.75	36,333.75	-
12/31/2041	-	-	-	-	37,667.50
02/01/2042	-	-	800.00	800.00	-
08/01/2042	15,000.00	3.200%	800.00	15,800.00	-
12/31/2042	-	-	-	-	16,600.00
02/01/2043	-	-	560.00	560.00	-
08/01/2043	15,000.00	3.200%	560.00	15,560.00	-
12/31/2043	-	-	-	-	16,120.00
02/01/2044	-	-	320.00	320.00	-
08/01/2044	20,000.00	3.200%	320.00	20,320.00	-
12/31/2044	-	-	-	-	20,640.00
Total	**$2,400,000.00**	**-**	**$585,828.13**	**$2,985,828.13**	**-**

Yield Statistics

Bond Year Dollars	$21,061.67
Average Life	8.776 Years
Average Coupon	2.7814899%
Net Interest Cost (NIC)	2.5280007%
True Interest Cost (TIC)	2.4893673%
Bond Yield for Arbitrage Purposes	2.6031139%
All Inclusive Cost (AIC)	2.7637965%

IRS Form 8038

Net Interest Cost	2.2475898%
Weighted Average Maturity	8.639 Years

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

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

July 21, 2021

Kentucky Rural Water Finance Corporation 1151 Old Porter Pike Bowling Green, Kentucky 42103	Regions Bank Corporate Trust Department 150 Fourth Avenue North, 9th Floor Nashville, Tennessee 37219

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This opinion is given as of the date hereof and we assume no obligation to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

Rubin Hays

KENTUCKY RURAL WATER FINANCE CORPORATION
FLEXIBLE TERM FINANCE PROGRAM

Distribution List

Re: Loan in the amount of $2,400,000, dated July 21, 2021, to the Rowan Water, Inc. from the Kentucky Rural Water Finance Corporation Public Projects Taxable Refunding Revenue Bonds (Flexible Term Program), Series 2021B.

Kentucky Rural Water Finance Corporation
Mr. Gary Larimore, Executive Director
Mr. Andy Lange, Assistant Director
1151 Old Porter Pike
Bowling Green, Kentucky 42103
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Borrower
Mr. Jerry Patrick
Rowan Water, Inc.
1765 Christy Creek
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Phone: (859) 748-5642
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KRWFC Counsel
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Financial Advisor
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Raymond James & Associates, Inc.
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bob.pennington@raymondjames.com
kristen.millard@raymondjames.com

Trustee/Administrator
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Ms. Inna Culp (615) 770-4352
Regions Bank
Corporate Trust Department
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Nashville, TN 37219
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Bond Counsel
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csmusson@rubinhays.com
wrjones@rubinhays.com
cljuckett@rubinhays.com

Loan Amortization Schedule

	Enter values
Loan amount	$ 100,000.00
Annual interest rate	2.75 %
Loan period in years	38
Number of payments per year	1
Start date of loan	7/11/2013
Optional extra payments	

	Loan summary
Scheduled payment	$ 4,274.76
Scheduled number of payments	38
Actual number of payments	38
Total early payments	$ 175.14
Total interest	$ 62,290.97

Lender name:

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	7/11/2014	$ 100,000.00	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,528.72	$ 2,750.00	$ 98,471.28	$ 2,750.00
2	7/11/2015	$ 98,471.28	$ 4,274.76	$ 28.62	$ 4,303.38	$ 1,595.42	$ 2,707.96	$ 96,875.85	$ 5,457.96
3	7/11/2016	$ 96,875.85	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,614.64	$ 2,664.09	$ 95,261.21	$ 8,122.05
4	7/11/2017	$ 95,261.21	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,659.04	$ 2,619.68	$ 93,602.17	$ 10,741.73
5	7/11/2018	$ 93,602.17	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,704.66	$ 2,574.06	$ 91,897.51	$ 13,315.79
6	7/11/2019	$ 91,897.51	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,751.54	$ 2,527.18	$ 90,145.97	$ 15,842.97
7	7/11/2020	$ 90,145.97	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,799.71	$ 2,479.01	$ 88,346.26	$ 18,321.98
8	7/11/2021	$ 88,346.26	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,849.20	$ 2,429.52	$ 86,497.06	$ 20,751.51
9	7/11/2022	$ 86,497.06	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,900.05	$ 2,378.67	$ 84,597.00	$ 23,130.18
10	7/11/2023	$ 84,597.00	$ 4,274.76	$ 3.96	$ 4,278.72	$ 1,952.31	$ 2,326.42	$ 82,644.70	$ 25,456.59
11	7/11/2024	$ 82,644.70	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,005.99	$ 2,272.73	$ 80,638.70	$ 27,729.32
12	7/11/2025	$ 80,638.70	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,061.16	$ 2,217.56	$ 78,577.54	$ 29,946.89
13	7/11/2026	$ 78,577.54	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,117.84	$ 2,160.88	$ 76,459.70	$ 32,107.77
14	7/11/2027	$ 76,459.70	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,176.08	$ 2,102.64	$ 74,283.62	$ 34,210.41
15	7/11/2028	$ 74,283.62	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,235.92	$ 2,042.80	$ 72,047.69	$ 36,253.21
16	7/11/2029	$ 72,047.69	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,297.41	$ 1,981.31	$ 69,750.28	$ 38,234.52
17	7/11/2030	$ 69,750.28	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,360.59	$ 1,918.13	$ 67,389.69	$ 40,152.66
18	7/11/2031	$ 67,389.69	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,425.51	$ 1,853.22	$ 64,964.18	$ 42,005.87
19	7/11/2032	$ 64,964.18	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,492.21	$ 1,786.52	$ 62,471.98	$ 43,792.39
20	7/11/2033	$ 62,471.98	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,560.74	$ 1,717.98	$ 59,911.23	$ 45,510.37
21	7/11/2034	$ 59,911.23	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,631.16	$ 1,647.56	$ 57,280.07	$ 47,157.92
22	7/11/2035	$ 57,280.07	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,703.52	$ 1,575.20	$ 54,576.54	$ 48,733.13
23	7/11/2036	$ 54,576.54	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,777.87	$ 1,500.85	$ 51,798.68	$ 50,233.98
24	7/11/2037	$ 51,798.68	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,854.26	$ 1,424.46	$ 48,944.42	$ 51,658.45
25	7/11/2038	$ 48,944.42	$ 4,274.76	$ 3.96	$ 4,278.72	$ 2,932.75	$ 1,345.97	$ 46,011.66	$ 53,004.42
26	7/11/2039	$ 46,011.66	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,013.40	$ 1,265.32	$ 42,998.26	$ 54,269.74
27	7/11/2040	$ 42,998.26	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,096.27	$ 1,182.45	$ 39,901.99	$ 55,452.19
28	7/11/2041	$ 39,901.99	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,181.42	$ 1,097.30	$ 36,720.57	$ 56,549.49
29	7/11/2042	$ 36,720.57	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,268.91	$ 1,009.82	$ 33,451.66	$ 57,559.31
30	7/11/2043	$ 33,451.66	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,358.80	$ 919.92	$ 30,092.86	$ 58,479.23
31	7/11/2044	$ 30,092.86	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,451.17	$ 827.55	$ 26,641.69	$ 59,306.78
32	7/11/2045	$ 26,641.69	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,546.08	$ 732.65	$ 23,095.61	$ 60,039.43
33	7/11/2046	$ 23,095.61	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,643.59	$ 635.13	$ 19,452.02	$ 60,674.56
34	7/11/2047	$ 19,452.02	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,743.79	$ 534.93	$ 15,708.22	$ 61,209.49

Pmt. No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
35	7/11/2048	$ 15,708.22	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,846.75	$ 431.98	$ 11,861.48	$ 61,641.47
36	7/11/2049	$ 11,861.48	$ 4,274.76	$ 3.96	$ 4,278.72	$ 3,952.53	$ 326.19	$ 7,908.94	$ 61,967.66
37	7/11/2050	$ 7,908.94	$ 4,274.76	$ 3.96	$ 4,278.72	$ 4,061.23	$ 217.50	$ 3,847.71	$ 62,185.15
38	7/11/2051	$ 3,847.71	$ 4,274.76	$ 3.96	$ 3,847.71	$ 3,741.90	$ 105.81	$ -	$ 62,290.97

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2021 B

Borrower: **Rowan Water Inc.**
Closing Date: **07/21/21**

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
07/01/21						
01/01/22			36,491.88	450.00	36,941.88	
07/01/22	135,000.00	3.200%	34,571.25		169,571.25	206,513.13
01/01/23			32,411.25	450.00	32,861.25	
07/01/23	145,000.00	3.200%	32,411.25		177,411.25	210,272.50
01/01/24			30,091.25	450.00	30,541.25	
07/01/24	150,000.00	3.200%	30,091.25		180,091.25	210,632.50
01/01/25			27,691.25	450.00	28,141.25	
07/01/25	155,000.00	3.200%	27,691.25		182,691.25	210,832.50
01/01/26			25,211.25	450.00	25,661.25	
07/01/26	160,000.00	3.200%	25,211.25		185,211.25	210,872.50
01/01/27			22,651.25	450.00	23,101.25	
07/01/27	165,000.00	3.200%	22,651.25		187,651.25	210,752.50
01/01/28			20,011.25	450.00	20,461.25	
07/01/28	170,000.00	3.200%	20,011.25		190,011.25	210,472.50
01/01/29			17,291.25	450.00	17,741.25	
07/01/29	175,000.00	3.200%	17,291.25		192,291.25	210,032.50
01/01/30			14,491.25	450.00	14,941.25	
07/01/30	180,000.00	2.200%	14,491.25		194,491.25	209,432.50
01/01/31			12,511.25	450.00	12,961.25	
07/01/31	185,000.00	2.200%	12,511.25		197,511.25	210,472.50
01/01/32			10,476.25	450.00	10,926.25	
07/01/32	110,000.00	2.300%	10,476.25		120,476.25	131,402.50
01/01/33			9,211.25	450.00	9,661.25	
07/01/33	90,000.00	2.400%	9,211.25		99,211.25	108,872.50
01/01/34			8,131.25	450.00	8,581.25	
07/01/34	95,000.00	2.500%	8,131.25		103,131.25	111,712.50
01/01/35			6,943.75	450.00	7,393.75	
07/01/35	95,000.00	2.600%	6,943.75		101,943.75	109,337.50
01/01/36			5,708.75	450.00	6,158.75	
07/01/36	100,000.00	2.700%	5,708.75		105,708.75	111,867.50
01/01/37			4,358.75	450.00	4,808.75	
07/01/37	100,000.00	2.900%	4,358.75		104,358.75	109,167.50
01/01/38			2,908.75	450.00	3,358.75	
07/01/38	35,000.00	2.900%	2,908.75		37,908.75	41,267.50
01/01/39			2,401.25	450.00	2,851.25	
07/01/39	35,000.00	3.050%	2,401.25		37,401.25	40,252.50
01/01/40			1,867.50	450.00	2,317.50	
07/01/40	35,000.00	3.050%	1,867.50		36,867.50	39,185.00
01/01/41			1,333.75	450.00	1,783.75	
07/01/41	35,000.00	3.050%	1,333.75		36,333.75	38,117.50
01/01/42			800.00	450.00	1,250.00	
07/01/42	15,000.00	3.200%	800.00		15,800.00	17,050.00
01/01/43			560.00	450.00	1,010.00	
07/01/43	15,000.00	3.200%	560.00		15,560.00	16,570.00
01/01/44			320.00	450.00	770.00	
07/01/44	20,000.00	3.200%	320.00		20,320.00	21,090.00
01/01/45				450.00	450.00	
Totals	2,400,000.00		585,828.13	10,800.00	2,996,628.13	2,996,178.13

KRWFC Flexible Term Program Series 2021 B
Sinking Fund Payment Schedule

Borrower: **Rowan Water Inc.**
Closing Date: **07/21/21**

	Monthly Principal	Monthly Interest	Total Monthly Sinking Fund Payments
9/21-1/22	12,272.73	7,298.38	19,571.10
2/22-7/22	12,272.73	5,761.88	18,034.60
8/22-1/23	12,083.33	5,401.88	17,485.21
2/23-7/23	12,083.33	5,401.88	17,485.21
8/23-1/24	12,500.00	5,015.21	17,515.21
2/24-7/24	12,500.00	5,015.21	17,515.21
8/24-1/25	12,916.67	4,615.21	17,531.88
2/25-7/25	12,916.67	4,615.21	17,531.88
8/25-1/26	13,333.33	4,201.88	17,535.21
2/26-7/26	13,333.33	4,201.88	17,535.21
8/26-1/27	13,750.00	3,775.21	17,525.21
2/27-7/27	13,750.00	3,775.21	17,525.21
8/27-1/28	14,166.67	3,335.21	17,501.88
2/28-7/28	14,166.67	3,335.21	17,501.88
8/28-1/29	14,583.33	2,881.88	17,465.21
2/29-7/29	14,583.33	2,881.88	17,465.21
8/29-1/30	15,000.00	2,415.21	17,415.21
2/30-7/30	15,000.00	2,415.21	17,415.21
8/30-2/31	15,416.67	2,085.21	17,501.88
2/31-7/31	15,416.67	2,085.21	17,501.88
8/31-1/32	9,166.67	1,746.04	10,912.71
2/32-7/32	9,166.67	1,746.04	10,912.71
8/32-1/33	7,500.00	1,535.21	9,035.21
2/33-7/33	7,500.00	1,535.21	9,035.21
8/33-1/34	7,916.67	1,355.21	9,271.88
2/34-7/34	7,916.67	1,355.21	9,271.88
8/34-1/35	7,916.67	1,157.29	9,073.96
2/35-7/35	7,916.67	1,157.29	9,073.96
8/35-1/36	8,333.33	951.46	9,284.79
2/36-7/36	8,333.33	951.46	9,284.79
8/36-1/37	8,333.33	726.46	9,059.79
2/37-7/37	8,333.33	726.46	9,059.79
8/37-1/37	2,916.67	484.79	3,401.46
2/38-7/38	2,916.67	484.79	3,401.46
8/38-1/39	2,916.67	400.21	3,316.88
2/39-7/39	2,916.67	400.21	3,316.88
8/39-1/40	2,916.67	311.25	3,227.92
2/40-7/40	2,916.67	311.25	3,227.92
8/40-1/41	2,916.67	222.29	3,138.96
2/41-7/41	2,916.67	222.29	3,138.96
8/41-1/42	1,250.00	133.33	1,383.33
2/42-7/42	1,250.00	133.33	1,383.33
8/42-1/43	1,250.00	93.33	1,343.33
2/43-7/43	1,250.00	93.33	1,343.33
8/43-1/44	1,666.67	53.33	1,720.00
2/44-7/44	1,666.67	53.33	1,720.00
8/44-1/45	-	-	-
2/45-7/45	-	-	-
	2,400,000.00	585,828.13	2,985,828.13

July 8, 2021

Mr. Jerry Patrick
Rowan Water Inc.
1765 Christy Creek
Morehead, KY 40351

RE: Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds, Taxable Series 2021 B

Dear Jerry:

The purpose of this summary letter is to confirm and itemize the proceeds of Rowan Water Inc.'s (the "water system") $2,400,000 loan through the Kentucky Rural Water Finance Corporation and to outline the procedure on how to make future bond payments.

Project and Loan Sizing

This loan was issued to refund certain USDA RD bonds (9120-12, 9120-14, 9120-15, 9120-21, 9120-22 and 1920-24). The component costs funded by the loan are itemized below:

Payoff of Prior Debt:	$2,410,259.14
Underwriting Expenses	46,944.00
Cost of Issuance Expenses	41,900.00
Reoffering Premium	(100,912.80)
Rounding Amount (deposited to revenue account):	1,809.66
Loan Amount:	$2,400,000.00

The transaction will close on July 21st, and USDA-RD will receive the payoff on July 23rd. The bond rounding will be placed in an interest-bearing account in the name of the water system which is managed by the program trustee, Regions Bank in Nashville, Tennessee.

Making Loan Payments

A semi-annual payment schedule is enclosed. Regions Bank will automatically withdraw the amount of your sinking fund payment as set forth in your loan agreement (1/12 of principal and 1/6 of interest) ten days prior to the start of each month. The amount listed in the column titled "Total Monthly Sinking Fund Payments" is the amount that will be withdrawn on the 20th of each month for the six-month period listed to the left. **Please note that $19,571.10 will be withdrawn on September 20th from your account for the October 1st first regular sinking fund payment on your loan. Since the bond rounding is so high, we'll use that to make the first sinking fund payment that would otherwise be due on September 1st.** Additionally, $450 will also be billed annually on February 1st for Region's trustee fee.

Please find a form attached that will need to be filled out to allow Regions Bank to automatically debit your account each month for the amount of your sinking fund payment requirement. Please fill out this form and return it to Inna, by email or mail as soon as possible.

Ms. Inna Culp
Regions Bank
Corporate Trust Department
150 Fourth Avenue North
Suite 1500, 15th floor
Nashville, TN 37219

615.770.4359
inna.culp@regions.com

Bookkeeping Requirements

The Sales Resolution and other documents associated with this loan require the Water system to maintain a local account necessary to manage funds associated with this transaction. A new account **does not** need to be established, but the account must be designated.

Annual Reports

Under the Assistance Agreement, you have agreed to provide audited financial statements and other financial information as requested within 120 days of the completion of a fiscal year.

On behalf of the finance team and the Kentucky Rural Water Association, we appreciate your support of the Kentucky Rural Water Finance Corporation. Please feel free to call me with any questions that you have. I can be reached directly at 859-232-8249, and toll-free at 800-937-0160.

