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**APPLICATION FOR RATE ADJUSTMENT
BEFORE THE PUBLIC SERVICE COMMISSION**

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

(Name of Utility)

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

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

(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:

(Name)

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

(Address - City, State, Zip)

(Telephone Number)

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

YES NO N/A

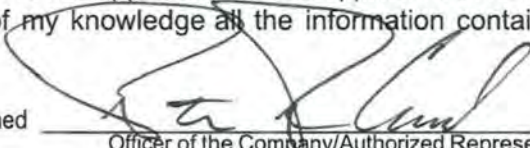
8. Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**
9. Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31,_____.
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 \$ _____ and total revenues from service rates of \$ _____. 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 _____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 \$0.00 **(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.

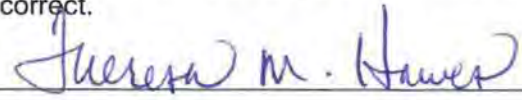
By submitting this application, the Applicant consents to the procedures set forth in 807 KAR 5:076 and waives any right to place its proposed rates into effect earlier than six months from the date on which the application is accepted by the Public Service Commission for filing.

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 Pete Conrad
 Date 3/31/2023

COMMONWEALTH OF KENTUCKY
COUNTY OF Henderson

Before me appeared Pete Conrad, 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: 01-24-26
ID # KYNP43426

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

Customer Notice of Proposed Rate Adjustment

“Reasons for Application” Attachment”

Current and Proposed Rates” Attachment

“Statement of Adjusted Operations” Attachment

“Revenue Requirements Calculation” Attachment

Attachment Billing Analysis” Attachment

Depreciation Schedules

Outstanding Debt Instruments (i.e., Bond Resolutions, Mortgages, Promissory Notes, Amortization Schedules.)

State Tax Return

Federal Tax Return

Statement of Disclosure of Related Party Transactions - ARF Form 3

LIST OF ATTACHMENTS
HENDERSON COUNTY WATER DISTRICT

1. Customer Notice of Proposed Rate Adjustments
2. Reasons for Application
3. Current and Proposed Rates
4. Statement of Adjusted Operations and Revenue Requirements with the following attachments:
 - i. References
 - ii. Table A - Depreciation Expense Adjustments
 - iii. Table B - Debt Service Schedule
5. Current Billing Analysis
6. Proposed Billing Analysis
7. Depreciation Schedule
8. Outstanding Debt Instruments
 - i. Series 2013 Bonds
 - ii. Series 2013A Bonds
 - iii. Series 2016B Bonds
 - iv. Old National Bank Note
9. Amortization Schedules
10. Statements of Disclosure of Related Party Transactions
11. Board Resolution

Attachment #1

HENDERSON COUNTY WATER DISTRICT CUSTOMER NOTICE

Notice is hereby given that Henderson County Water District expects to file an application with the Kentucky Public Service Commission on or about April 5th, 2023, seeking approval of a proposed adjustment to its water rates. The proposed rates shall not become effective until the Public Service Commission has issued an order approving these rates.

<u>Monthly Rates for Water</u>		<u>Current</u>		<u>Proposed</u>		<u>Difference</u>	
<u>CURRENT AND PROPOSED RATES</u>							
HENDERSON COUNTY WATER DISTRICT							
5/8-Inch X 3/4-Inch Meter							
First	2,000 Gallons	\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Next	8,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
Next	20,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
1-Inch Meter							
First	5,000 Gallons	\$ 43.83	Minimum Bill	\$ 48.30	Minimum Bill	\$ 4.47	10.20%
Next	5,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
Next	20,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
2-Inch Meter							
First	16,000 Gallons	\$ 125.24	Minimum Bill	\$ 138.01	Minimum Bill	\$ 12.77	10.20%
Next	14,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
3-Inch Meter							
First	30,000 Gallons	\$ 225.48	Minimum Bill	\$ 248.47	Minimum Bill	\$ 22.99	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
4-Inch Meter							
First	50,000 Gallons	\$ 358.08	Minimum Bill	\$ 394.59	Minimum Bill	\$ 36.51	10.20%
All Over	50,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
6-Inch Meter							
First	100,000 Gallons	\$ 689.58	Minimum Bill	\$ 759.89	Minimum Bill	\$ 70.31	10.20%
All Over	100,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
Volunteer Fire Department (Metered Services)		\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Water Loss Surcharge		\$ -	Per Bill	\$ 1.30	Per Bill	\$ 1.30	100.00%

If the Public Service Commission approves the proposed water rates for, then the monthly water bill for a customer using an average of 4,000 gallons per month will increase from \$36.14 to \$39.82. This is an increase of \$3.68 or 10.18%. If the Public Service Commission approves the proposed water rates and a Water Loss Reduction Surcharge, then the monthly water bill for a customer using an average of 4,000 gallons per month will increase from \$36.14 to \$41.12. This is an increase of \$4.98 or 13.78%.