Sincerely,

Kristen Millard

Kristen Millard

Enclosures

cc: Ms. Inna Culp, Regions Bank
Mr. Gary Larimore, Kentucky Rural Water Finance Corporation
Mr. Christian Juckett, Rubin & Hays

TAX FORMS

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ **Do not enter social security numbers on this form as it may be made public.**

▶ **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2020

Open to Public Inspection

A For the 2020 calendar year, or tax year beginning , 2020, and ending , 20

B Check if applicable:
- ☐ Address change
- ☐ Name change
- ☐ Initial return
- ☐ Final return/terminated
- ☐ Amended return
- ☐ Application pending

C Name of organization: Rowan Water Inc

Doing business as

Number and street (or P.O. box if mail is not delivered to street address): 1765 Christy Creek | Room/suite

City or town, state or province, country, and ZIP or foreign postal code: Morehead, KY 40351

D Employer identification number: 61-0701413

E Telephone number: (606)784-9818

G Gross receipts $ 3,827,165

F Name and address of principal officer:

H(a) Is this a group return for subordinates? ☐ Yes ☒ No

H(b) Are all subordinates included? ☐ Yes ☐ No

If "No," attach a list. See instructions

H(c) Group exemption number ▶

I Tax-exempt status: ☐ 501(c)(3) ☒ 501(c) (12) ◀ (insert no.) ☐ 4947(a)(1) or ☐ 527

J Website: ▶ N/A

K Form of organization: ☒ Corporation ☐ Trust ☐ Association ☐ Other ▶

L Year of formation: 1968

M State of legal domicile: KY

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: PROVIDE WATER SERVICE TO RESIDENTS IN THE ROWAN COUNTY AREA

2 Check this box ▶ ☐ if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	5
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
5	Total number of individuals employed in calendar year 2020 (Part V, line 2a)	5	11
6	Total number of volunteers (estimate if necessary)	6	
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0
b	Net unrelated business taxable income from Form 990-T, Part I, line 11	7b	0

			Prior Year	Current Year
Revenue	8	Contributions and grants (Part VIII, line 1h)	71,967	500,675
	9	Program service revenue (Part VIII, line 2g)	2,889,030	3,100,581
	10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)	19,271	(209,892)
	11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)	184,512	168,699
	12	Total revenue - add lines 8 through 11 (must equal Part VIII, column (A), line 12)	3,164,780	3,560,063
Expenses	13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		0
	14	Benefits paid to or for members (Part IX, column (A), line 4)		0
	15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	873,582	867,537
	16a	Professional fundraising fees (Part IX, column (A), line 11e)		0
	b	Total fundraising expenses (Part IX, column (D), line 25) ▶ 0		
	17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	2,752,976	2,609,767
	18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	3,626,558	3,477,304
	19	Revenue less expenses. Subtract line 18 from line 12	(461,778)	82,759
			Beginning of Current Year	**End of Year**
Net Assets or Fund Balances	20	Total assets (Part X, line 16)	11,808,610	12,975,513
	21	Total liabilities (Part X, line 26)	5,753,939	6,838,083
	22	Net assets or fund balances. Subtract line 21 from line 20	6,054,671	6,137,430

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Jerry Patrick
Signature of officer | Date

Jerry Patrick, General Manager
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Natalie Millhuff-Stang	Natalie Millhuff-Stang	10-29-2021		P00970319

Firm's name ▶ Millhuff Stang CPA Inc | Firm's EIN ▶

Firm's address ▶ 1428 Gallia Street, Portsmouth OH 45662 | Phone no. 740-876-8548

May the IRS discuss this return with the preparer shown above? (see instructions) ☒ Yes ☐ No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III . . . ☐

1 Briefly describe the organization's mission:

PROVIDE WATER SERVICE TO RESIDENTS IN THE ROWAN COUNTY AREA

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? . . . ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? . . . ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 2,724,013 including grants of $) (Revenue $ 3,100,581)

PROVIDE WATER SERVICE TO RESIDENTS IN THE ROWAN COUNTY AREA

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe on Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ▶ 2,724,013

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If "Yes," complete Schedule A*	1		X
2	Is the organization required to complete *Schedule B, Schedule of Contributors* See instructions?	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If "Yes," complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If "Yes," complete Schedule C, Part II*	4		
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If "Yes," complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If "Yes," complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If "Yes," complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If "Yes," complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If "Yes," complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in donor-restricted endowments or in quasi endowments? *If "Yes," complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is "Yes," then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If "Yes," complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments - other securities in Part X, line 12, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments - program related in Part X, line 13, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15, that is 5% or more of its total assets reported in Part X, line 16? *If "Yes," complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If "Yes," complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If "Yes," complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If "Yes," complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If "Yes," and if the organization answered "No" to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If "Yes," complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If "Yes," complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If "Yes," complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If "Yes," complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If "Yes," complete Schedule G, Part I* See instructions	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If "Yes," complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If "Yes," complete Schedule G, Part III*	19		X
20 a	Did the organization operate one or more hospital facilities? *If "Yes," complete Schedule H*	20a		X
b	If "Yes" to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If "Yes," complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If "Yes," complete Schedule I, Parts I and III*	22		X
23	Did the organization answer "Yes" to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If "Yes," complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If "Yes," answer lines 24b through 24d and complete Schedule K. If "No," go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an "on behalf of" issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If "Yes," complete Schedule L, Part I*	25a		
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If "Yes," complete Schedule L, Part I*	25b		
26	Did the organization report any amount on Part X, line 5 or 22, for receivables from or payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member or any of these persons? *If "Yes," complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity (including an employee thereof) or family member of any of these persons? *If "Yes," complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions, for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, key employee, creator or founder, or substantial contributor? *If "Yes," complete Schedule L, Part IV*	28a		X
b	A family member of any individual described in line 28a? *If "Yes," complete Schedule L, Part IV*	28b		X
c	A 35% controlled entity of one or more individuals and/or organizations described in lines 28a or 28b? *If "Yes," complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If "Yes," complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If "Yes," complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If "Yes," complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If "Yes," complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If "Yes," complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If "Yes," complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If "Yes" to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If "Yes," complete Schedule R, Part V, line 2*	35b		X
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If "Yes," complete Schedule R, Part V, line 2*	36		
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If "Yes," complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note:** All Form 990 filers are required to complete Schedule O.	38	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

					Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	6			
b	Enter the number of Form W-2G included in line 1a. Enter -0- if not applicable	1b	0			
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?			1c	X	

Part V Statements Regarding Other IRS Filings and Tax Compliance *(continued)*

				Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 11			
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?		2b	X	
	Note: If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)				
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?		3a		X
b	If "Yes," has it filed a Form 990-T for this year? *If "No" to line 3b, provide an explanation on Schedule O*		3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?		4a		X
b	If "Yes," enter the name of the foreign country ▶				
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).				
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?		5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?		5b		X
c	If "Yes" to line 5a or 5b, did the organization file Form 8886-T?		5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?		6a		X
b	If "Yes," did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?		6b		
7	**Organizations that may receive deductible contributions under section 170(c).**				
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?		7a		X
b	If "Yes," did the organization notify the donor of the value of the goods or services provided?		7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?		7c		X
d	If "Yes," indicate the number of Forms 8282 filed during the year	7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?		7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?		7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?		7g		X
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?		7h		X
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?		8		X
9	**Sponsoring organizations maintaining donor advised funds.**				
a	Did the sponsoring organization make any taxable distributions under section 4966?		9a		X
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?		9b		
10	**Section 501(c)(7) organizations.** Enter:				
a	Initiation fees and capital contributions included on Part VIII, line 12	10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities	10b			
11	**Section 501(c)(12) organizations.** Enter:				
a	Gross income from members or shareholders	11a 3,100,581			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.)	11b 726,584			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?		12a		
b	If "Yes," enter the amount of tax-exempt interest received or accrued during the year	12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**				
a	Is the organization licensed to issue qualified health plans in more than one state?		13a		
	Note: See the instructions for additional information the organization must report on Schedule O.				
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans	13b			
c	Enter the amount of reserves on hand	13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?		14a		X
b	If "Yes," has it filed a Form 720 to report these payments? *If "No," provide an explanation on Schedule O*		14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year?		15		X
	If "Yes," see instructions and file Form 4720, Schedule N.				
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income?		16		X
	If "Yes," complete Form 4720, Schedule O.				

Part VI **Governance, Management, and Disclosure** *For each "Yes" response to lines 2 through 7b below, and for a "No" response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI . . . . . . [X]

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year . . . 1a: 5			
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain on Schedule O.			
b	Enter the number of voting members included in line 1a, above, who are independent . . . 1b: 5			
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6	X	
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b	X	
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If "Yes," provide the names and addresses on Schedule O*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If "Yes," did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a	X	
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990.			
12a	Did the organization have a written conflict of interest policy? *If "No," go to line 13*	12a		X
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b		
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If "Yes," describe in Schedule O how this was done*	12c		
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If "Yes" to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If "Yes," did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ▶

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

[ ] Own website [ ] Another's website [X] Upon request [ ] Other *(explain on Schedule O)*

19 Describe on Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year.

20 State the name, address, and telephone number of the person who possesses the organization's books and records ▶

Jerry Patrick (606)784-9818, 1765 Christy Creek, Morehead, KY 40351

Part VII **Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors**

Check if Schedule O contains a response or note to any line in this Part VII . . . . ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of "key employee."
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

See instructions for the order in which to list the persons above.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee): Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(1) Jerry Patrick General Manager	40.00				X			64,610	0	0
(2) Enoch Blair Secretary/Treasurer	3.00			X				6,355	0	0
(3) Larry Johnson President	3.00			X				5,617	0	0
(4) Mike Collins Director	3.00	X						4,871	0	0
(5) Randy Cox Director	3.00	X						4,871	0	0
(6) Danny Stevens Vice President	3.00			X				4,871	0	0
(7)										
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII **Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees** *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position: Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former	(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1b Subtotal ▶										
c Total from continuation sheets to Part VII, Section A ▶										
d Total (add lines 1b and 1c) ▶								91,195	0	0

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ▶ 0

			Yes	No
3	Did the organization list any **former** officer, director, trustee, key employee, or highest compensated employee on line 1a? *If "Yes," complete Schedule J for such individual*	3		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If "Yes," complete Schedule J for such individual*	4		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If "Yes," complete Schedule J for such person*	5		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ▶

Part VIII **Statement of Revenue**

Check if Schedule O contains a response or note to any line in this Part VIII . . . ☐

				(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512–514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns	1a					
	b Membership dues	1b	675				
	c Fundraising events	1c					
	d Related organizations	1d					
	e Government grants (contributions)	1e	500,000				
	f All other contributions, gifts, grants, and similar amounts not included above	1f					
	g Noncash contributions included in lines 1a-1f	1g	$				
	h **Total.** Add lines 1a-1f ▶			500,675			
Program Service Revenue			Business Code				
	2a Water Sales and Related		221000	3,100,581	3,100,581		
	b						
	c						
	d						
	e						
	f All other program service revenue						
	g **Total.** Add lines 2a-2f ▶			3,100,581			
Other Revenue	3 Investment income (including dividends, interest, and other similar amounts) ▶			57,210	57,210		
	4 Income from investment of tax-exempt bond proceeds ▶						
	5 Royalties ▶						
			(i) Real / (ii) Personal				
	6a Gross rents	6a					
	b Less: rental expenses	6b					
	c Rental income or (loss)	6c					
	d Net rental income or (loss) ▶						
			(i) Securities / (ii) Other				
	7a Gross amount from sales of assets other than inventory	7a					
	b Less: cost or other basis and sales expenses	7b	(ii) 267,102				
	c Gain or (loss)	7c	(ii) (267,102)				
	d Net gain or (loss) ▶			(267,102)	(267,102)		
	8a Gross income from fundraising events (not including $ ____ of contributions reported on line 1c). See Part IV, line 18	8a					
	b Less: direct expenses	8b					
	c Net income or (loss) from fundraising events ▶						
	9a Gross income from gaming activities, See Part IV, line 19	9a					
	b Less: direct expenses	9b					
	c Net income or (loss) from gaming activities ▶						
	10a Gross sales of inventory, less returns and allowances	10a					
	b Less: cost of goods sold	10b					
	c Net income or (loss) from sales of inventory ▶						
Miscellaneous Revenue			Business Code				
	11a OTHER NONOPERATING INCO		221000	168,699	168,699		
	b						
	c						
	d All other revenue						
	e **Total.** Add lines 11a-11d ▶			168,699			
	12 **Total revenue.** See instructions ▶			3,560,063	3,059,388	0	0

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX . . . ☐

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	91,195		91,195	
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)				
7 Other salaries and wages	436,875	305,905	130,970	
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits	297,135	181,252	115,883	
10 Payroll taxes	42,332	25,823	16,509	
11 Fees for services (nonemployees):				
a Management				
b Legal				
c Accounting	19,615		19,615	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)	101,585	101,585		
12 Advertising and promotion				
13 Office expenses	14,547		14,547	
14 Information technology				
15 Royalties				
16 Occupancy	120,954	120,954		
17 Travel	31,074	31,074		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest	198,270		198,270	
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	576,277	564,751	11,526	
23 Insurance	42,329		42,329	
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses on line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a COST OF WATER	1,283,767	1,283,767		
b Repairs and Maintenance	78,994	78,994		
c MISC	132,924	29,908	103,016	
d				
e All other expenses	9,431		9,431	
25 **Total functional expenses.** Add lines 1 through 24e	3,477,304	2,724,013	753,291	0
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ▶ ☐ if following SOP 98-2 (ASC 958-720)				

Part X **Balance Sheet**

Check if Schedule O contains a response or note to any line in this Part X . . . . ☐

			(A) Beginning of year		(B) End of year
Assets	1	Cash - non-interest-bearing	472,475	1	470,964
	2	Savings and temporary cash investments		2	
	3	Pledges and grants receivable, net		3	
	4	Accounts receivable, net	280,034	4	377,833
	5	Loans and other receivables from any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), and persons described in section 4958(c)(3)(B)		6	
	7	Notes and loans receivable, net		7	
	8	Inventories for sale or use	129,951	8	171,240
	9	Prepaid expenses and deferred charges		9	
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D — 10a: 21,894,535			
	b	Less: accumulated depreciation — 10b: 10,243,234	10,589,162	10c	11,651,301
	11	Investments - publicly traded securities		11	
	12	Investments - other securities. See Part IV, line 11		12	
	13	Investments - program-related. See Part IV, line 11		13	
	14	Intangible assets		14	
	15	Other assets. See Part IV, line 11	336,988	15	304,175
	16	**Total assets.** Add lines 1 through 15 (must equal line 33)	11,808,610	16	12,975,513
Liabilities	17	Accounts payable and accrued expenses	643,318	17	436,574
	18	Grants payable		18	
	19	Deferred revenue		19	
	20	Tax-exempt bond liabilities		20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D		21	
	22	Loans and other payables to any current or former officer, director, trustee, key employee, creator or founder, substantial contributor, or 35% controlled entity or family member of any of these persons		22	
	23	Secured mortgages and notes payable to unrelated third parties	5,008,711	23	6,283,869
	24	Unsecured notes and loans payable to unrelated third parties		24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D	101,910	25	117,640
	26	**Total liabilities.** Add lines 17 through 25	5,753,939	26	6,838,083
Net Assets or Fund Balances		**Organizations that follow FASB ASC 958, check here ▶ ☒ and complete lines 27, 28, 32, and 33.**			
	27	Net assets without donor restrictions	6,054,671	27	6,120,363
	28	Net assets with donor restrictions		28	17,067
		Organizations that do not follow FASB ASC 958, check here ▶ ☐ and complete lines 29 through 33.			
	29	Capital stock or trust principal, or current funds		29	
	30	Paid-in or capital surplus, or land, building, or equipment fund		30	
	31	Retained earnings, endowment, accumulated income, or other funds		31	
	32	Total net assets or fund balances	6,054,671	32	6,137,430
	33	Total liabilities and net assets/fund balances	11,808,610	33	12,975,513

Part XI **Reconciliation of Net Assets**

Check if Schedule O contains a response or note to any line in this Part XI . . . ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	3,560,063
2	Total expenses (must equal Part IX, column (A), line 25)	2	3,477,304
3	Revenue less expenses. Subtract line 2 from line 1	3	82,759
4	Net assets or fund balances at beginning of year (must equal Part X, line 32, column (A))	4	6,054,671
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain on Schedule O)	9	0
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 32, column (B))	10	6,137,430

Part XII **Financial Statements and Reporting**

Check if Schedule O contains a response or note to any line in this Part XII . . . ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other If the organization changed its method of accounting from a prior year or checked "Other," explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If "Yes," check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If "Yes" to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c	X	
	If the organization changed either its oversight process or selection process during the tax year, explain on Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a	X	
b	If "Yes," did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why on Schedule O and describe any steps taken to undergo such audits	3b	X	

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

▶ Complete if the organization answered "Yes" on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
▶ Attach to Form 990.
▶ Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047
2020
Open to Public Inspection

Name of the organization: Rowan Water Inc
Employer identification number: 61-0701413

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.
Complete if the organization answered "Yes" on Form 990, Part IV, line 6.

		(a) Donor advised funds	(b) Funds and other accounts
1	Total number at end of year		
2	Aggregate value of contributions to (during year)		
3	Aggregate value of grants from (during year)		
4	Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.
Complete if the organization answered "Yes" on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).
- ☐ Preservation of land for public use (e.g., recreation or education)
- ☐ Protection of natural habitat
- ☐ Preservation of open space
- ☐ Preservation of a historically important land area
- ☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

			Held at the End of the Tax Year
a	Total number of conservation easements	2a	
b	Total acreage restricted by conservation easements	2b	
c	Number of conservation easements on a certified historic structure included in (a)	2c	
d	Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ▶

4 Number of states where property subject to conservation easement is located ▶

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ▶ $

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.
Complete if the organization answered "Yes" on Form 990, Part IV, line 8.

1a If the organization elected, as permitted under FASB ASC 958, not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under FASB ASC 958, to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ▶ $

(ii) Assets included in Form 990, Part X ▶ $

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under FASB ASC 958 relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ▶ $

b Assets included in Form 990, Part X ▶ $

Part III **Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets** *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that make significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? . . . ☐ Yes ☐ No

Part IV **Escrow and Custodial Arrangements.**
Complete if the organization answered "Yes" on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII and complete the following table:

			Amount
c	Beginning balance	1c	
d	Additions during the year	1d	
e	Distributions during the year	1e	
f	Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? . . . ☐ Yes ☐ No

b If "Yes," explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII . . . ☐

Part V **Endowment Funds.**
Complete if the organization answered "Yes" on Form 990, Part IV, line 10.

		(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a	Beginning of year balance					
b	Contributions					
c	Net investment earnings, gains, and losses					
d	Grants or scholarships					
e	Other expenditures for facilities and programs					
f	Administrative expenses					
g	End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ▶ ______ %
b Permanent endowment ▶ ______ %
c Term endowment ▶ ______ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

			Yes	No
(i)	Unrelated organizations	3a(i)		
(ii)	Related organizations	3a(ii)		
b	If "Yes" on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI **Land, Buildings, and Equipment.**
Complete if the organization answered "Yes" on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

	Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a	Land	220,715			220,715
b	Buildings	899,538		244,110	655,428
c	Leasehold improvements				
d	Equipment	2,209,435		1,327,514	881,921
e	Other STMD1E	18,564,847		8,671,610	9,893,237
Total.	Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ▶				11,651,301

Part VII Investments - Other Securities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 12.)* ▶		

Part VIII Investments - Program Related.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 13.)* ▶		

Part IX Other Assets.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1) RESTRICTED CASH	303,130
(2) UTILITY DEPOSITS	1,045
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 15.)* ▶	304,175

Part X Other Liabilities.

Complete if the organization answered "Yes" on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

1. (a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) CUSTOMER DEPOSITS	117,640
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
Total. *(Column (b) must equal Form 990, Part X, col. (B) line 25.)* ▶	117,640

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FASB ASC 740. Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements			1	3,560,063
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:				
a	Net unrealized gains (losses) on investments	2a			
b	Donated services and use of facilities	2b			
c	Recoveries of prior year grants	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	3,560,063
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total revenue. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 12.)*			5	3,560,063

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.
Complete if the organization answered "Yes" on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements			1	3,477,304
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:				
a	Donated services and use of facilities	2a			
b	Prior year adjustments	2b			
c	Other losses	2c			
d	Other (Describe in Part XIII.)	2d			
e	Add lines **2a** through **2d**			2e	
3	Subtract line **2e** from line **1**			3	3,477,304
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:				
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a			
b	Other (Describe in Part XIII.)	4b			
c	Add lines **4a** and **4b**			4c	
5	Total expenses. Add lines **3** and **4c.** *(This must equal Form 990, Part I, line 18.)*			5	3,477,304

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Supplemental Information to Form 990 or 990-EZ

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Go to *www.irs.gov/Form990* for the latest information.

OMB No. 1545-0047
2020
Open to Public Inspection

Name of the organization	Employer identification number
Rowan Water Inc	61-0701413

01. Members or stockholder classes and rights (Part VI, line 6)

All customers are members of the organization

02. Form 990 governing body review (Part VI, line 11)

The examination and discussion of each year's form 990 is placed on the agenda of the regular monthly board meeting. The 990 is thoroughly reviewed at that meeting, necessary changes made - if any, and approved by the board.

03. Governing documents, etc, available to public (Part VI, line 19)

Up to the present, records are made available only upon request.

FOR YOUR RECORDS ONLY
Federal Supporting Statements

2020 PG01

Name(s) as shown on return: Rowan Water Inc

Tax ID Number: 61-0701413

Form 990 - Schedule D - Part VI - Line 1e
Investments - Other

Statement #D1e

Description of Investment	Cost/basis (Investment)	Cost/basis (Other)	Depr	Book Value
Transmission & Distribution	18,564,847	0	8,671,610	9,893,237
Total	**18,564,847**	**0**	**8,671,610**	**9,893,237**

Form **8879-EO**

Department of the Treasury
Internal Revenue Service

IRS *e-file* Signature Authorization for an Exempt Organization

For calendar year 2020, or fiscal year beginning __________, and ending __________

▶ **Do not send to the IRS. Keep for your records.**

▶ **Go to *www.irs.gov/Form8879EO* for the latest information.**

OMB No. 1545-0047

2020

Name of exempt organization or person subject to tax	Taxpayer identification number
Rowan Water Inc	61-0701413

Name and title of officer or person subject to tax

Jerry Patrick, General Manager

Part I Type of Return and Return Information (Whole Dollars Only)

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line **1a, 2a, 3a, 4a, 5a, 6a,** or **7a,** below, and the amount on that line for the return being filed with this form was blank, then leave line **1b, 2b, 3b, 4b, 5b, 6b,** or **7b,** whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. **Do not** complete more than one line in Part I.

1a	**Form 990** check here ▶ [X]	**b** **Total revenue,** if any (Form 990, Part VIII, column (A), line 12)	**1b**	3,560,063
2a	**Form 990-EZ** check here ▶ [ ]	**b** **Total revenue,** if any (Form 990-EZ, line 9)	**2b**	
3a	**Form 1120-POL** check here ▶ [ ]	**b** **Total tax** (Form 1120-POL, line 22)	**3b**	
4a	**Form 990-PF** check here ▶ [ ]	**b** **Tax based on investment income** (Form 990-PF, Part VI, line 5)	**4b**	
5a	**Form 8868** check here ▶ [ ]	**b** **Balance due** (Form 8868, line 3c)	**5b**	
6a	**Form 990-T** check here ▶ [ ]	**b** **Total tax** (Form 990-T, Part III, line 4)	**6b**	
7a	**Form 4720** check here ▶ [ ]	**b** **Total tax** (Form 4720, Part III, line 1)	**7b**	

Part II Declaration and Signature Authorization of Officer or Person Subject to Tax

Under penalties of perjury, I declare that [ ] I am an officer of the above organization or [ ] I am a person subject to tax with respect to (name of organization) __________________, (EIN) __________ and that I have examined a copy of the 2020 electronic return and accompanying schedules and statements, and, to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the return to the IRS and to receive from the IRS **(a)** an acknowledgement of receipt or reason for rejection of the transmission, **(b)** the reason for any delay in processing the return or refund, and **(c)** the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment. I have selected a personal identification number (PIN) as my signature for the electronic return and, if applicable, the consent to electronic funds withdrawal.

PIN: check one box only

[X] I authorize Millhuff Stang CPA Inc (**ERO firm name**) to enter my PIN 20202 (**Enter five numbers, but do not enter all zeros**) as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

[ ] As an officer or person subject to tax with respect to the organization, I will enter my PIN as my signature on the tax year 2020 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Signature of officer or person subject to tax ▶ Date ▶ 10-29-2021

Part III Certification and Authentication

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN. 315731 20202

Do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2020 electronically filed return indicated above. I confirm that I am submitting this return in accordance with the requirements of **Pub. 4163**, Modernized e-File (MeF) Information for Authorized IRS *e-file* Providers for Business Returns.

ERO's signature ▶ Natalie Millhuff-Stang Date ▶ 10-29-2021

ERO Must Retain This Form - See Instructions
Do Not Submit This Form to the IRS Unless Requested To Do So

INFORMATION FOR PRO FORMA ADJUSTMENT

MATERIALS AND SUPPLIES

906.94	+
453.47	+
203.65	+
126.95	+
281.75	+
420.71	+
333.84	+
2,409.99	+
253.00	+
204.20	+
265.00	+
181.26	+
114.48	+
159.00	+
5,995.95	+
499.66	+
3,626.73	+
1,274.15	+
157.37	+
779.80	+
1,037.74	+
3,927.05	+
730.34	+
150.16	+
13,078.28	+
486.32	+
7,529.18	+
223.11	+
935.81	+
212.00	+
1,120.89	+
152.64	+
636.64	+
67.84	+
307.40	+
1,177.85	+
184.44	+
415.18	+
680.52	+
345.22	+
2,077.60	+
381.88	+
54,505.99	T

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
3/04/2022

INVOICE NUMBER
2820443-000-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	3/04/2022	CPS-TROUTVILLE

Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6	6		30012	3/4 WILKINS 600XL HR LUSC PRV	142.60	EA	855.60
				STATE SALES TAX - KENTUCKY			51.34

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 906.94

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

lated Pipe & Supply Co., Inc.

NEY BRANCH IND PARK
KY 41214

INVOICE DATE
3/04/2022

104

Original Invoice

INVOICE NUMBER
2820444-000-000

PAGE
1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

AN WATER INC
5 CHRISTY CREEK
REHEAD KY 40351

JOB:

rder No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
AID	DESTINATION	3/04/2022	CPS-JACKSON

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
3		30012	3/4 WILKINS 600XL HR LUSC PRV	142.60	EA	427.80
			1Z3545530349604095			
			STATE SALES TAX - KENTUCKY			25.67

verned by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 453.47

EPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

0180

10 SERVICE PUMP -HUNTINGTON
(304) 429-6731
FAX: (304) 429-6736
1111 VERNON STREET
HUNTINGTON, WV 25704

SERVICE PUMP & SUPPLY

REMIT TO
Service Pump & Supply Co., Inc.
PO Box 2097
Huntington, WV 25721

Invoice

INVOICE #	CI-0000019987
LOCATION	
DATE	03-03-2022
PAGE	1

BILL TO
ROWAN WATER, INC.
1765 CHRISTY CREEK
MOREHEAD, KY 40351
USA

SHIP TO
ROWAN WATER, INC.
1765 CHRISTY CREEK
MOREHEAD KY 40351
USA

ORDER NUMBER	ORDER DATE	CUSTOMER P/O NUMBER	PAYMENT TERMS
SO-0000017673	01-25-2022	verbal Ronnie 606-776-7490	NET 30
WRITTEN BY finance user		CONTACT	SHIP VIA 01 - UPS GROUND DELIVERY
FREIGHT TERMS 03 - Inbound & Outbound		JOB NUMBER	SALES REP Ron Keesee
NOTES			

PRODUCT / DESCRIPTION	TOTAL ORDERED	TOTAL SHIPPED	CURRENT FULFILLMENT	PRICE	Allowance	U/M	EXTENSION
FREIGHT FREIGHT	1.0	1.0	1.0	$0.00	$27.12	EA	$27.12
9K520 TRANSDUCER, CENTRIPRO 0.5-4.5V, 300PSI MSI	1.0	1.0	1.0	$165.00	$0.00	EA	$165.00

ROWAN WATER, INC. 142966

0180 Service Pump And Supply, Inc. *CK DT:* 03/14/22 *CK # 142966*

Inv Date	*Invoice Number*	*Invoice Balance*	*Discount*	*Net Payment*
3/3/2022	C1-0000019987	203.65	0.00	203.65
		203.65	0.00	203.65

9039

Professional Printing • 859-296-1622 **Order # 3533604-1**

MERCHANDISE TOTAL	TAX	INVOICE TOTAL
192.12	11.53	203.65

**** Credit Card Sales Subject to 4% Processing Fee ****

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
2/12/2022

Original Invoice

INVOICE NUMBER
2812441-001-000

PAGE
1 OF 1

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

0104

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	2/12/2022	CPS-DEBORD

Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
4	8	8		31842	3/4 FORD PTM-1 MIPXINSRT ADPT LEAD FREE	14.97	EA	119.76
					STATE SALES TAX - KENTUCKY			7.19

ROW

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 126.95

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
INVFP

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
2/09/2022

Original Invoice

INVOICE NUMBER
2820251-000-000

PAGE
1 OF 1

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

0104

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	2/09/2022	CPS-SOMERSET

Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
3	3		231087	8X1 FORD S70-804 8X1CC BRASS SDL	88.60	EA	265.80
				1Z4E02R10394876982			
				STATE SALES TAX - KENTUCKY			15.95

Invoice Amount 281.75

...X 2153 BIRMINGHAM, AL. 35287-3147

ated Pipe & Supply Co., Inc.

Y BRANCH IND PARK
KY 41214

INVOICE DATE
3/09/2022

INVOICE NUMBER
2820478-000-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

WATER INC
HRISTY CREEK
AD KY 40351

JOB:

	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
	SHIPPING POINT	3/09/2022	CPS-TROUTVILLE

ed	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6		30000	3/4 WILKINS #600 XLLUSC PRV LEAD FREE	66.15	EA	396.90
			STATE SALES TAX - KENTUCKY			23.81

ed Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 420.71

2153 BIRMINGHAM, AL. 35287-3147

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
3/14/2022

INVOICE NUMBER
2812046-001-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	3/14/2022	CPS-DEBORD

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6		39784	1 FORD F1000-4G-NL CORP STOP LEAD FREE	52.49	EA	314.94
			STATE SALES TAX - KENTUCKY			18.90

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 333.84

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

lated Pipe & Supply Co., Inc.

NEY BRANCH IND PARK
KY 41214

INVOICE DATE
3/14/2022

INVOICE NUMBER
2820146-000-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

AN WATER INC
5 CHRISTY CREEK
EHEAD KY 40351

JOB:

der No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
D	DESTINATION	3/14/2022	CPS-DEBORD

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6		262794	6 FORD FC2W-6-L12-SH ULTRA FLEX CPLG	378.93	EA	2273.58
			STATE SALES TAX - KENTUCKY			136.41

ned by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 2,409.99

T. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

ted Pipe & Supply Co., Inc.

Y BRANCH IND PARK
KY 41214

INVOICE DATE
3/14/2022

Original Invoice

INVOICE NUMBER
2820217-000-000

PAGE
1 OF 1

Account No.
280113

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

N WATER INC
CHRISTY CREEK

EHEAD KY 40351

JOB:

der No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
D	DESTINATION	3/14/2022	CPS-DEBORD

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
3		237850	6 FORD F1-745-7.5 REPR CLMP 7.05-7.4	79.56	EA	238.68
			STATE SALES TAX - KENTUCKY			14.32

s Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 253.00

O: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147 ed Pipe & Supply Co., Inc.

Y BRANCH IND PARK
KY 41214

INVOICE DATE
3/14/2022

INVOICE NUMBER
2820260-000-000

PAGE
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Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

WATER INC
CHRISTY CREEK

HEAD KY 40351

JOB:

No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
	DESTINATION	3/14/2022	CPS-DEBORD

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
0	6	32536	3/4X1 FORD PTM-21-NL MIPXINSRT ADPT	23.61	EA	.00
4		238518	1-1/2 HARCO REPR CPLG	17.35	EA	69.40
4		219348	2X1-1/2 HARCO PVC RED	30.81	EA	123.24
			STATE SALES TAX - KENTUCKY			11.56

overned by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 204.20

DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
3/17/2022

INVOICE NUMBER
2820497-000-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351 0104

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	3/17/2022	CPS-DEBORD

Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
1	2	2		257532	4FT TRUMBULL 367-5018 T-HNDL KEY F/2"OP NT	125.00	EA	250.00
					STATE SALES TAX - KENTUCKY			15.00

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount	265.00

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

lidated Pipe & Supply Co., Inc.

HONEY BRANCH IND PARK
RD KY 41214

INVOICE DATE
3/21/2022

Original Invoice

INVOICE NUMBER
2820523-000-000

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Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

OWAN WATER INC
765 CHRISTY CREEK
MOREHEAD KY 40351

JOB:

mer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
REPAID	DESTINATION	3/21/2022	CPS-HOUSTON-UTIL

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6	6		35656	3/4 STD 125 BRASS TEE SE LEAD FREE	5.00	EA	30.00
12	12		243284	1 FORD GJN4-4 GRIP NT	11.75	EA	141.00
				1Z70R3590395043616			
				STATE SALES TAX - KENTUCKY			10.26

ale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 181.26

IT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147 lidated Pipe & Supply Co., Inc.

HONEY BRANCH IND PARK
RD KY 41214

INVOICE DATE
3/22/2022

INVOICE NUMBER
2820524-000-000

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Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

DWAN WATER INC
765 CHRISTY CREEK
OREHEAD KY 40351

JOB:

er Order No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
PAID	DESTINATION	3/22/2022	CPS-MYRTLE BEACH

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
2	12		271555	5/8X3 ANTI-ROT T-HEAD BOLT W/NT	9.00	EA	108.00
				STATE SALES TAX - KENTUCKY			6.48

overned by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 114.48

DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147 *lidated Pipe & Supply Co., Inc.*

IONEY BRANCH IND PARK
RD KY 41214

INVOICE DATE
3/22/2022

INVOICE NUMBER
2820543-000-000

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Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

JOB:

WAN WATER INC
765 CHRISTY CREEK
REHEAD KY 40351

r Order No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
PAID	DESTINATION	3/22/2022	CPS-MYRTLE BEACH

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
2		220594	4 TRUMBULL CURB WRENCH 1302 #267-4294	75.00	EA	150.00
			STATE SALES TAX - KENTUCKY			9.00

ned by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 159.00

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
1/14/22	3/07/22	VERBAL/JERRY	STOCK			MARC C DELIVERD	Q224488

Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
ONHREME	M25 HRE ENCODER W/ ORION ME TRANS. 3' WIRE, TORX, FHSS	24	24		235.69000	EA	5,656.56

Freight	Delivery	Handling	Restock	Misc.