The rates contained in this notice are the rates proposed by Henderson County Water District. However, the Public Service Commission may order rates to be charged that differ from these

proposed rates. Such action may result in rates for consumers other than the rates shown in this notice.

Henderson County Water District has available for inspection at its office the application which it submitted to the Public Service Commission. A person may examine this application at the District's office located at 655 S Main St, Henderson, KY 42420. You may contact the office at 270-826-9802.

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

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

Attachment #2

Reasons for Application

Henderson County Water District (“the District”) is requesting a 10.19 percent rate increase for all of its water customers. The rate increase will generate approximately \$321,150 in additional annual revenue.

The District needs the rate increase for the following reasons:

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

Attachment #3

CURRENT AND PROPOSED RATES
HENDERSON COUNTY WATER DISTRICT

Monthly Rates for Water	Current		Proposed		Difference	
5/8-Inch X 3/4-Inch Meter						
First 2,000 Gallons	\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Next 8,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
Next 20,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over 30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
1-Inch Meter						
First 5,000 Gallons	\$ 43.83	Minimum Bill	\$ 48.30	Minimum Bill	\$ 4.47	10.20%
Next 5,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
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All Over 30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
2-Inch Meter						
First 16,000 Gallons	\$ 125.24	Minimum Bill	\$ 138.01	Minimum Bill	\$ 12.77	10.20%
Next 14,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over 30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
3-Inch Meter						
First 30,000 Gallons	\$ 225.48	Minimum Bill	\$ 248.47	Minimum Bill	\$ 22.99	10.20%
All Over 30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
4-Inch Meter						
First 50,000 Gallons	\$ 358.08	Minimum Bill	\$ 394.59	Minimum Bill	\$ 36.51	10.20%
All Over 50,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
6-Inch Meter						
First 100,000 Gallons	\$ 689.58	Minimum Bill	\$ 759.89	Minimum Bill	\$ 70.31	10.20%
All Over 100,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
Volunteer Fire Department (Metered Services)	\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Water Loss Surcharge	\$ -	Per Bill	\$ 1.30	Per Bill	\$ 1.30	100.00%

Attachment #4

SCHEDULE OF ADJUSTED OPERATIONS
Henderson County Water District

	<u>Test Year</u>	<u>Adjustments</u>	<u>Ref.</u>	<u>Proforma</u>
<u>Operating Revenues</u>				
Total Metered Retail Sales	3,163,386	(11,858)	A	3,151,528
Private Fire Protection	-			-
Sales for Resale	-			-
Other Water Revenues:				
Forfeited Discounts	-			-
Misc. Service Revenues	21,103			21,103
Other Water Revenues	76,590			76,590
Total Operating Revenues	<u>3,261,079</u>	<u>(11,858)</u>		<u>3,249,221</u>
<u>Operating Expenses</u>				
Operation and Maintenance				
Salaries and Wages - Employees	436,307	96,686	B	532,993
Salaries and Wages - Officers	8,400			8,400
Employee Pensions and Benefits	374,492	32,196	C	384,760
		(21,928)		
Purchased Water	1,387,417	(94,333)	E	1,293,084
Purchased Power	68,706	(4,671)	E	64,035
Chemicals	-			-
Materials and Supplies	194,179			194,179
Contractual Services - Accounting	14,915			14,915
Contractual Services - Management	-			-
Contractual Services - Other	3,238			3,238
Rental of Building/Real Property	-			-
Transportation Expenses	31,481			31,481
Insurance - General Liability	25,818			25,818
Insurance - Other	13,090			13,090
Bad Debt	11,454			11,454
Miscellaneous Expenses	11,790			11,790
Total Operation and Mnt. Expenses	<u>2,581,287</u>	<u>7,950</u>		<u>2,589,237</u>
Depreciation Expense	398,042	98,609	F	496,651
Taxes Other Than Income	38,173	8,796	D	46,969
Total Operating Expenses	<u>3,017,502</u>	<u>115,354</u>		<u>3,132,856</u>
Total Utility Operating Income	243,577	(127,212)		116,365