Terms: NET 30
Ordered By: JERRY

Subtotal:	5,656.56
Other:	0.00
Tax:	339.39
Invoice Total:	$5,995.95

red	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
	3/07/22	VERBAL	ORIONS			MARC C DELIVERD	Q472022

t Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
IONHREME	M25 HRE ENCODER W/ ORION ME TRANS. 3' WIRE, TORX, FHSS	2	2		235.69000	EA	471.38

Delivery	Handling	Restock	Misc.

)
ERRY

Subtotal:	471.38
Other:	0.00
Tax:	28.28
Invoice Total:	$499.66

ction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
7/22		VERBAL/JERRY METERS			MARC C DELIVERD	Q475338

Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
/BLL	M25 5/8X3/4 BARE MTR W/PT BTTM LOW LEAD COMPLIANT	48	48		71.28000	EA	3,421.44
HONHREME	M25 HRE ENCODER W/ ORION ME TRANS. 3' WIRE, TORX, FHSS	48		48	235.69000	EA	.00

Freight	Delivery	Handling	Restock	Misc.

Terms: NET 30
Ordered By: JERRY

Subtotal:	3,421.44
Other:	0.00
Tax:	205.29
Invoice Total:	$3,626.73

This transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

UTILITY SOLUTIONS LLC.
6922 US 60 WEST
MOREHEAD KY 40351

Statement

Date
3/31/2022

0955

To:
ROWAN WATER INC. 1765 CHRISTY CREEK MOREHEAD, KY 40351

Amount Due	Amount Enc.
$1,274.15	

Date	Transaction	Amount	Balance
02/28/2022	Balance forward		0.00
03/09/2022	INV #12551. Due 03/09/2022. POS Receipt# 23328	906.45	906.45
03/09/2022	INV #12552. Due 03/09/2022. POS Receipt# 23330	367.70	1,274.15

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	1,274.15	0.00	0.00	0.00	$1,274.15

ated Pipe & Supply Co., Inc.

NEY BRANCH IND PARK
KY 41214

INVOICE DATE
4/13/2022

INVOICE NUMBER
2820657-001-000

PAGE
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Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

OWAN WATER INC
765 CHRISTY CREEK

MOREHEAD KY 40351

omer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
REPAID	DESTINATION	4/13/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
3	0	3	36314	3/4 STD 125 BRASS CPLG SE 06 LEAD FREE	8.97	EA	.00
2	2		206898	4 CDI MJ 90 L/ACC	74.23	EA	148.46
				STATE SALES TAX - KENTUCKY			8.91

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 157.37

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

ated Pipe & Supply Co., Inc.

NEY BRANCH IND PARK
KY 41214

INVOICE DATE
4/13/2022

INVOICE NUMBER
2820657-000-000

PAGE
1 OF 1

Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

NAN WATER INC
65 CHRISTY CREEK

OREHEAD KY 40351

er Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
EPAID	DESTINATION	4/13/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
.2	12		258578	3/4 FORD FSC-105-3R2 FC CLMP IPS	28.92	EA	347.04
6	6		30710	3/4 STD 125 BRASS CPLG SE LEAD FREE	8.97	EA	53.82
3	0	3	36314	3/4 STD 125 BRASS CPLG SE 06 LEAD FREE	8.97	EA	.00
24	24		38562	3/4 FORD RA-2-NL REG ADPT LEAD FREE	13.95	EA	334.80
2	0	2	237177	4 CDI 06 MJ 90 L/ACC	74.23	EA	.00
				STATE SALES TAX - KENTUCKY			44.14
					Invoice Amount		779.80

Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

IIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147 'ipe & Supply Co., Inc.

ANCH IND PARK
KY 41214

INVOICE DATE
4/13/2022

INVOICE NUMBER
2820525-000-000

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Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

WATER INC
CHRISTY CREEK

.HEAD KY 40351

JOB:

·der No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
'AID	DESTINATION	4/13/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
2	0	2	231088	3X2 FORD S71-307 3X2IP BRASS SDL	123.00	EA	.00
3	3		231164	3 HARCO CL200 PVC 90 GSKT	39.00	EA	117.00
3	3		231163	2 HARCO CL200 PVC 90 GSKT	28.00	EA	84.00
2	2		242432	2 MUL A2361-23 MJ GV OL NT L/ACC	359.00	EA	718.00
6	6		36299	1X3/4 STD BRASS HEX BUSH SE 06 LEAD FREE	5.00	EA	30.00
6	6		32093	3/4X2 STD RED BRASS NIPL LEAD FREE	5.00	EA	30.00
				STATE SALES TAX - KENTUCKY			58.74

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 1,037.74

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
INVFP

ipe & Supply Co., Inc.

ANCH IND PARK
KY 41214

INVOICE DATE
4/13/2022

Original Invoice

INVOICE NUMBER
2820602-000-000

PAGE
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Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

WATER INC
CHRISTY CREEK

HEAD KY 40351

JOB:

der No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

	F.O.B.	Ship Date	Ship From
AID	DESTINATION	4/13/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
0	.0	600.0	203725	1 ENDOT SDR9 CTS WTR TBG 300 FT	54.00	CFT	.00
).0	.0	300.0	204102	1 ENDOT SDR9 CTS PE 3408 WTR TBG 100	54.00	CFT	.00
48	48		30000	3/4 WILKINS #600 XLLUSC PRV LEAD FREE	66.16	EA	3175.68
12	12		231154	2 HARCO CL200 PVC REPR CPLG GSKT	19.96	EA	239.52
12	12		35945	3/4 MUL G15403-N COMP UN	24.13	EA	289.56
				STATE SALES TAX - KENTUCKY			222.29

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount	3,927.05

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
INVFP

ipe & Supply Co., Inc.

ANCH IND PARK
KY 41214

INVOICE DATE
4/06/2022

Original Invoice

INVOICE NUMBER
2820656-000-000

PAGE 1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

0104

WATER INC
HRISTY CREEK

EAD KY 40351

JOB:

No.	Terms of Sale	Ship Via
	NET 30	UPS

D	F.O.B.	Ship Date	Ship From
	DESTINATION	4/06/2022	CPS-HOUSTON-UTIL

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
8		255166	1 FORD C47-44G GRPXPVC CPLG	42.55	EA	340.40
12		37706	3/4X1 FORD C44-34G-NL COMP CPLG W/GRIP	29.05	EA	348.60
			UPS 1Z70R3590390024128			
			STATE SALES TAX - KENTUCKY			41.34

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 730.34

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
INVFP

& Supply Co., Inc.

, IND PARK
KY 41214

INVOICE DATE
4/13/2022

Original Invoice

INVOICE NUMBER
2820260-001-000

PAGE 1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

TER INC
RISTY CREEK

AD KY 40351

.o.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

D	F.O.B.	Ship Date	Ship From
	DESTINATION	4/13/2022	CPS-DEBORD

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
6		32536	3/4X1 FORD PTM-21-NL MIPXINSRT ADPT	23.61	EA	141.66
			STATE SALES TAX - KENTUCKY			8.50

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 150.16

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

INVFP

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
4/19/2022

INVOICE NUMBER
2812425-001-000

PAGE
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Original Invoice

Account No.
280113

0104

SOLD TO:
ROWAN WATER INC
1765 CHRISTY CREEK
MOREHEAD KY 40351

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	4/19/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
100	50	50	240921	5/8X3/4 FORD TVH72-7W-44-44-G MTR STR	246.76	EA	12338.00
				STATE SALES TAX - KENTUCKY			740.28

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount	13,078.28

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

UTILITY SOLUTIONS LLC.
6922 US 60 WEST
MOREHEAD KY 40351

Statement

Date
4/30/2022

0955

To:
ROWAN WATER INC. 1765 CHRISTY CREEK MOREHEAD, KY 40351

Amount Due	Amount Enc.
$486.32	

Date	Transaction	Amount	Balance
03/31/2022	Balance forward		1,274.15
04/04/2022	INV #12639. Due 04/04/2022. POS Receipt# 23509	124.30	1,398.45
04/18/2022	PMT #143060.	-1,274.15	124.30
[illegible]/25/2022	INV #12694. Due 04/25/2022. POS Receipt# 23620	362.02	486.32

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	486.32	0.00	0.00	0.00	$486.32

MICROCOMM
15895 S. Pflumm Rd.
Olathe, KS 66062-8502
(913) 390-4500
FAX: (913) 390-4550
www.micro-comm-inc.com

INVOICE

Invoice No.: 16139
Invoice Date: 04/05/22
Due Date: 05/05/22

Customer No.: C0001837
Cust PO #: J.P.
Job #: 1000
Job Desc.: Micro-Comm Service

BILL TO:
Rowan County, KY
Rowan Water, Inc.,
1765 Christy Creek Rd
Morehead KY 40351

1041

SHIP TO:
Rowan County, KY
Rowan Water, Inc.,
1765 Christy Creek Rd
Morehead KY 40351

Sales Employee: Joshua Johnson
Contact Name: Jerry Patrick
Terms: Net 20

Ship Via:
TRACKING #: 1Z6973500357743872

T sending us your payment promptly. We appreciate your business!

	Description	Quantity	Discount %	Unit Price	Qty Shipped	Total
ory Item	Dell Optiplex, Monitor, and Speaker Bar	1.000	0.000	$ 1,955.0000	1.000	$ 1,955.00
ıry Item	CSX Upgrade from SCADview 32 with discounts	1.000	0.000	$ 3,500.0000	1.000	$ 3,500.00
ry Item	Computer Setup, Configuration, and Remote service (in house) with discounts	1.000	0.000	$ 1,150.0000	1.000	$ 1,150.00
	Hard Drive - 2 TB External	1.000	0.000	$ 168.0000	1.000	$ 168.00
/ Item	shipping	1.000	0.000	$ 130.0000	1.000	$ 130.00
	UPS, 850VA/450W APC	1.000	0.000	$ 200.0000	1.000	$ 200.00
	SCADAdial CSX Modem (new version)	1.000	0.000		1.000	
	Kingston Digital Data Traveler SE9 16GB USB	1.000	0.000		1.000	

Subtotal	$ 7,103.00
Shipping	
Tax	$ 426.18
Total	$ 7,529.18
Deposit	
Balance Due	**$ 7,529.18**

Remarks: Based On Sales Orders 22110. Based On Deliveries 11554.

PLEASE REMIT THIS AMOUNT PAST DUE BALANCES ARE SUBJECT TO LATE PAYMENT CHARGES OF 1 1/2 % PER MONTH

NOTICE TO CONTRACTORS: This invoice must be paid before services can be scheduled or provided

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
4/28/2022

Original Invoice

INVOICE NUMBER
2820559-000-000

PAGE
1 OF 1

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	**OUR TRUCK 7410**

Freight	F.O.B.	Ship Date	Ship From
PREPAID	**DESTINATION**	**4/28/2022**	**CPS-DEBORD**

Line No.	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
1	2	2		276071	FORD KEY-3-48 4FT MTR KEY	105.24	EA	210.48
					STATE SALES TAX - KENTUCKY			12.63

143161

ROWAN WATER, INC.

0104 Consolidated Pipe &Supply Co Inc. *CK DT:* 05/19/22 *CK # 143161*

Inv Date	*Invoice Number*	*Invoice Balance*	*Discount*	*Net Payment*
4/28/2022	2820559-000-000	223.11	0.00	223.11
5/12/2022	2820696-000-000	935.81	0.00	935.81
5/5/2022	2820842-000-000	212.00	0.00	212.00
5/12/2022	2820887-000-000	1,120.89	0.00	1,120.89
5/11/2022	2820889-000-000	152.64	0.00	152.64
		2,644.45	0.00	2,644.45

223.11

9039

Professional Printing • 859-296-1622 Order # 3533604-1

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
5/12/2022

Original Invoice

INVOICE NUMBER
2820696-000-000

PAGE 1 OF 1

Account No:
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	5/12/2022	CPS-DEBORD

Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
4	4		751805	6 FORD FS1-745-7.5XCC4 REPAIR CLAMP	220.71	EA	882.84
				STATE SALES TAX - KENTUCKY			52.97

pe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 935.81

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
5/05/2022

INVOICE NUMBER
2820842-000-000

PAGE 1 OF 1

Original Invoice

0104

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK
MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

reight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	5/05/2022	CPS-KNOXVILLE

d	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
400	400		202402	1 P/C CTS PLST INSERT	.50	EA	200.00
				1ZE311530340727846			
				STATE SALES TAX - KENTUCKY			12.00

solidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 212.00

). BOX 2153 BIRMINGHAM, AL. 35287-3147

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
5/12/2022

INVOICE NUMBER
2820887-000-000

PAGE 1 OF 1

Original Invoice

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

eight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	5/12/2022	CPS-DEBORD

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
5	5		258576	3/4 FORD FSC-088-3R2 FC CLMP CTS	26.04	EA	130.20
12	12		258578	3/4 FORD FSC-105-3R2 FC CLMP IPS	28.92	EA	347.04
12	12		37725	3/4 FORD C14-33G-N FIPXCTS COMP W/GRIP LEAD FREE	20.88	EA	250.56
6	6		37770	1 FORD T444-444G-NL CTS COMP TEE W/ GRIP	54.94	EA	329.64
				STATE SALES TAX - KENTUCKY			63.45

idated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 1,120.89

OX 2153 BIRMINGHAM, AL. 35287-3147

lidated Pipe & Supply Co., Inc.

HONEY BRANCH IND PARK
RD KY 41214

INVOICE DATE
5/11/2022

Original Invoice

INVOICE NUMBER
2820889-000-000

PAGE 1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

AN WATER INC
5 CHRISTY CREEK

EHEAD KY 40351

der No.	Terms of Sale	Ship Via
	NET 30	UPS

D	F.O.B.	Ship Date	Ship From
	DESTINATION	5/11/2022	CPS-HOUSTON-UTIL

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
12		243284	1 FORD GJN4-4 GRIP NT	12.00	EA	144.00
			1Z70R3590393172883			
			STATE SALES TAX - KENTUCKY			8.64

olidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 152.64

. BOX 2153 BIRMINGHAM, AL. 35287-3147

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
10/18/21	3/11/22	VERBAL/JERRY STOCK				CORE & MAIN LP	P797746

ode	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
T	18X24 TUFCOR+ METER PIT 21924 SPRINGFIELD PLASTICS	20	20		30.03000	EA	600.60
	1X100' CTS PE TUBING 250PSI PE 4710 NSF SDR-9 D2737 BLACK	500		500	.51000	FT	.00

Freight	Delivery	Handling	Restock	Misc.

Terms: NET 30
Ordered By: JERRY

Subtotal:	600.60
Other:	0.00
Tax:	36.04
Invoice Total:	$636.64

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/11/22	VERBAL/JERRY	TUBING			CORE & MAIN LP	Q356249

de	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	3/4X100' CTS PE TUBING 250PSI PE 4710 NSF SDR-9 D2737 BLACK	200	200		.32000	FT	64.00

reight	Delivery	Handling	Restock	Misc.

s: NET 30
red By: JERRY

Subtotal:	64.00
Other:	0.00
Tax:	3.84
Invoice Total:	$67.84

his transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/11/22	VERBAL/JERRY STOCK				CORE & MAIN LP	Q464747

de	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
	1X100' CTS PE TUBING 250PSI PE 4710 NSF SDR-9 D2737 BLACK	500	500		.58000	FT	290.00

eight	Delivery	Handling	Restock	Misc.

: NET 30

ed By: JERRY

Subtotal:	290.00
Other:	0.00
Tax:	17.40
Invoice Total:	$307.40

s transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

04

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/11/22	VERBAL/JERRY STOCK				CORE & MAIN LP	Q480928

de	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
	DRYTEC GRANULAR CHLORINE 5LB	30	13	17	17.61000	EA	228.93
T	18X24 TUFCOR+ METER PIT 21924 SPRINGFIELD PLASTICS	25	25		35.29000	EA	882.25

reight	Delivery	Handling	Restock	Misc.

ns: NET 30

ered By: JERRY

Subtotal:	1,111.18
Other:	0.00
Tax:	66.67
Invoice Total:	$1,177.85

his transaction is governed by and subject to CORE & MAIN's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: http://tandc.coreandmain.com/.

0004

ated Pipe & Supply Co., Inc.

NEY BRANCH IND PARK
KY 41214

INVOICE DATE
5/16/2022

Original Invoice

INVOICE NUMBER
2820920-000-000

PAGE 1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

JOB:

NAN WATER INC
65 CHRISTY CREEK
REHEAD KY 40351

r Order No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
PAID	DESTINATION	5/16/2022	CPS-BIRMINGHAM

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
5	6		94073	3/4 APOLLO 70-104-01 600 BRZ BV SE	29.00	EA	174.00
				1Z3320150392755356			
				STATE SALES TAX - KENTUCKY			10.44

...Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount	184.44

ated Pipe & Supply Co., Inc.

EY BRANCH IND PARK
KY 41214

INVOICE DATE
5/16/2022

INVOICE NUMBER
2820919-000-000

PAGE 1 OF 1

Original Invoice

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

0104

AN WATER INC
65 CHRISTY CREEK
REHEAD KY 40351

JOB:

r Order No.	Terms of Sale	Ship Via
	NET 30	UPS

	F.O.B.	Ship Date	Ship From
EPAID	DESTINATION	5/16/2022	CPS-SOMERSET

	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
2	12		34353	1 FORD C44-44G-N CTS COMP CPLG LEAD FREE	27.14	EA	325.68
6	6		35518	3/4 STD BRASS SQ HD PLUG LEAD FREE	5.00	EA	30.00
6	6		35956	1 STD BRASS SQ HD CORED PLUG LEAD FREE	6.00	EA	36.00
				STATE SALES TAX - KENTUCKY			23.50

... www.Consolidatedpipe.com

Invoice Amount 415.18

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
5/17/2022

Original Invoice

INVOICE NUMBER
2820918-000-000

PAGE
1 OF 1

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO:
ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	UPS

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	5/17/2022	CPS-DEBORD

Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
12	12		31223	1 FORD C47-44-NL CTSXPVC CPLG LEAD FREE	49.00	EA	588.00
6	6		30492	3/4 STD 125 BRASS 90 EL SE LEAD FREE	9.00	EA	54.00
				STATE SALES TAX - KENTUCKY			38.52

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount 680.52

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147

Pipe & Supply Co., Inc.

BRANCH IND PARK
KY 41214

INVOICE DATE
5/24/2022

Original Invoice

INVOICE NUMBER
2820886-000-000

PAGE
1 OF 1

Account No.
280113

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD
MOREHEAD KY 40351

0104

WATER INC
HRISTY CREEK
EAD KY 40351

JOB:

Terms of Sale	Ship Via
NET 30	UPS

F.O.B.	Ship Date	Ship From
DESTINATION	5/24/2022	CPS-SOMERSET

Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
12		34353	1 FORD C44-44G-N CTS COMP CPLG LEAD FREE	27.14	EA	325.68
			1Z4E02R10390005410			
			STATE SALES TAX - KENTUCKY			19.54
						345.22

Consolidated Pipe & Supply Co., Inc.

907 HONEY BRANCH IND PARK
DEBORD KY 41214

INVOICE DATE
5/26/2022

Original Invoice

INVOICE NUMBER
2820959-000-000

PAGE 1 OF 1

Account No.
280113

SOLD TO:

ROWAN WATER INC
1765 CHRISTY CREEK

MOREHEAD KY 40351

SHIP TO: ROWAN WATER INC
1765 CHRISTY CREEK ROAD

MOREHEAD KY 40351

JOB:

Customer Order No.	Terms of Sale	Ship Via
	NET 30	OUR TRUCK 7410

Freight	F.O.B.	Ship Date	Ship From
PREPAID	DESTINATION	5/26/2022	CPS-DEBORD

Line	Ordered	Shipped	Back Ordered	Product No.	Description	Unit Price	Per	Sales Amount
	1000.0	1000.0		207141	2 SDR21 PVC CL-200 IPS PP WHITE 20 GSKT	196.00	CFT	1960.00
					STATE SALES TAX - KENTUCKY			117.60

This Sale is Governed by Consolidated Pipe & Supply's terms & conditions of sale found at www.Consolidatedpipe.com

Invoice Amount	2,077.60

REMIT TO: DEPT. 3147 P.O. BOX 2153 BIRMINGHAM, AL. 35287-3147
INVFP

UTILITY SOLUTIONS LLC.
6922 US 60 WEST
MOREHEAD KY 40351

Statement

Date
5/31/2022

0955

To:
ROWAN WATER INC. 1765 CHRISTY CREEK MOREHEAD, KY 40351

Amount Due	Amount Enc.
$381.88	

Date	Transaction	Amount	Balance
04/30/2022	Balance forward		486.32
05/06/2022	INV #12734. Due 05/06/2022. POS Receipt# 23698	48.34	534.66
05/09/2022	INV #12743. Due 05/09/2022. POS Receipt# 23723	52.16	586.82
05/13/2022	PMT #143141.	-486.32	100.50
5/31/2022	INV #12828. Due 05/31/2022. POS Receipt# 23877	281.38	381.88

31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	$381.88

CORE & MAIN

INVOICE

Invoice #	Q481042
Invoice Date	6/15/22
Account #	089843
Sales Rep	MARK CERRIE
Phone #	859-253-3464
Branch # 114	Lexington, KY
Total Amount Due	$70,590.23

1830 Craig Park Court
St. Louis, MO 63146

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

815 1 MB 0.485 E0346X I0583 D9253961600 S2 P9087230 0001:0002

ROWAN WATER INC
1765 CHRISTY CRK
MOREHEAD KY 40351-1604

Shipped to:
STOCK #114 LEXINGTON
MOREHEAD, KY

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/07/22	6/14/22	VERBAL/JERRY	METERS			CORE & MAIN LP	Q481042

Product Code	Description	Quantity Ordered	Quantity Shipped	B/O	Price	UM	Extended Price
4307BMM25PBLL	M25 5/8X3/4 BARE MTR W/PT BTTM LOW LEAD COMPLIANT	200	200		69.00000	EA	13,800.00
4207M25ORIONHREME	M25 HRE ENCODER W/ ORION ME TRANS. 3' WIRE, TORX, FHSS	224	224		235.69000	EA	52,794.56

Freight	Delivery	Handling	Restock	Misc.

Terms: NET 30
Ordered By: JERRY

Subtotal:	**66,594.56**
Other:	**0.00**
Tax:	**3,995.67**
Invoice Total:	**$70,590.23**

INVOICE

CORE & MAIN

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	R011427
Invoice Date	6/15/22
Account #	089843
Sales Rep	MARK CERRIE
Phone #	859-253-3464
Branch # 114	Lexington, KY
Total Amount Due	$11,991.91

Remit To:
CORE & MAIN LP
PO BOX 28330
ST. LOUIS, MO 63146

815 1 MB 0.485 E0346 I0584 D9253961606 S2 P9087230 0002:0002

ROWAN WATER INC
1765 CHRISTY CRK
MOREHEAD KY 40351-1604

Backordered from:

Shipped to: 3/08/22 Q475338

STOCK #114 LEXINGTON
1765 CHRISTY CREEK
MOREHEAD, KY

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice #
3/07/22	6/14/22	VERBAL/JERRY METERS				CORE & MAIN LP	R011427

Product Code	Description	Quantity Ordered	Quantity Shipped	Quantity B/O	Price	UM	Extended Price
4207M25ORIONHREME	M25 HRE ENCODER W/ ORION ME TRANS. 3' WIRE, TORX, FHSS	48	48		235.69000	EA	11,313.12

Freight	Delivery	Handling	Restock	Misc.

Terms: NET 30
Ordered By: JERRY

Subtotal:	11,313.12
Other:	0.00
Tax:	678.79
Invoice Total:	$11,991.91

INFORMATION FOR PRO FORMA ADJUSTMENT

TRUCK LEASES

STATEMENT

ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

ROWAN WATER, INC.
1765 Christy Crk
Morehead, KY 40351

Page: 1
Statement Number: 2700
Statement Date: 06/04/2022
Customer Number: 595628
DUE UPON RECEIPT
Late if not paid by June 20th

Amount Due: $ 3,287.42

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team directly at: 1-866-556-2864

[1] Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.
The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/03/22	595628		2387QP[1]	Jerry Patrick	2387QP-0622-MR	Monthly Lease Charge	414.29		414.29
06/03/22	595628		2387QS[1]	Jerry Patrick	2387QS-0622-MR	Monthly Lease Charge	414.29		414.29
06/03/22	595628		23CDHQ[1]	Raymond Moore	23CDHQ-0622-MR	Monthly Lease Charge	567.92		567.92
06/03/22	595628		23N2LH[1]	Jerry Patrick	21260120-OT	Other Charge-See Invoice		- 105.72	- 105.72
06/03/22	595628		23N2LH[1]	Jerry Patrick	23N2LH-0622-MR	Monthly Lease Charge	115.63		115.63
						Total Outstanding -Unit # 23N2LH[1]		**$**	**9.91**
06/03/22	595628		23N3G8[1]	Dave Mason	21464867-OT	Other Charge-See Invoice	15.00		15.00
06/03/22	595628		23N3G8[1]	Dave Mason	23N3G8-0622-MR	Monthly Lease Charge	443.65		443.65
						Total Outstanding -Unit # 23N3G8[1]			**$458.65**

STATEMENT

ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Page:	2
Statement Number:	2700
Statement Date:	06/04/2022
Customer Number:	595628

ROWAN WATER, INC.
1765 Christy Crk
Morehead, KY 40351

Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due
06/03/22	595628		23N3GD¹	DANNY GLOVER	23N3GD-0622-MR	Monthly Lease Charge	525.27		525.27
06/03/22	595628		23RV8S¹	Eric Winkleman	23RV8S-0622-MR	Monthly Lease Charge	448.55		448.55
06/03/22	595628		23RV8V¹	Jerry Patrick	23RV8V-0622-MR	Monthly Lease Charge	448.54		448.54
					Total for Customer	**595628**			**$ 3,287.42**

Balance Summary
(Excluding Prepaid Charges & Prepaid Payments)

Previous Balance		$3,619.61
Current Month Charges		3,287.42
Payments Received	(1)	- 3,619.61
Adjustments Made		0.00
Finance Charges *		0.00
BALANCE DUE-Pay This		$3,287.42

*Past due Items are subject to a Finance Charge of 1.5% per Month (annual rate of 18%).

STATEMENT

ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

Page: 3
Statement Number: 2700
Statement Date: 06/04/2022
Customer Number: 595628

ROWAN WATER, INC.
1765 Christy Crk
Morehead, KY 40351

Trn Date	Cust Ref	Cost Code	Unit #	Driver	Reference Number	Description	Chgs/Dr	Pymts/Cr	Amount Due

	0-30	31-60	61-90	Over 90	Dispute	Total
# of Items	10	0	0	0	0	10
Amount	3,287.42	0.00	0.00	0.00	0.00	3,287.42

Note: This Aging Summary excludes Prepayments

Remittance Advice - Statement
Please Return With Payment

Page: 1
Statement Number: 2700
Statement Date: 06/04/2022
Customer Number: 595628
DUE UPON RECEIPT, Late if not paid by June 20th

Total Charges $3,287.42

Amount Remitted ____________

Customer:
ROWAN WATER, INC.

Mail Payment To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City, MO 64180-0089

For billing questions, please email ARBilling@efleets.com or call
the Billing Solutions Team directly at: 1-866-556-2864

Line	Cust Ref	Unit #	Invoice Number	Trn Date	Desc	Charges	Consolidated Invoice No.
1	595628	2387QP'	2387QP-0622-MR	06/03/22	Invoice	414.29	FBN4482972
2	595628	2387QS'	2387QS-0622-MR	06/03/22	Invoice	414.29	FBN4482972
3	595628	23CDHQ'	23CDHQ-0622-MR	06/03/22	Invoice	567.92	FBN4482972
4	595628	23N2LH'	21260120-OT	06/03/22	INV CREDIT	-105.72	FBN4482972
5	595628	23N2LH'	23N2LH-0622-MR	06/03/22	Invoice	115.63	FBN4482972
6	595628	23N3G8'	21464867-OT	06/03/22	Invoice	15.00	FBN4482972
7	595628	23N3G8'	23N3G8-0622-MR	06/03/22	Invoice	443.65	FBN4482972
8	595628	23N3GD'	23N3GD-0622-MR	06/03/22	Invoice	525.27	FBN4482972
9	595628	23RV8S'	23RV8S-0622-MR	06/03/22	Invoice	448.55	FBN4482972
10	595628	23RV8V'	23RV8V-0622-MR	06/03/22	Invoice	448.54	FBN4482972
					Total Due		3,287.42

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Customer:
ROWAN WATER, INC.
1765 Christy Crk
Morehead KY 40351

Page: 1
Consolidated Invoice No: FBN4459680
Invoice Date: 05/04/2022
Customer Number: 595628
Due upon receipt, late if not paid by 20th of May

AMOUNT DUE: $ 3,619.61

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team 1-866-556-2864

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Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		**2387QP**[1]	**48**	**29**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
1	05/01 - 05/31/22	Monthly Lease Charge						2387QP-0522-MR	315.87	79.47		18.95		414.29
	595628		**2387QS**[1]	**48**	**29**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
2	05/01 - 05/31/22	Monthly Lease Charge						2387QS-0522-MR	315.87	79.47		18.95		414.29
	595628		**23CDHQ**[1]	**60**	**21**	**20**	**CHEV**	**SILV**	**Raymond Moore**					
3	05/01 - 05/31/22	Monthly Lease Charge						23CDHQ-0522-MR	467.46	72.41		28.05		567.92

INVOICE

Customer: ROWAN WATER, INC.

Page: 2
Consolidated Invoice No: FBN4459680
Invoice Date: 05/04/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		23N2LH'	60	18	21	CHEV	SILV	Jerry Patrick					
4		05/01 - 05/31/22 Monthly Lease Charge						23N2LH-0522-MR	73.35	66.85		4.40		144.60
	595628		23N3G8'	60	15	21	CHEV	SILV	Dave Mason					
5		05/01 - 05/31/22 Monthly Lease Charge						23N3G8-0522-MR	315.90	108.80		18.95		443.65
6		04/12/22 RENEWAL-EFM FEE 1GB3YSEY5MF112123/KY						20916898-OT					25.00	25.00
7		04/12/22 RENEWAL-DMV FEE 1GB3YSEY5MF112123/KY						20916906-OT					172.50	172.50
				Unit Total:			23N3G8'		315.90	108.80		18.95	197.50 $	641.15
	595628		23N3GD'	60	17	21	CHEV	SILV	DANNY GLOVER					
8		05/01 - 05/31/22 Monthly Lease Charge						23N3GD-0522-MR	427.23	72.41		25.63		525.27
9		05/03/22 KY U-DRIVE-IT FEE KY U DRIVE IT TAX						21159687-OT				15.00		15.00
				Unit Total:			23N3GD'		427.23	72.41		40.63	$	540.27
	595628		23RV8S'	48	11	21	CHEV	SILV	Eric Winkleman					
10		05/01 - 05/31/22 Monthly Lease Charge						23RV8S-0522-MR	343.39	84.56		20.60		448.55
	595628		23RV8V'	48	11	21	CHEV	SILV	Jerry Patrick					
11		05/01 - 05/31/22 Monthly Lease Charge						23RV8V-0522-MR	343.38	84.56		20.60		448.54
				Total for Customer:				595628	2,602.45	648.53		171.13	197.50 $	3,619.61
		TOTAL INVOICE AMOUNT FOR CUSTOMER:						595628	2,602.45	648.53		171.13	197.50 $	3,619.61

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Customer:
ROWAN WATER, INC.
1765 Christy Crk
Morehead KY 40351

Page: 1
Consolidated Invoice No: FBN4440292
Invoice Date: 04/05/2022
Customer Number: 595628
Due upon receipt, late if not paid by 20th of April

AMOUNT DUE: $ 3,985.94

For billing questions, please email ARBilling@efleets.com or call the Billing Solutions Team 1-866-556-2864

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Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		**2387QP[1]**	**48**	**28**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
1		04/01 - 04/30/22 Monthly Lease Charge						2387QP-0422-MR	315.87	79.47		18.95		414.29
	595628		**2387QS[1]**	**48**	**28**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
2		04/01 - 04/30/22 Monthly Lease Charge						2387QS-0422-MR	315.87	79.47		18.95		414.29
3		03/15/22 LABOR: FLAT REPAIR						2387QS-032122-MM					11.00	11.00
4		03/15/22 LABOR: FLAT REPAIR						2387QS-032122-MM					7.51	7.51
5		03/15/22 PART: FLAT REPAIR						2387QS-032122-MM					1.99	1.99
6		03/15/22 SALES TAX						2387QS-032122-MM				1.23		1.23
				Unit Total:			**2387QS[1]**		**315.87**	**79.47**		**20.18**	**20.50 $**	**436.02**

INVOICE

Customer: ROWAN WATER, INC.

Page: 2
Consolidated Invoice No: FBN4440292
Invoice Date: 04/05/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		23CDHQ'	60	20	20	CHEV	SILV	Raymond Moore					
7		04/01 - 04/30/22 Monthly Lease Charge						23CDHQ-0422-MR	467.46	72.41		28.05		567.92
	595628		23N2LH'	60	17	21	CHEV	SILV	Jerry Patrick					
8		04/01 - 04/30/22 Monthly Lease Charge						23N2LH-0422-MR	73.35	66.85		4.40		144.60
	595628		23N3G8'	60	14	21	CHEV	SILV	Dave Mason					
9		04/01 - 04/30/22 Monthly Lease Charge						23N3G8-0422-MR	315.90	108.80		18.95		443.65
10		03/15/22 PERSONAL PROPERTY TAX 2022 ROWAN KY						20618971-OT				418.00		418.00
11		04/01/22 RENEWAL						20805421-OT					(172.50)	(172.50)
12		04/01/22 RENEWAL						20805422-OT					(25.00)	(25.00)
			Unit Total:					23N3G8'	315.90	108.80		436.95	(197.50) $	664.15
	595628		23N3GD'	60	16	21	CHEV	SILV	DANNY GLOVER					
13		04/01 - 04/30/22 Monthly Lease Charge						23N3GD-0422-MR	427.23	72.41		25.63		525.27
14		03/15/22 PERSONAL PROPERTY TAX 2022 ROWAN KY						20618972-OT				336.60		336.60
			Unit Total:					23N3GD'	427.23	72.41		362.23	$	861.87
	595628		23RV8S'	48	10	21	CHEV	SILV	Eric Winkleman					
15		04/01 - 04/30/22 Monthly Lease Charge						23RV8S-0422-MR	343.39	84.56		20.60		448.55
	595628		23RV8V'	48	10	21	CHEV	SILV	Jerry Patrick					
16		04/01 - 04/30/22 Monthly Lease Charge						23RV8V-0422-MR	343.38	84.56		20.60		448.54
			Total for Customer:					595628	2,602.45	648.53		911.96	(177.00) $	3,985.94
		TOTAL INVOICE AMOUNT FOR CUSTOMER: 595628							2,602.45	648.53		911.96	(177.00) $	3,985.94

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Customer:
ROWAN WATER, INC.
1765 Christy Crk
Morehead KY 40351

Page: 1
Consolidated Invoice No: FBN4419066
Invoice Date: 03/03/2022
Customer Number: 595628
Due upon receipt, late if not paid by 20th of March

AMOUNT DUE: $ 6,206.35

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Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		2387QP[1]	48	27	20	CHEV	SILV	Jerry Patrick					
1	03/01 - 03/31/22	Monthly Lease Charges						2387QP-0322-MR	315.87	79.47		18.95		414.29
2	02/22/22	TAX ON GAIN ON PRIOR						20349156-OT				314.28		314.28
				Unit Total:			2387QP[1]		315.87	79.47		333.23		$ 728.57
	595628		2387QS[1]	48	27	20	CHEV	SILV	Jerry Patrick					
3	03/01 - 03/31/22	Monthly Lease Charges						2387QS-0322-MR	315.87	79.47		18.95		414.29
4	02/22/22	TAX ON GAIN ON PRIOR						20349160-OT				314.28		314.28
				Unit Total:			2387QS[1]		315.87	79.47		333.23		$ 728.57

INVOICE

Customer: ROWAN WATER, INC.