HENDERSON COUNTY WATER DISTRICT

REVENUE REQUIREMENTS USING DEBT SERVICE COVERAGE METHOD

		<u>Ref.</u>	<u>Proforma</u>
Pro Forma Operating Expenses			3,132,856
Plus:	Average Annual Principal and Interest Payments	G	372,769
	Additional Working Capital	H	74,554
Total Revenue Requirement			3,580,179
Less:	Miscellaneous Service Revenues		21,103
	Other Water Revenues		76,590
	Interest Income		9,808
Revenue Required From Sales of Water			3,472,678
Less:	Revenue from Sales with Present Rates		3,151,528
Required Revenue Increase			321,150
Percent Increase			10.19%

REVENUE REQUIREMENTS USING OPERATING RATIO METHOD

Pro Forma Operating Expenses			3,132,856
Divided by:	Operating Ratio	I	88%
Subtotal			3,560,064
Plus:	Average Annual Interest Expense	J	78,900
Total Revenue Requirement			3,638,964
Less:	Miscellaneous Service Revenues		21,103
	Other Water Revenues		76,590
	Interest Income		9,808
Revenue Required From Sales of Water			3,531,463
Less:	Revenue from Sales with Present Rates		3,151,528
Required Revenue Increase			379,934
Percent Increase			12.06%

REFERENCES TO SAO ADJUSTMENTS

- A. Water revenues have been decreased by \$11,858 to the amounts produced by the Billing Analysis using current rates.
- B. Increases in wage rates result in annual labor expenses increasing by \$96,686.
- C. Increases in wage rates result in CERS contributions increasing by \$32,196.
- D. Increases in wage rates result in taxes other than income increasing by \$8,796.
- E. The District pays 100 percent of its employees' health and dental insurance premiums. The PSC requires that expenses associated with this level of employer-funded premiums be adjusted to be consistent with the Bureau of Labor Statistics' national average for an employer's share of health insurance premiums. Average employer shares from BLS are currently 79 percent for single coverage and 66 percent for families. The PSC also limits expenses associated with dental insurance premiums to 60 percent for single and family coverages. Applying those percentages to premiums to be paid in the current year results in a deduction from benefits expense of \$21,928.
- F. The District's water loss during the test year was 21.8%. The PSC's maximum allowable loss for rate-making purposes is 15.0 percent. Therefore, the expenses for Purchased Water and Power related to water purchased and pumped above the limit are not allowed in the rate base and must be deducted. Purchased water was decreased by \$94,333 and purchased power was decreased by \$4,671.
- G. The PSC requires adjustments to a water utility's depreciation expense when asset lives fall outside the ranges recommended by NARUC in its publication titled "Depreciation Practices for Small Utilities". Therefore, an adjustment is included to bring asset lives to the midpoint of the recommended ranges resulting in a decrease in depreciation expense of \$39,189 for the water division as shown in Table A.
- H. Average annual principal and interest payments over the next five years are \$372,769.
- I. Average annual debt service coverage over the next five years is \$74,554.
- J. The ratio used for computing reserves allowed by the Operating Ratio Method for computing revenue requirements was 88%.
- K. Average annual interest payments over the next five years is \$78,900.