Page: 2
Consolidated Invoice No: FBN4419066
Invoice Date: 03/03/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		**23CDHQ'**	**60**	**19**	**20**	**CHEV**	**SILV**	**Raymond Moore**					
5		03/01 - 03/31/22 Monthly Lease Charges						23CDHQ-0322-MR	467.46	72.41		28.05		567.92
6		02/22/22 TAX ON GAIN ON PRIOR						20349188-OT				314.28		314.28
			Unit Total:				**23CDHQ'**		**467.46**	**72.41**		**342.33**	$	**882.20**
	595628		**23N2LH'**	**60**	**16**	**21**	**CHEV**	**SILV**	**Jerry Patrick**					
7		03/01 - 03/31/22 Monthly Lease Charges						23N2LH-0322-MR	73.35	66.85		4.40		144.60
8		02/22/22 TAX ON GAIN ON PRIOR						20349203-OT				314.28		314.28
			Unit Total:				**23N2LH'**		**73.35**	**66.85**		**318.68**	$	**458.88**
	595628		**23N3G8'**	**60**	**13**	**21**	**CHEV**	**SILV**	**Dave Mason**					
9		03/01 - 03/31/22 Monthly Lease Charges						23N3G8-0322-MR	315.90	108.80		18.95		443.65
10		02/18/22 RENEWAL-EFM FEE 1GB3YSEY5MF112123/KY						20330770-OT					25.00	25.00
11		02/18/22 RENEWAL-DMV FEE 1GB3YSEY5MF112123/KY						20330776-OT					172.50	172.50
12		02/22/22 TAX ON GAIN ON PRIOR						20349218-OT				314.28		314.28
			Unit Total:				**23N3G8'**		**315.90**	**108.80**		**333.23**	**197.50** $	**955.43**
	595628		**23N3GD'**	**60**	**15**	**21**	**CHEV**	**SILV**	**DANNY GLOVER**					
13		03/01 - 03/31/22 Monthly Lease Charges						23N3GD-0322-MR	427.23	72.41		25.63		525.27
14		02/18/22 RENEWAL-EFM FEE 1GB3YLE77MF110788/KY						20330752-OT					25.00	25.00
15		02/18/22 RENEWAL-DMV FEE 1GB3YLE77MF110788/KY						20330761-OT					62.50	62.50
16		02/22/22 TAX ON GAIN ON PRIOR						20349228-OT				314.28		314.28
			Unit Total:				**23N3GD'**		**427.23**	**72.41**		**339.91**	**87.50** $	**927.05**
	595628		**23RV8S'**	**48**	**9**	**21**	**CHEV**	**SILV**	**Eric Winkleman**					
17		03/01 - 03/31/22 Monthly Lease Charges						23RV8S-0322-MR	343.39	84.56		20.60		448.55
18		02/22/22 TAX ON GAIN ON PRIOR						20349245-OT				314.28		314.28

INVOICE

Customer: ROWAN WATER, INC.

Page: 3
Consolidated Invoice No: FBN4419066
Invoice Date: 03/03/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model Invoice Number	Driver Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous		Total
			Unit Total:				**23RV8S'**		**343.39**	**84.56**		**334.88**		**$**	**762.83**
	595628		**23RV8V'**	**48**	**9**	**21**	**CHEV**	**SILV**	**Jerry Patrick**						
19		03/01 - 03/31/22	Monthly Lease Charges					23RV8V-0322-MR	343.38	84.56		20.60			448.54
20		02/22/22	TAX ON GAIN ON PRIOR					20349285-OT				314.28			314.28
			Unit Total:				**23RV8V'**		**343.38**	**84.56**		**334.88**		**$**	**762.82**
			Total for Customer:					**595628**	**2,602.45**	**648.53**		**2,670.37**	**285.00**	**$**	**6,206.35**
		TOTAL INVOICE AMOUNT FOR CUSTOMER:						**595628**	**2,602.45**	**648.53**		**2,670.37**	**285.00**	**$**	**6,206.35**

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Page: 1
Consolidated Invoice No: FBN4402019
Invoice Date: 02/03/2022
Customer Number: 595628
Due upon receipt, late if not paid by 20th of February

AMOUNT DUE: $ 4,160.72

Customer:
ROWAN WATER, INC.
1765 Christy Crk
Morehead KY 40351

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Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		**2387QP[1]**	**48**	**26**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
1	02/01 - 02/28/22	Monthly Lease Charges						2387QP-0222-MR	411.00	79.47		24.66		515.13
	595628		**2387QS[1]**	**48**	**26**	**20**	**CHEV**	**SILV**	**Jerry Patrick**					
2	02/01 - 02/28/22	Monthly Lease Charges						2387QS-0222-MR	411.00	79.47		24.66		515.13
	595628		**23CDHQ[1]**	**60**	**18**	**20**	**CHEV**	**SILV**	**Raymond Moore**					
3	02/01 - 02/28/22	Monthly Lease Charges						23CDHQ-0222-MR	557.83	72.41		33.47		663.71

INVOICE

Customer: ROWAN WATER, INC.

Page: 2
Consolidated Invoice No: FBN4402019
Invoice Date: 02/03/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		**23N2LH**[1]	**60**	**15**	**21**	**CHEV**	**SILV**	**Jerry Patrick**					
4		02/01 - 02/28/22 Monthly Lease Charges						23N2LH-0222-MR	160.90	66.85		9.65		237.40
	595628		**23N3G8**[1]	**60**	**12**	**21**	**CHEV**	**SILV**	**Dave Mason**					
5		02/01 - 02/28/22 Monthly Lease Charges						23N3G8-0222-MR	391.54	108.80		23.49		523.83
	595628		**23N3GD**[1]	**60**	**14**	**21**	**CHEV**	**SILV**	**DANNY GLOVER**					
6		02/01 - 02/28/22 Monthly Lease Charges						23N3GD-0222-MR	514.78	72.41		30.89		618.08
	595628		**23RV8S**[1]	**48**	**8**	**21**	**CHEV**	**SILV**	**Eric Winkleman**					
7		02/01 - 02/28/22 Monthly Lease Charges						23RV8S-0222-MR	433.17	84.56		25.99		543.72
	595628		**23RV8V**[1]	**48**	**8**	**21**	**CHEV**	**SILV**	**Jerry Patrick**					
8		02/01 - 02/28/22 Monthly Lease Charges						23RV8V-0222-MR	433.17	84.56		25.99		543.72
			Total for Customer:					**595628**	**3,313.39**	**648.53**		**198.80**		**$ 4,160.72**
		TOTAL INVOICE AMOUNT FOR CUSTOMER:						**595628**	**3,313.39**	**648.53**		**198.80**		**$ 4,160.72**

INVOICE

Please Remit To:
ENTERPRISE FM TRUST
Enterprise Fleet Management Customer Billing
PO BOX 800089
Kansas City MO 64180-0089
United States

Page: 1
Consolidated Invoice No: FBN4380818
Invoice Date: 01/05/2022
Customer Number: 595628
Due upon receipt, late if not paid by 20th of January

AMOUNT DUE: $ 4,160.72

Customer:
ROWAN WATER, INC.
1765 Christy Crk
Morehead KY 40351

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Charge Summary

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		2387QP[1]	48	25	20	CHEV	SILV	Jerry Patrick					
1	01/01 - 01/31/22	Monthly Lease Charges						2387QP-0122-MR	411.00	79.47		24.66		515.13
	595628		2387QS[1]	48	25	20	CHEV	SILV	Jerry Patrick					
2	01/01 - 01/31/22	Monthly Lease Charges						2387QS-0122-MR	411.00	79.47		24.66		515.13
	595628		23CDHQ[1]	60	17	20	CHEV	SILV	Raymond Moore					
3	01/01 - 01/31/22	Monthly Lease Charges						23CDHQ-0122-MR	557.83	72.41		33.47		663.71

INVOICE

Customer: ROWAN WATER, INC.

Page: 2
Consolidated Invoice No: FBN4380818
Invoice Date: 01/05/2022

Line	Cust Ref	Cost Code	Unit Number	Trm	Mos Svc	Yr	Make	Model / Invoice Number	Driver / Base Lease	Maintenance Fee	Insurance	Tax/Other Charges	Miscellaneous	Total
	595628		23N2LH[1]	60	14	21	CHEV	SILV	Jerry Patrick					
4		01/01 - 01/31/22 Monthly Lease Charges						23N2LH-0122-MR	160.90	66.85		9.65		237.40
	595628		23N3G8[1]	60	11	21	CHEV	SILV	Dave Mason					
5		01/01 - 01/31/22 Monthly Lease Charges						23N3G8-0122-MR	391.54	108.80		23.49		523.83
	595628		23N3GD[1]	60	13	21	CHEV	SILV	DANNY GLOVER					
6		01/01 - 01/31/22 Monthly Lease Charges						23N3GD-0122-MR	514.78	72.41		30.89		618.08
	595628		23RV8S[1]	48	7	21	CHEV	SILV	Eric Winkleman					
7		01/01 - 01/31/22 Monthly Lease Charges						23RV8S-0122-MR	433.17	84.56		25.99		543.72
	595628		23RV8V[1]	48	7	21	CHEV	SILV	Jerry Patrick					
8		01/01 - 01/31/22 Monthly Lease Charges						23RV8V-0122-MR	433.17	84.56		25.99		543.72
			Total for Customer:					595628	3,313.39	648.53		198.80	$	4,160.72
		TOTAL INVOICE AMOUNT FOR CUSTOMER:	595628						3,313.39	648.53		198.80	$	4,160.72

enterprise FLEET MANAGEMENT ExxonMobil wex

Invoice Statement

INVOICE NUMBER: 76907186
ACCOUNT NAME: Rowan Water

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-684459-1	7000.00	30	DEC-23-2021	JAN-14-2022	2606.96

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
DEC-21-2021	Payment - Thank You		2376.22
DEC-23-2021	Fuel Purchases	2268.66	
DEC-23-2021	Other Adjustments this Period	338.30	

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB

The Finance Charge is determined by applying a periodic rate of 6.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
2376.22	2376.22	2606.96	0.00	2606.96

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Enterprise ExxonMobil Card

ACCOUNT NAME	Rowan Water
ACCOUNT NUMBER	0496-00-684459-1
INVOICE NUMBER	76907186
BILL CLOSING DATE	DEC-23-2021
AMOUNT DUE	2606.96
AMOUNT ENCLOSED	
PAYMENT DUE DATE	JAN-14-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

P.O. Box 639
Portland, ME 04104-0639

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Jerry Patrick
Rowan Water
1765 Christy Creek
Morehead, KY 40351

WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

0496006844591000000260696 220114

enterprise FLEET MANAGEMENT ExxonMobil wex

Invoice Statement

INVOICE NUMBER: 77713708
ACCOUNT NAME: Rowan Water

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-684459-1	7000.00	31	JAN-23-2022	FEB-14-2022	1894.31

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JAN-19-2022	Payment - Thank You		2606.96
JAN-21-2022	Fuel Purchases	1579.88	
JAN-21-2022	Other Adjustments this Period	314.43	

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.

The Finance Charge is determined by applying a periodic rate of 6.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
2606.96	2606.96	1894.31	0.00	1894.31

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

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TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Enterprise ExxonMobil Card

P.O. Box 639
Portland, ME 04104-0639

ACCOUNT NAME	Rowan Water
ACCOUNT NUMBER	0496-00-684459-1
INVOICE NUMBER	77713708
BILL CLOSING DATE	JAN-23-2022
AMOUNT DUE	1894.31
AMOUNT ENCLOSED	
PAYMENT DUE DATE	FEB-14-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Jerry Patrick
Rowan Water
1765 Christy Creek
Morehead, KY 40351

WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

049600684459100000001894311 220214

ENTERPRISE FLEET MANAGEMENT ExxonMobil WEX

Invoice Statement

INVOICE NUMBER: 78771623
ACCOUNT NAME: Rowan Water

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-684459-1	7000.00	31	FEB-23-2022	MAR-17-2022	2690.62

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
FEB-11-2022	Payment - Thank You		1894.31
FEB-23-2022	Fuel Purchases	2664.62	
FEB-23-2022	Other Adjustments this Period	26.00	

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB

The Finance Charge is determined by applying a periodic rate of 6.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
1894.31	1894.31	2690.62	0.00	2690.62

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Enterprise ExxonMobil Card

P.O. Box 639
Portland, ME 04104-0639

ACCOUNT NAME	Rowan Water
ACCOUNT NUMBER	0496-00-684459-1
INVOICE NUMBER	78771623
BILL CLOSING DATE	FEB-23-2022
AMOUNT DUE	2690.62
AMOUNT ENCLOSED	
PAYMENT DUE DATE	MAR-17-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Jerry Patrick
Rowan Water
1765 Christy Creek
Morehead, KY 40351

WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

04960068445910000000269062 220317

enterprise FLEET MANAGEMENT ExxonMobil WEX

Invoice Statement

INVOICE NUMBER: 79743531
ACCOUNT NAME: Rowan Water

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-684459-1	7000.00	28	MAR-23-2022	APR-14-2022	2565.69

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
MAR-15-2022	Payment - Thank You		2690.62
MAR-23-2022	Fuel Purchases	2539.69	
MAR-23-2022	Other Adjustments this Period	26.00	

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB.

The Finance Charge is determined by applying a periodic rate of 6.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
2690.62	2690.62	2565.69	0.00	2565.69

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

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P.O. Box 639
Portland, ME 04104-0639

ACCOUNT NAME	Rowan Water
ACCOUNT NUMBER	0496-00-684459-1
INVOICE NUMBER	79743531
BILL CLOSING DATE	MAR-23-2022
AMOUNT DUE	2565.69
AMOUNT ENCLOSED	
PAYMENT DUE DATE	APR-14-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Jerry Patrick
Rowan Water
1765 Christy Creek
Morehead, KY 40351

WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

049600684459100000002565169 220414

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PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113208352691	104	104	2020 PK CHEV SILVERADO	128ZWX (KY)	3GCNYAEF9LG165224

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM.	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			16,745						
4-22	11:20	2500 Flemingsburg Rd, Morehead, KY	R	OP	17,106	UNL	19.574	3.949	77.30		77.30
4-28	15:35	1101 E Main St, Morehead, KY	R	OP	17,433	UNL	19.835	3.959	78.53		78.53
5-03	15:10	1101 E Main St, Morehead, KY	R	OP	17,735	UNL	18.372	3.958	72.73		72.73
5-11	12:16	2500 Flemingsburg Rd, Morehead, KY	R	OP	18,050	UNL	19.469	4.299	83.70		83.70
5-16	12:48	1101 E Main St, Morehead, KY	R	OP	18,400	UNL	18.964	4.299	81.53		81.53
5-20	10:11	2500 Flemingsburg Rd, Morehead, KY	R	OP	18,732	UNL	19.116	4.299	82.18		82.18
		PERIOD TOTALS			1,987		115.330		475.97		475.97
		YTD TOTALS			9,060		535.378		1,971.94		1,971.94
		PERIOD AVGS: DPU, PPU, CPD			17.23			4.127	0.24		
		YTD AVGS: DPU, PPU, CPD			16.92			3.683	0.22		

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PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113208352709	108	108	2020 PK CHEV SILVERADO	130ZWX (KY)	3GCNYAEF5LG166001

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			15,051						
4-27	09:17	1975 US Hwy 60, Morehead, KY	E	OP	15,299	UNL	15.155	3.959	60.00		60.0
5-02	09:43	1975 US Hwy 60, Morehead, KY	E	OP	15,625	UNL	20.356	3.959	80.59		80.5
5-04	09:23	1975 US Hwy 60, Morehead, KY	E	OP	15,843	UNL	13.895	3.958	55.01		55.01
5-06	09:51	1975 US Hwy 60, Morehead, KY	E	OP	16,133	UNL	16.910	4.199	71.01		71.01
5-10	09:21	1975 US Hwy 60, Morehead, KY	E	OP	16,419	UNL	17.910	4.299	77.00		77.0
5-12	10:04	1975 US Hwy 60, Morehead, KY	E	OP	16,690	UNL	16.747	4.299	72.00		72.0
5-19	10:42	1975 US Hwy 60, Morehead, KY	E	OP	17,014	UNL	18.643	4.398	82.01		82.01
		PERIOD TOTALS			1,963		119.616		497.62		497.6
		YTD TOTALS			8,942		568.920		2,097.83		2,097.8
		PERIOD AVGS: DPU, PPU, CPD			16.41			4.160	0.25		
		YTD AVGS: DPU, PPU, CPD			15.72			3.687	0.23		

Transaction and Fee legend can be found on the last page of this report.

enterprise FLEET MANAGEMENT ExxonMobil WEX

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
455001132083352717	106	106	2020 PK CHEV SILVERADO	127ZWX (KY)	3GCNYAEF5LG166000

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			22,098						
4-28	09:59	1975 US Hwy 60, Morehead, KY	M Lewis	OP	22,247	UNL	29.032	3.959	114.94		114.94
5-06	13:51	1975 US Hwy 60, Morehead, KY	M Lewis	OP	22,790	UNL	27.388	4.198	115.00		115.0C
		PERIOD TOTALS			692		56.420		229.94		229.94
		YTD TOTALS			3,338		279.320		1,064.09		1,064.0S
		PERIOD AVGS: DPU, PPU, CPD			12.27			4.076	0.33		
		YTD AVGS: DPU, PPU, CPD			11.95			3.810	0.32		

enterprise FLEET MANAGEMENT Exxon Mobil wex

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113208352733	109	109	2020 HD 2500 SILVERADO	(KY)	1GBOYLE79LF260810

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM.	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			33,450						
4-25	09:57	1975 US Hwy 60, Morehead, KY	R	OP	33,784	UNL	28.901	3.979	115.00		115.0C
4-29	10:12	1975 US Hwy 60, Morehead, KY	R	OP	34,183	UNL	32.837	3.958	130.00		130.0C
5-06	13:54	1975 US Hwy 60, Morehead, KY	R	OP	34,531	UNL	32.388	4.199	136.00		136.0C
5-16	14:09	2350 Ky Highway 801, Morehead, KY	R	OP	34,940	UNL	32.566	4.298	140.00		140.0C
		PERIOD TOTALS			1,490		126.692		521.00		521.0C
		YTD TOTALS			7,992		695.109		2,508.00		2,508.0C
		PERIOD AVGS: DPU, PPU, CPD			11.76			4.112	0.35		
		YTD AVGS: DPU, PPU, CPD			11.50			3.608	0.31		

enterprise FLEET MANAGEMENT ExxonMobil WEX

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113208352766	103	103	2018 PK 3500 HD SILVERADO	(KY)	1GB3KYCY9JF134578

ATE MM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM.	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			16,466						
4-25	10:07	1975 US Hwy 60, Morehead, KY	W	IP	16,615	DSL	31.186	5.099	159.02		159.02
5-02	10:10	1975 US Hwy 60, Morehead, KY	W	IP	16,951	DSL	29.461	5.098	150.22		150.22
5-09	11:56	1975 US Hwy 60, Morehead, KY	W	IP	17,249	DSL	29.346	5.298	155.50		155.50
		PERIOD TOTALS			783		89.993		464.74		464.74
		YTD TOTALS			5,466		467.424		2,079.37		2,079.37
		PERIOD AVGS: DPU, PPU, CPD			8.70			5.164	0.59		
		YTD AVGS: DPU, PPU, CPD			11.69			4.449	0.38		

ENTERPRISE FLEET MANAGEMENT | ExxonMobil | WEX

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113208352774	105	105	2016 HD 2500 SILVERADO	(KY)	1GBOKUEG4GZ356226

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			30,090						
4-25	11:28	2500 Flemingsburg Rd, Morehead, KY	D	OP	30,461	UNL	20.192	3.918	79.13		79.1
4-27	11:40	1975 US Hwy 60, Morehead, KY	D	OP	30,750	UNL	16.269	3.959	64.41		64.41
4-29	10:03	2500 Flemingsburg Rd, Morehead, KY	D	IP	31,035	UNL	12.661	3.949	50.00		50.0
5-02	14:43	2500 Flemingsburg Rd, Morehead, KY	D	OP	31,291	UNL	19.538	3.919	76.57		76.57
5-05	09:27	2500 Flemingsburg Rd, Morehead, KY	D	OP	31,579	UNL	16.951	3.969	67.28		67.2
5-09	10:06	2500 Flemingsburg Rd, Morehead, KY	D	OP	31,888	UNL	18.883	3.969	74.95		74.9
5-11	14:52	2500 Flemingsburg Rd, Morehead, KY	D	OP	32,256	UNL	21.249	4.268	90.71		90.71
5-16	09:56	2500 Flemingsburg Rd, Morehead, KY	D	OP	32,609	UNL	20.642	4.268	88.12		88.1
5-18	13:56	1101 E Main St, Morehead, KY	D	OP	32,937	UNL	17.328	4.298	74.49		74.4
		PERIOD TOTALS			2,847		163.713		665.66		665.6
		YTD TOTALS			11,395		665.728		2,430.08		2,430.0
		PERIOD AVGS: DPU, PPU, CPD			17.39			4.066	0.23		
		YTD AVGS: DPU, PPU, CPD			17.12			3.650	0.21		

enterprise FLEET MANAGEMENT ExxonMobil wex

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

ARD NUMBER	CARD EMBOSSING	VEHICLE/ASSET IDENTIFIER	VEHICLE DESCRIPTION	PLATE (ST)	VIN
45500113243086643			2021 CHEV SILVERADO		3GCUYDED2MG114001

ATE IM-DD	TIME	SITE ADDRESS	PROMPT INFO	TRAN CODE	ODOM.	PROD	UNITS	COST/ UNIT	FUEL $	OTHER $	GROSS $
		PREVIOUS ODOMETER			12,861						
4-26	08:35	2500 Flemingsburg Rd, Morehead, KY	J	OP	13,158	UNL	16.585	3.919	65.00		65.0C
5-09	16:50	1975 US Hwy 60, Morehead, KY	J	OP	13,508	UNL	17.679	4.298	76.00		76.0C
		PERIOD TOTALS			647		34.264		141.00		141.0C
		YTD TOTALS			3,245		180.414		663.52		663.5
		PERIOD AVGS: DPU, PPU, CPD			18.88			4.115	0.22		
		YTD AVGS: DPU, PPU, CPD			17.99			3.678	0.20		

PARENT ACCOUNT:
Rowan Water

REPORT FOR:
Rowan Water
0496-00-684459-1
APR-24-2022 TO MAY-23-2022

Purchase Activity Report

If an adjustment is shown here and in the detail above, the amount listed here is a summed value of those individual charges.

ATE	TRANSACTION DESCRIPTION	FUNDED BY	REBATE PERIOD UNITS/DOLLARS	PERIOD AMT	REBATE YTD UNITS/DOLLARS	REBATE YTD AMT
	OTHER ADJUSTMENTS THIS PERIOD					
5-23	Monthly Card Charge			16.00		
5-23	Paper Delivery Fee			10.00		
	Total			26.00		

Purchase Activity Report - Codes Legend

TRANSACTION CODES:	FEE CODES:
AD = Adjustment CL = Cardlock CP = Contract Pricing EN = Enhanced Merchant Network IP = Indoor Payment Terminal MF = Mobile Fueling MN = Manual OP = Outdoor Payment Terminal PS = Private Site TP = Transponder TR = Transaction Reversal	CCF = Currency Conversion Fee EVF = Electric Vehicle Fee PSF = Private Site Fee TSF = Truck Stop Fee CBF = Cash Back Fee ONF = Out of Network Fee

Please note not all codes will be applicable for your account.

enterprise FLEET MANAGEMENT | ExxonMobil | WEX

Invoice Statement

INVOICE NUMBER: 80367237
ACCOUNT NAME: Rowan Water

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE	AMOUNT DUE
0496-00-684459-1	7000.00	31	APR-23-2022	MAY-13-2022	3121.87

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
APR-08-2022	Payment - Thank You		2565.69
APR-22-2022	Fuel Purchases	3095.87	
APR-22-2022	Other Adjustments this Period	26.00	

REMINDER
PLEASE BE SURE TO INCLUDE REMITTANCE STUB WITH PAYMENT. MAIL TO THE ADDRESS SHOWN IN THE RIGHT PORTION OF THE REMITTANCE STUB

The Finance Charge is determined by applying a periodic rate of 6.99%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILLING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
2565.69	2565.69	3121.87	0.00	3121.87

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.
TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

WEX Enterprise ExxonMobil Card

ACCOUNT NAME	Rowan Water
ACCOUNT NUMBER	0496-00-684459-1
INVOICE NUMBER	80367237
BILL CLOSING DATE	APR-23-2022
AMOUNT DUE	3121.87
AMOUNT ENCLOSED	
PAYMENT DUE DATE	MAY-13-2022

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE

P.O. Box 639
Portland, ME 04104-0639

Make check payable to: WEX BANK
To avoid processing delays, remit all payments to:

Jerry Patrick
Rowan Water
1765 Christy Creek
Morehead, KY 40351

WEX BANK
P.O. BOX 4337
CAROL STREAM IL 60197-4337

04960068445910000000312187 220513

Balance Subject to Late Fees

If Company fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply to the Total Outstanding Balance (as defined below). The late fee will be calculated by multiplying the applicable late fee rate by the Total Outstanding Balance on the Calculation Date, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle. Company will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement. The "Calculation Date" is the earlier of (a) the posting date for Company's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have posted to the Account, through the Calculation Date.

How to Dispute Your Invoice

Charges must be disputed in writing no later than sixty (60) days from the bill closing date or they will be considered final and binding.

Card Issuer

The card is issued and payable to WEX Bank under a Business Charge Account Agreement with the cardholder named on the reverse.

Customer Service

For account inquiries and correspondence regarding account service or billing:

- **Call 1-888-774-4939, or**
- **Email correspondence@wexinc.com, or**
- **Fax to 1-800-395-0809, or**
- **Mail to P.O. Box 639, Portland, ME 04104**

Do not mail payments to this address. Payments must be sent to the remit address on your invoice.

Be sure to include your account number on all correspondence.

Your full Business Card Agreement is available here:
https://www.wexdrive.com/tncs/enterprise.pdf

Payment Options

Mail

Be sure to include bottom portion of invoice with your payment. Write your account number or invoice number on the check to help avoid delays in payment processing if the check and remit stub become separated. Check payments can take up to two Business Days to process from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

Allow 10 business days prior to the due date for mailing to help avoid late fees. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

Online

Authorized users can elect to receive an email notification when an invoice is ready for online viewing and payment. Log in or register to set up an online account at www.wexefm.com.

Online payments scheduled by 3:00 PM ET (on business days) are credited to your account on the same day. There is no fee for online payments.

Phone

Call Customer Service and select the menu option for Billing Inquiries. In addition to scheduling a payment, you can also check your balance.

Payments scheduled by 3:00 PM ET (on business days) are credited to your Account on the same day.

Be prepared with your fleet card account number and a sample check to enter your bank account number and routing number. There is no fee for phone payments.

USAGE REPORTS

ROWAN WATER INC.

Usage Breakdown By Units

For Cycle: 1
For Period: 1/1/2021 - 12/31/2021
Service Type: WATER
Custom Usage Range: Water Usage
Subtotal By: Rate Code

Usage Range	Customers	Service Months	Range Amount*		Range Usage*	
Rate Code C01 5/8" METER						
0 - 2,001	84	765	$14,808.52	(0.47%)	445,500	(0.14%)
2,001 - 5,001	45	198	$5,902.80	(0.19%)	645,600	(0.20%)
5,001 - 15,001	37	138	$9,765.15	(0.31%)	1,166,600	(0.36%)
15,001 - 25,001	13	43	$6,286.80	(0.20%)	795,500	(0.24%)
25,001 - 35,001	9	17	$4,026.01	(0.13%)	524,600	(0.16%)
35,001 - 50,001	5	17	$4,949.55	(0.16%)	689,500	(0.21%)
50,001 - 9,999,999	3	12	$4,936.35	(0.16%)	1,114,100	(0.34%)
Rate Code C02 3/4" METER						
0 - 2,001	3	21	$769.44	(0.02%)	13,700	(0.00%)
2,001 - 5,001	5	22	$872.25	(0.03%)	87,100	(0.03%)
5,001 - 15,001	7	38	$2,613.33	(0.08%)	309,500	(0.09%)
15,001 - 25,001	1	1	$184.33	(0.01%)	23,500	(0.01%)
25,001 - 35,001	2	2	$502.02	(0.02%)	65,700	(0.02%)
35,001 - 50,001	3	6	$1,986.16	(0.06%)	267,700	(0.08%)
50,001 - 9,999,999	2	18	$11,121.47	(0.35%)	1,591,700	(0.49%)
Rate Code C03 1" METER						
0 - 2,001	2	18	$806.40	(0.03%)	10,700	(0.00%)
2,001 - 5,001	1	1	$44.80	(0.00%)	3,200	(0.00%)
5,001 - 15,001	4	25	$2,314.03	(0.07%)	281,700	(0.09%)
15,001 - 25,001	6	36	$5,433.27	(0.17%)	684,600	(0.21%)
25,001 - 35,001	6	11	$2,486.31	(0.08%)	322,500	(0.10%)
35,001 - 50,001	4	8	$2,440.99	(0.08%)	326,200	(0.10%)
50,001 - 9,999,999	2	9	$4,361.95	(0.14%)	612,000	(0.19%)
Rate Code C04 1 1/2 " METER						
0 - 2,001	2	19	$2,298.62	(0.07%)	7,600	(0.00%)
2,001 - 5,001	1	5	$604.90	(0.02%)	15,500	(0.00%)
5,001 - 15,001	1	12	$1,451.76	(0.05%)	135,800	(0.04%)
Rate Code C05 2" METER						
0 - 2,001	2	13	$2,541.50	(0.08%)	14,600	(0.00%)
2,001 - 5,001	5	21	$4,105.50	(0.13%)	69,400	(0.02%)
5,001 - 15,001	4	19	$3,714.50	(0.12%)	199,200	(0.06%)
15,001 - 25,001	4	17	$3,323.50	(0.11%)	338,200	(0.10%)
25,001 - 35,001	3	7	$1,510.59	(0.05%)	195,100	(0.06%)

* Total amount/usage for range and percent of total amount/usage.

ROWAN WATER INC.

Usage Breakdown By Units

For Cycle: 1

For Period: 1/1/2021 - 12/31/2021

Service Type: WATER

Custom Usage Range: Water Usage

Subtotal By: Rate Code

Usage Range	Customers	Service Months	Range Amount*	Range Usage*
35,001 - 50,001	2	4	$1,228.58 (0.04%)	164,300 (0.05%)
50,001 - 9,999,999	4	27	$21,449.70 (0.68%)	3,118,800 (0.95%)
Rate Code C08 1" METER				
2,001 - 5,001	1	12	$537.60 (0.02%)	36,000 (0.01%)
Rate Code C10 WHOLESALE METER RATE				
0 - 2,001	1	12	$600.00 (0.02%)	0 (0.00%)
50,001 - 9,999,999	2	24	$24,920.48 (0.79%)	12,112,000 (3.70%)
Rate Code C12 WHOLESALE METER RATE -				
0 - 2,001	1	7	$350.00 (0.01%)	0 (0.00%)
2,001 - 5,001	1	2	$100.00 (0.00%)	7,700 (0.00%)
15,001 - 25,001	2	6	$300.00 (0.01%)	123,300 (0.04%)
25,001 - 35,001	1	4	$200.00 (0.01%)	109,900 (0.03%)
35,001 - 50,001	1	3	$182.69 (0.01%)	130,800 (0.04%)
50,001 - 9,999,999	1	2	$317.68 (0.01%)	179,600 (0.05%)
Rate Code C15 2" METER				
0 - 2,001	2	17	$3,323.50 (0.11%)	6,700 (0.00%)
2,001 - 5,001	1	5	$977.50 (0.03%)	16,600 (0.01%)
5,001 - 15,001	1	2	$391.00 (0.01%)	11,400 (0.00%)
50,001 - 9,999,999	1	12	$10,462.07 (0.33%)	1,528,600 (0.47%)
Rate Code C16 WHOLESALE METER RATE				
0 - 2,001	1	12	$2,140.56 (0.07%)	0 (0.00%)
Rate Code C17 6" METER				
0 - 2,001	1	4	$991.20 (0.03%)	400 (0.00%)
Rate Code LP1 5/8" METER-LANDLORD PROPERTY				
0 - 2,001	541	2,690	$51,322.17 (1.64%)	2,307,700 (0.70%)
2,001 - 5,001	427	2,394	$71,635.41 (2.28%)	7,782,400 (2.38%)
5,001 - 15,001	215	847	$54,698.50 (1.74%)	6,530,300 (1.99%)
15,001 - 25,001	26	69	$9,718.35 (0.31%)	1,325,800 (0.40%)
25,001 - 35,001	8	15	$3,331.62 (0.11%)	433,300 (0.13%)
35,001 - 50,001	5	5	$1,537.61 (0.05%)	206,300 (0.06%)
50,001 - 9,999,999	6	17	$14,797.81 (0.47%)	2,197,500 (0.67%)

* Total amount/usage for range and percent of total amount/usage

ROWAN WATER INC.