Table A
DEPRECIATION EXPENSE ADJUSTMENTS
Henderson County Water District

<u>Asset</u>	<u>Date in Service</u>	<u>Original Cost *</u>	<u>Life</u>	<u>Reported Depr. Exp.</u>	<u>Life</u>	<u>Proforma Depr. Exp.</u>	<u>Depreciation Expense Adjustment</u>
<u>General Plant</u>							
Structures & Improvements	varies	\$ 353,895	varlies	9,847	37.5	9,437	(410)
Communication & Computer Eqmt.	varies	\$ 4,852	varlies	1,679	10.0	485	(1,194)
Office Furniture & Equipment	varies	\$ 6,216	varlies	909	22.5	276	(633)
Power Operated Equipment					12.5	-	-
Tools, Shop, & Garage Equipment	varies	\$ 1,359	varlies	272	17.5	78	(194)
Tank Repairs & Painting					15.0	-	-
<u>Source of Supply Plant</u>							
Collecting & Impounding Reservoirs					62.5	-	-
Supply Mains					62.5	-	-
<u>Pumping Plant</u>							
Structures & Improvements	varies	\$ 596,926	varies	29,846	37.5	15,918	(13,928)
Telemetry					10.0	-	-
Pumping Equipment	varies	\$ 35,215	varies	1,761	20.0	1,761	(0)
<u>Transmission & Distribution Plant</u>							
Hydrants	varies	\$ 396,249	varies	6,340	50.0	7,925	1,585
Transmission & Distribution Mains	varies	\$ 13,042,699	varies	207,819	62.5	208,683	864
Meter Installations	varies	\$ 149,364	varies	3,319	45.0	3,319	0
Meter Change-outs	varies	\$ 2,206,452	varies	55,753	15.0	147,097	91,344
Pump Equipment					20.0	-	-
Tank Fence					37.5	-	-
Services	varies	\$ 774,276	varies	12,388	40.0	19,357	6,969
Reservoirs & Tanks	varies	\$ 2,113,513	varies	33,816	45.0	46,967	13,151
Tank Painting & Repairs					15.0	-	-
<u>Transportation Equipment</u>							
Entire Group	varies	\$ 229,616	varies	31,747	7.0	32,802	1,055
<u>Water Treatment Plant</u>							
Structures and Improvements					62.5	-	-
Water Treatment Equipment					27.5	-	-
TOTALS		\$ 19,910,632		\$ 395,496		\$ 494,105	\$ 98,609

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

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

	<u>CY 2023</u>		<u>CY 2024</u>		<u>CY 2025</u>		<u>CY 2026</u>		<u>CY 2027</u>		<u>TOTALS</u>
	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	<u>Principal</u>	<u>Interest & Fees</u>	
Series 2013 Bonds	27,000	56,925	28,000	55,893	29,000	54,825	30,000	53,719	31,500	52,566	419,428
Series 2013A Bonds	5,000	9,345	5,000	9,170	5,500	8,986	5,500	8,794	5,500	8,602	71,397
Series 2016B Bonds	350,000	28,663	270,000	21,688	275,000	14,181	285,000	5,081	-	-	1,249,613
Old National Bank Note	37,838	3,298	39,097	2,039	40,412	724	-	-	-	-	123,407
TOTALS	419,838	98,230	342,097	88,789	349,912	78,716	320,500	67,594	37,000	61,168	\$ 1,863,844
Average Annual Principal & Interest											\$ 372,769
Average Annual Coverage											\$ 74,554

Interest Only 98,230 88,789 78,716 67,594 61,168 \$ **394,498**

Average Interest Only **\$ 78,900**

Attachment #5

2021 CURRENT BILLING ANALYSIS

Henderson County Water District

Summary	# of Bills	Gallons Sold	Revenue
Residential/Commercial	76,009	334,729,760	\$ 3,157,693
Less Leak Adjustments			\$ (6,165)
Net Retail			\$ 3,151,528
From PSC Annual Report			\$ 3,163,386
Difference			\$ (11,858) Adjustment to SAO Billed Retail Revenues

-0.37%

5/8X3/4 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 2,000	Next 8,000	Next 20,000	Over 30,000	Total
First	2,000	18,719	19,248,327	19,248,327	-	-	-	19,248,327
Next	8,000	49,439	216,144,534	98,878,000	117,266,534	-	-	216,144,534
Next	20,000	3,137	45,685,137	6,274,000	25,096,000	14,315,137	-	45,685,137
Over	30,000	266	13,366,856	532,000	2,128,000	5,320,000	5,386,856	13,366,856
TOTALS		71,561	294,444,854	124,932,327	144,490,534	19,635,137	5,386,856	294,444,854

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	2,000	71,561	124,932,327	\$ 20.76	\$ 1,485,606
Next	8,000		144,490,534	\$ 0.00769	\$ 1,111,132
Next	20,000		19,635,137	\$ 0.00716	\$ 140,588
Over	30,000		5,386,856	\$ 0.00663	\$ 35,715
TOTAL		71,561	294,444,854		\$ 2,773,041

5/8X3/4 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 4,000	Next 16,000	Next 40,000	Over 60,000	Total
First	4,000	312	807,683	807,683	-	-	-	807,683
Next	16,000	504	3,761,128	2,016,000	1,745,128	-	-	3,761,128
Next	40,000	25	756,135	100,000	400,000	256,135	-	756,135
Over	60,000	8	1,226,651	32,000	128,000	320,000	746,651	1,226,651
TOTALS		849	6,551,597	2,955,683	2,273,128	576,135	746,651	6,551,597

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	4,000	849	2,955,683	\$ 41.52	\$ 35,250
Next	16,000		2,273,128	\$ 0.00769	\$ 17,480
Next	40,000		576,135	\$ 0.00716	\$ 4,125
Over	60,000		746,651	\$ 0.00663	\$ 4,950
TOTAL		849	6,551,597		\$ 61,806

5/8X3/4 INCH METERS

CONSUMPTION BY RATE INCREMENT

3 UNITS

	Usage	Bills	Gallons	First 6,000	Next 24,000	Next 60,000	Over 90,000	Total
First	6,000	24	88,449	88,449	-	-	-	88,449
Next	24,000	47	541,383	282,000	259,383	-	-	541,383
Next	60,000	1	49,345	6,000	24,000	19,345	-	49,345
Over	90,000	-	-	-	-	-	-	-
TOTALS		72	679,177	376,449	283,383	19,345	-	679,177

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	6,000	72	376,449	\$ 62.28	\$ 4,484
Next	24,000		283,383	\$ 0.00769	\$ 2,179
Next	60,000		19,345	\$ 0.00716	\$ 139
Over	90,000		-	\$ 0.00663	\$ -
TOTAL		72	679,177		\$ 6,802

5/8X3/4 INCH METERS
4 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 8,000	Next 32,000	Next 80,000	Over 120,000	Total
First	8,000	13	71,596	71,596	-	-	-	71,596
Next	32,000	10	114,637	80,000	34,637	-	-	114,637
Next	80,000	1	48,029	8,000	32,000	8,029	-	48,029
Over	120,000	-	-	-	-	-	-	-
TOTALS		24	234,262	159,596	66,637	8,029	-	234,262

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	8,000	24	159,596	\$ 83.04	\$ 1,993
Next	32,000		66,637	\$ 0.00769	\$ 512
Next	80,000		8,029	\$ 0.00716	\$ 57
Over	120,000		-	\$ 0.00663	\$ -
TOTAL		24	234,262		\$ 2,563

1 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 5,000	Next 5,000	Next 20,000	Over 30,000	Total
First	5,000	1,759	4,722,164	4,722,164	-	-	-	4,722,164
Next	5,000	926	6,342,034	4,630,000	1,712,034	-	-	6,342,034
Next	20,000	360	5,867,402	1,800,000	1,800,000	2,267,402	-	5,867,402
Over	30,000	85	4,499,911	425,000	425,000	1,700,000	1,949,911	4,499,911
TOTALS		3,130	21,431,511	11,577,164	3,937,034	3,967,402	1,949,911	21,431,511

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	5,000	3,130	11,577,164	\$ 43.83	\$ 137,188

Next	5,000	3,937,034	\$	0.00769	\$	30,276
Next	20,000	3,967,402	\$	0.00716	\$	28,407
Over	30,000	1,949,911	\$	0.00663	\$	12,928
TOTAL	3,130	21,431,511			\$	208,798

1 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 10,000	Next 10,000	Next 40,000	Over 60,000	Total
First	10,000	16	105,063	105,063	-	-	-	105,063
Next	10,000	6	79,613	60,000	19,613	-	-	79,613
Next	40,000	4	166,712	40,000	40,000	86,712	-	166,712
Over	60,000	10	766,441	100,000	100,000	400,000	166,441	766,441
TOTALS		36	1,117,829	305,063	159,613	486,712	166,441	1,117,829

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	10,000	36	305,063	\$ 87.66	\$ 3,156
Next	10,000		159,613	\$ 0.00769	\$ 1,227
Next	40,000		486,712	\$ 0.00716	\$ 3,485
Over	60,000		166,441	\$ 0.00663	\$ 1,104
TOTAL		36	1,117,829		\$ 8,972

2 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 16,000	Next 14,000	Over 30,000	Total
First	16,000	161	913,871	913,871	-	-	913,871
Next	14,000	49	1,059,815	784,000	275,815	-	1,059,815
Over	30,000	66	5,530,612	1,056,000	924,000	3,550,612	5,530,612
TOTALS		276	7,504,298	2,753,871	1,199,815	3,550,612	7,504,298