Usage Breakdown By Units
For Cycle: 1
For Period: 1/1/2021 - 12/31/2021
Service Type: WATER
Custom Usage Range: Water Usage
Subtotal By: Rate Code

Usage Range	Customers	Service Months	Range Amount*		Range Usage*	
Rate Code LP2 2"LANDLORD PROPETY						
0 - 2,001	3	22	$4,301.00	(0.14%)	19,800	(0.01%)
2,001 - 5,001	2	10	$1,955.00	(0.06%)	30,000	(0.01%)
5,001 - 15,001	1	4	$782.00	(0.02%)	33,500	(0.01%)
35,001 - 50,001	1	2	$676.64	(0.02%)	91,400	(0.03%)
50,001 - 9,999,999	1	10	$4,835.53	(0.15%)	678,300	(0.21%)
Rate Code LP3 3/4" METER						
0 - 2,001	1	11	$403.04	(0.01%)	12,400	(0.00%)
2,001 - 5,001	2	12	$445.40	(0.01%)	42,000	(0.01%)
5,001 - 15,001	2	12	$894.33	(0.03%)	106,800	(0.03%)
35,001 - 50,001	1	1	$298.56	(0.01%)	39,800	(0.01%)
Rate Code LP5 1" METER						
0 - 2,001	1	12	$537.60	(0.02%)	200	(0.00%)
5,001 - 15,001	1	7	$751.75	(0.02%)	92,500	(0.03%)
15,001 - 25,001	3	16	$2,359.16	(0.08%)	296,800	(0.09%)
25,001 - 35,001	1	1	$207.52	(0.01%)	26,700	(0.01%)
Rate Code R01 5/8" METER						
Negative	1	1	$27.59	(0.00%)	-800	(0.00%)
0 - 2,001	4,429	29,706	$575,251.55	(18.34%)	30,318,300	(9.25%)
2,001 - 5,001	5,527	36,430	$1,103,307.05	(35.17%)	120,948,300	(36.92%)
5,001 - 15,001	3,021	13,486	$818,017.24	(26.08%)	97,512,000	(29.76%)
15,001 - 25,001	348	558	$82,194.95	(2.62%)	10,512,000	(3.21%)
25,001 - 35,001	108	168	$37,605.80	(1.20%)	4,948,700	(1.51%)
35,001 - 50,001	47	60	$17,569.68	(0.56%)	2,441,600	(0.75%)
50,001 - 9,999,999	49	59	$34,756.50	(1.11%)	5,046,500	(1.54%)
Rate Code R01 SEWER USAGE						
0 - 2,001	1	1	$0.00	(0.00%)	700	(0.00%)
Rate Code R02 3/4" METER						
0 - 2,001	1	12	$439.68	(0.01%)	11,800	(0.00%)
2,001 - 5,001	4	36	$1,398.27	(0.04%)	142,700	(0.04%)
5,001 - 15,001	4	24	$1,807.73	(0.06%)	216,100	(0.07%)
15,001 - 25,001	1	5	$642.30	(0.02%)	80,000	(0.02%)
25,001 - 35,001	1	1	$244.29	(0.01%)	31,900	(0.01%)

* Total amount/usage for range and percent of total amount/usage

ROWAN WATER INC.

Usage Breakdown By Units

For Cycle: 1

For Period: 1/1/2021 - 12/31/2021

Service Type: WATER

Custom Usage Range: Water Usage

Subtotal By: Rate Code

Usage Range	Customers	Service Months	Range Amount*	Range Usage*
35,001 - 50,001	1	8	$2,536.77 (0.08%)	340,400 (0.10%)
50,001 - 9,999,999	1	3	$1,189.30 (0.04%)	163,400 (0.05%)
Rate Code R03 1" METER				
0 - 2,001	6	61	$2,732.80 (0.09%)	37,300 (0.01%)
2,001 - 5,001	2	9	$403.20 (0.01%)	27,700 (0.01%)
5,001 - 15,001	4	31	$2,601.90 (0.08%)	314,200 (0.10%)
15,001 - 25,001	3	5	$677.27 (0.02%)	84,700 (0.03%)
25,001 - 35,001	1	2	$423.52 (0.01%)	54,600 (0.02%)
Rate Code R04 1 1/2 " METER				
0 - 2,001	1	12	$1,451.76 (0.05%)	3,000 (0.00%)
Rate Code R05 2" METER				
0 - 2,001	5	40	$7,820.00 (0.25%)	18,600 (0.01%)
2,001 - 5,001	5	20	$3,910.00 (0.12%)	63,800 (0.02%)
5,001 - 15,001	5	11	$2,150.50 (0.07%)	107,200 (0.03%)
15,001 - 25,001	4	10	$1,955.00 (0.06%)	207,400 (0.06%)
25,001 - 35,001	4	13	$2,855.41 (0.09%)	369,400 (0.11%)
35,001 - 50,001	4	11	$3,435.73 (0.11%)	460,300 (0.14%)
50,001 - 9,999,999	1	3	$1,332.06 (0.04%)	185,300 (0.06%)
Rate Code R06 5/8" METER				
0 - 2,001	1	12	$233.04 (0.01%)	2,800 (0.00%)
2,001 - 5,001	1	12	$291.86 (0.01%)	31,200 (0.01%)
Rate Code R08 1" METER				
0 - 2,001	5	35	$1,541.70 (0.05%)	25,000 (0.01%)
2,001 - 5,001	3	14	$627.20 (0.02%)	51,100 (0.02%)
5,001 - 15,001	5	9	$743.81 (0.02%)	89,700 (0.03%)
15,001 - 25,001	2	5	$798.71 (0.03%)	101,000 (0.03%)
25,001 - 35,001	2	3	$673.46 (0.02%)	87,300 (0.03%)
35,001 - 50,001	1	1	$269.57 (0.01%)	35,500 (0.01%)
Rate Code R15 2" METER				
0 - 2,001	3	11	$2,150.50 (0.07%)	6,500 (0.00%)
2,001 - 5,001	5	17	$3,323.50 (0.11%)	64,700 (0.02%)
5,001 - 15,001	8	33	$6,451.50 (0.21%)	288,200 (0.09%)

* Total amount/usage for range and percent of total amount/usage.

ROWAN WATER INC.

Usage Breakdown By Units

For Cycle: 1

For Period: 1/1/2021 - 12/31/2021

Service Type: WATER

Custom Usage Range: Water Usage

Subtotal By: Rate Code

Usage Range	Customers	Service Months	Range Amount*	Range Usage*
15,001 - 25,001	6	11	$2,150.50 (0.07%)	205,200 (0.06%)
25,001 - 35,001	5	8	$1,836.92 (0.06%)	238,600 (0.07%)
35,001 - 50,001	3	5	$1,659.92 (0.05%)	223,800 (0.07%)
50,001 - 9,999,999	3	11	$5,485.12 (0.17%)	771,600 (0.24%)

Total Customers	Total Service Months	Total Amount	Total Usage
8,351	88,804	$3,137,099.52	327,625,500

* Total amount/usage for range and percent of total amount/usage.

ARF FORM 3

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

☐ Check box if additional transactions are listed on the supplemental page.

☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Jerry Patrick
(Print Name)

Jerry Patrick
(Signed)

Manager
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Jerry Patrick
(Name)

this 25 day of July, 2022.

Peggy Sue Stevens
NOTARY PUBLIC
State-at-Large KYNP14003

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

☐ Check box if additional transactions are listed on the supplemental page.

☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

DANNY G. STEVENS
(Print Name)

Danny G. Stevens
(Signed)

Board Member
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Danny Stevens
(Name)

this 25 day of July, 20 22.

NOTARY PUBLIC
State-at-Large KYNP 14002

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

☐ Check box if additional transactions are listed on the supplemental page.

☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Cox. Randall E
(Print Name)

Randall Cox
(Signed)

Board Member
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Randall Cox
(Name)

this 25th day of July, 20 22.

NOTARY PUBLIC
State-at-Large KYNP 14002

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

☐ Check box if additional transactions are listed on the supplemental page.

☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Mike Collins
(Print Name)

[signature]
(Signed)

Board Member
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Mike Collins
(Name)

this 22 day of July, 2022.

NOTARY PUBLIC
State-at-Large KYNP 14002

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

☐ Check box if additional transactions are listed on the supplemental page.

☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

LArry JoHNSON
(Print Name)

Larry Johnson
(Signed)

Bd. ChAirMAN
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Larry Johnson
(Name)

this 22 day of July, 2022.

NOTARY PUBLIC
State-at-Large KYNP 14002

STATEMENT OF DISCLOSURE OF RELATED PARTY TRANSACTIONS

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

☑ Check this box if the Utility has no related party transactions.

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☐ Check box if any employee of the Utility is a family member of the Utility's chief executive officer, a Utility commissioner, or any person with a 10 percent or greater ownership interest in the Utility. The name of each employee and the official to whom they are related and the nature of the relationship are listed on the supplemental page entitled "Employees Related to Utility Officials."

Enoch Blair
(Print Name)

Enoch Blair
(Signed)

Sec. Treas.
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Rowan

Subscribed and sworn to before me by Enoch Blair
(Name)

this 22 day of July, 20 22.

NOTARY PUBLIC
State-at-Large KYNP 14002

BOARD MINUTES

2022 MINUTES OF BOARD OF DIRECTORS OF ROWAN WATER, INC

JUNE 8, 2022

A regular meeting of the board of directors of Rowan Water, Inc. was held on June 8, 2022 at 9:00 am at the Rowan Water office---proper notice haven previously been given. The meeting was called to order at 9:00 am by Chairman, Larry Johnson.

The following board members were present:

Danny Stevens

Enoch Blair

Randy Cox

Mike Collins

The following association staff members were present:

Jerry Patrick, Manager

Riley Sumner, Bluegrass Engineering

APPROVAL OF MINUTES:

On a motion duly made by (Cox) and seconded by (Stevens) the minutes for the regular meeting on May 11, 2022 was to be approved. The motion passed unanimously.

FINANCIAL STATEMENT:

On a motion duly made by (Collins*) and seconded by (Stevens) the financial statement for the month of May 2022 was to be approved as presented. The motion passed unanimously.*

MAINTENANCE UPDATE:

1) Rowan Water has had some leaks in the past month.
2) Rowan Water has 1 new services waiting to be installed.
3) The Board was made aware that The Division of Water will here in the next couple of weeks.
4) Rowan Water had its yearly meeting with enterprise and it was decided that we did not need to order any new trucks in the next year.
5)

NEW BUSINESS.

A motion was made by (Cox) seconded by (Stevens) that Rowan Water grant Goss Samford the go ahead to pursue the rate filing on behalf of Rowan Water, Inc. and that we file for a rate increase if we are 3% or more below what we need to maintain our operations. The motion carried

A motion was made by (Cox) seconded by (Collins) for Rowan Water go forward with the USDA project and try and get the lower interest rates. The motion carried

ENGINERRING NOTES:

Riley was present to discuss the following projects with the Board:

KY 32

USDA PROJECT

A motion was made by (Cox) second by (Collins) to adjourn the meeting at 11:05 am.

Larry Johnson ______, Larry Johnson, Chairman

Enoch Blair ______ Enoch Blair, Sec/Treas

PROPOSED TARIFFS

CLEAN AND STRIKE THROUGH

FOR Rowan, Carter, Elliott, Morgan & Fleming Counties Served
(COMMUNITY OR COUNTY)

Rowan Water, Inc.
(NAME OF UTILITY)

P.S.C. KY. NO. 1

3rd Revised SHEET NO. 1

CANCELING P.S.C. KY. NO. 2017-00250

1st Revised SHEET NO. 1

Rates & Charges

		Rate per unit	
5/8 Inch Meter			
First 2000	minimum	$ 23.68	I
Next 3000	per 1000 gallons	$ 9.96	
Next 10000	per 1000 gallons	$ 9.29	
Next 10000	per 1000 gallons	$ 9.09	
Next 10000	per 1000 gallons	$ 8.62	
Next 15000	per 1000 gallons	$ 8.22	
Over 50,000	per 1000 gallons	$ 7.95	
3/4 Inch Meter			
First 4000	minimum	$ 44.68	
Next 1000	per 1000 gallons	$ 9.96	
Next 10000	per 1000 gallons	$ 9.35	
Next 10000	per 1000 gallons	$ 9.09	
Next 10000	per 1000 gallons	$ 8.62	
Next 15000	per 1000 gallons	$ 8,22	
Over 50000	per 1000 gallons	$ 7.95	

DATE OF ISSUE September 2, 2022
MONTH DAY YEAR

DATE EFFECTIVE October 2, 2022
MONTH DAY YEAR

ISSUED BY /s/ Jerry Patrick
SIGNATURE OF OFFICER

TITLE General Manager

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

FOR Rowan, Carter, Elliott, Morgan & Fleming Counties Served
(COMMUNITY OR COUNTY)

Rowan Water, Inc.
(NAME OF UTILITY)

P.S.C. KY. NO. 1

3rd Revised SHEET NO. 1.1

CANCELING P.S.C. KY. NO. 2017-00250

1st Revised SHEET NO. 2 of 2

Rates & Charges

		Rate per unit	
1 Inch Meter			
First 5000	minimum	$ 54.63	I
Next 10000	per 1000 gallons	$ 9.29	
Next 10000	per 1000 gallons	$ 9.09	
Next 10000	per 1000 gallons	$ 8.62	
Next 15000	per 1000 gallons	$ 8.22	
Over 50,000	per 1000 gallons	$ 7.95	
1.5 Inch Meter			
First 15000	minimum	$ 147.54	
Next 10000	per 1000 gallons	$ 9.09	
Next 10000	per 1000 gallons	$ 8.62	
Next 15000	per 1000 gallons	$ 8.22	
Over 50000	per 1000 gallons	$ 7.95	
2 Inch Meter			
First 25000	minimum	$ 238.41	
Next 10000	per 1000 gallons	$ 8.62	
Next 15000	per 1000 gallons	$ 8.22	
Over 50000	per 1000 gallons	$ 7.95	
Wholesaler Rate	per 1000 gallons	$ 2.58	

DATE OF ISSUE September 2, 2022
MONTH DAY YEAR

DATE EFFECTIVE October 2, 2022
MONTH DAY YEAR

ISSUED BY /s/ Jerry Patrick
SIGNATURE OF OFFICER

TITLE General Manager

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

FOR Rowan, Carter, Elliott, Morgan & Fleming Counties Served
(COMMUNITY OR COUNTY)

Rowan Water, Inc.
(NAME OF UTILITY)

P.S.C. KY. NO. 1

3rd Revised SHEET NO. 1

CANCELING P.S.C. KY. NO. 2017-00250

1st Revised SHEET NO. 1

Rates & Charges

Rate per unit

5/8 Inch Meter

First 2000	minimum	$	~~19.42~~	23.68	I
Next 3000	per 1000 gallons	$	~~8.17~~	9.96	
Next 10000	per 1000 gallons	$	~~7.62~~	9.29	
Next 10000	per 1000 gallons	$	~~7.45~~	9.09	
Next 10000	per 1000 gallons	$	~~7.07~~	8.62	
Next 15000	per 1000 gallons	$	~~6.74~~	8.22	
Over 50,000	per 1000 gallons	$	~~6.52~~	7.95	

3/4 Inch Meter

First 4000	minimum	$	~~36.44~~	44.68
Next 1000	per 1000 gallons	$	~~8.17~~	9.96
Next 10000	per 1000 gallons	$	~~7.62~~	9.35
Next 10000	per 1000 gallons	$	~~7.45~~	9.09
Next 10000	per 1000 gallons	$	~~7.07~~	8.62
Next 15000	per 1000 gallons	$	~~6.74~~	8,22
Over 50000	per 1000 gallons	$	~~6.52~~	7.95

DATE OF ISSUE September 2, 2022
MONTH DAY YEAR

DATE EFFECTIVE October 2, 2022
MONTH DAY YEAR

ISSUED BY /s/Jerry Patrick
SIGNATURE OF OFFICER

TITLE General Manager

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

FOR Rowan, Carter, Elliott, Morgan & Fleming Counties Served
(COMMUNITY OR COUNTY)

Rowan Water, Inc.
(NAME OF UTILITY)

P.S.C. KY. NO. 1

3rd Revised SHEET NO. 1.1

CANCELING P.S.C. KY. NO. 2017-00250

1st Revised SHEET NO. 2 of 2

Rates & Charges

			Rate per unit		
1 Inch Meter					
First 5000	minimum	$	~~44.80~~	54.63	I
Next 10000	per 1000 gallons	$	~~7.62~~	9.29	
Next 10000	per 1000 gallons	$	~~7.45~~	9.09	
Next 10000	per 1000 gallons	$	~~7.07~~	8.62	
Next 15000	per 1000 gallons	$	~~6.74~~	8.22	
Over 50,000	per 1000 gallons	$	~~6.52~~	7.95	
1.5 Inch Meter					
First 15000	minimum	$	~~120.98~~	147.54	
Next 10000	per 1000 gallons	$	~~7.45~~	9.09	
Next 10000	per 1000 gallons	$	~~7.07~~	8.62	
Next 15000	per 1000 gallons	$	~~6.74~~	8.22	
Over 50000	per 1000 gallons	$	~~6.52~~	7.95	
2 Inch Meter					
First 25000	minimum	$	~~195.50~~	238.41	
Next 10000	per 1000 gallons	$	~~7.07~~	8.62	
Next 15000	per 1000 gallons	$	~~6.74~~	8.22	
Over 50000	per 1000 gallons	$	~~6.52~~	7.95	
Wholesaler Rate	per 1000 gallons	$	~~2.12~~	2.58	

DATE OF ISSUE September 2, 2022
MONTH DAY YEAR

DATE EFFECTIVE October 2, 2022
MONTH DAY YEAR

ISSUED BY /s/ Jerry Patrick
SIGNATURE OF OFFICER

TITLE General Manager

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