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	16,000	276	2,753,871	\$ 125.24	\$ 34,566
Next	14,000		1,199,815	\$ 0.00716	\$ 8,591
Over	30,000		3,550,612	\$ 0.00663	\$ 23,541
TOTAL		276	7,504,298		\$ 66,697

2 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 32,000	Next 28,000	Over 60,000	Total
First	32,000	11	194,752	194,752	-	-	194,752
Next	28,000	1	35,980	32,000	3,980	-	35,980
Over	60,000	-	-	-	-	-	-
TOTALS		12	230,732	226,752	3,980	-	230,732

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	32,000	12	226,752	\$ 250.48	\$ 3,006
Next	28,000		3,980	\$ 0.00716	\$ 28
Over	60,000		-	\$ 0.00663	\$ -
TOTAL		12	230,732		\$ 3,034

3 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 30,000	Over 30,000	Total
First	30,000	1	21,700	21,700	-	21,700
Over	30,000	-	-	-	-	-
TOTALS		1	21,700	21,700	-	21,700

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	30,000	1	21,700	\$ 225.48	\$ 225
Over	30,000		-	\$ 0.00663	\$ -
TOTAL		1	21,700		\$ 225

4 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 50,000	Over 50,000	Total
First	50,000	38	721,800	721,800	-	721,800
Over	50,000	10	1,792,000	500,000	1,292,000	1,792,000
TOTALS		48	2,513,800	1,221,800	1,292,000	2,513,800

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	50,000	48	1,221,800	\$ 358.08	\$ 17,188
Over	50,000		1,292,000	\$ 0.00663	\$ 8,566
TOTAL		48	2,513,800		\$ 25,754

6 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 100,000	Over 100,000	Total
First	100,000	-	-	-	-	-
Over	100,000	-	-	-	-	-
TOTALS		-	-	-	-	-

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	100,000	-	-	\$ 689.58	\$ -
Over	100,000		-	\$ 0.00663	\$ -
TOTAL		-	-		\$ -

Attachment #6

2021 PROPOSED BILLING ANALYSIS

Henderson County Water District

Summary	# of Bills	Gallons Sold	Revenue
Residential/Commercial	76,009	334,729,760	\$ 3,479,887
Less Leak Adjustments			\$ (6,165)
Net Retail			\$ 3,473,722
Revenue Requirement			\$ 3,472,678
Difference			\$ 1,044

Adjustment to SAO Billed Retail Revenues 0.03%

5/8X3/4 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 2,000	Next 8,000	Next 20,000	Over 30,000	Total
First	2,000	18,719	19,248,327	19,248,327	-	-	-	19,248,327
Next	8,000	49,439	216,144,534	98,878,000	117,266,534	-	-	216,144,534
Next	20,000	3,137	45,685,137	6,274,000	25,096,000	14,315,137	-	45,685,137
Over	30,000	266	13,366,856	532,000	2,128,000	5,320,000	5,386,856	13,366,856
TOTALS		71,561	294,444,854	124,932,327	144,490,534	19,635,137	5,386,856	294,444,854

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	2,000	71,561	124,932,327	\$ 22.88	\$ 1,637,316
Next	8,000		144,490,534	\$ 0.00847	\$ 1,224,413
Next	20,000		19,635,137	\$ 0.00789	\$ 154,921
Over	30,000		5,386,856	\$ 0.00731	\$ 39,356
TOTAL		71,561	294,444,854		\$ 3,056,006

5/8X3/4 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 4,000	Next 16,000	Next 40,000	Over 60,000	Total
First	4,000	312	807,683	807,683	-	-	-	807,683
Next	16,000	504	3,761,128	2,016,000	1,745,128	-	-	3,761,128
Next	40,000	25	756,135	100,000	400,000	256,135	-	756,135
Over	60,000	8	1,226,651	32,000	128,000	320,000	746,651	1,226,651
TOTALS		849	6,551,597	2,955,683	2,273,128	576,135	746,651	6,551,597

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	4,000	849	2,955,683	\$ 45.76	\$ 38,850
Next	16,000		2,273,128	\$ 0.00847	\$ 19,262
Next	40,000		576,135	\$ 0.00789	\$ 4,546
Over	60,000		746,651	\$ 0.00731	\$ 5,455
TOTAL		849	6,551,597		\$ 68,113

5/8X3/4 INCH METERS

CONSUMPTION BY RATE INCREMENT

3 UNITS

	Usage	Bills	Gallons	First 6,000	Next 24,000	Next 60,000	Over 90,000	Total
First	6,000	24	88,449	88,449	-	-	-	88,449
Next	24,000	47	541,383	282,000	259,383	-	-	541,383
Next	60,000	1	49,345	6,000	24,000	19,345	-	49,345
Over	90,000	-	-	-	-	-	-	-
TOTALS		72	679,177	376,449	283,383	19,345	-	679,177

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	6,000	72	376,449	\$ 68.64	\$ 4,942
Next	24,000		283,383	\$ 0.00847	\$ 2,401
Next	60,000		19,345	\$ 0.00789	\$ 153
Over	90,000		-	\$ 0.00731	\$ -
TOTAL		72	679,177		\$ 7,496

5/8X3/4 INCH METERS
4 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 8,000	Next 32,000	Next 80,000	Over 120,000	Total
First	8,000	13	71,596	71,596	-	-	-	71,596
Next	32,000	10	114,637	80,000	34,637	-	-	114,637
Next	80,000	1	48,029	8,000	32,000	8,029	-	48,029
Over	120,000	-	-	-	-	-	-	-
TOTALS		24	234,262	159,596	66,637	8,029	-	234,262

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	8,000	24	159,596	\$ 91.52	\$ 2,196
Next	32,000		66,637	\$ 0.00847	\$ 565
Next	80,000		8,029	\$ 0.00789	\$ 63
Over	120,000		-	\$ 0.00731	\$ -
TOTAL		24	234,262		\$ 2,825

1 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 5,000	Next 5,000	Next 20,000	Over 30,000	Total
First	5,000	1,759	4,722,164	4,722,164	-	-	-	4,722,164
Next	5,000	926	6,342,034	4,630,000	1,712,034	-	-	6,342,034
Next	20,000	360	5,867,402	1,800,000	1,800,000	2,267,402	-	5,867,402
Over	30,000	85	4,499,911	425,000	425,000	1,700,000	1,949,911	4,499,911
TOTALS		3,130	21,431,511	11,577,164	3,937,034	3,967,402	1,949,911	21,431,511

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	5,000	3,130	11,577,164	\$ 48.30	\$ 151,179

Next	5,000	3,937,034	\$	0.00847	\$	33,362
Next	20,000	3,967,402	\$	0.00789	\$	31,303
Over	30,000	1,949,911	\$	0.00731	\$	14,246
TOTAL	3,130	21,431,511			\$	230,090

1 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 10,000	Next 10,000	Next 40,000	Over 60,000	Total
First	10,000	16	105,063	105,063	-	-	-	105,063
Next	10,000	6	79,613	60,000	19,613	-	-	79,613
Next	40,000	4	166,712	40,000	40,000	86,712	-	166,712
Over	60,000	10	766,441	100,000	100,000	400,000	166,441	766,441
TOTALS		36	1,117,829	305,063	159,613	486,712	166,441	1,117,829

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	10,000	36	305,063	\$ 96.60	\$ 3,478
Next	10,000		159,613	\$ 0.00847	\$ 1,353
Next	40,000		486,712	\$ 0.00789	\$ 3,840
Over	60,000		166,441	\$ 0.00731	\$ 1,216
TOTAL		36	1,117,829		\$ 9,886

2 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 16,000	Next 14,000	Over 30,000	Total
First	16,000	161	913,871	913,871	-	-	913,871
Next	14,000	49	1,059,815	784,000	275,815	-	1,059,815
Over	30,000	66	5,530,612	1,056,000	924,000	3,550,612	5,530,612
TOTALS		276	7,504,298	2,753,871	1,199,815	3,550,612	7,504,298

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	16,000	276	2,753,871	\$ 138.01	\$ 38,091
Next	14,000		1,199,815	\$ 0.00789	\$ 9,467
Over	30,000		3,550,612	\$ 0.00731	\$ 25,941
TOTAL		276	7,504,298		\$ 73,498

2 INCH METERS
2 UNITS

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 32,000	Next 28,000	Over 60,000	Total
First	32,000	11	194,752	194,752	-	-	194,752
Next	28,000	1	35,980	32,000	3,980	-	35,980
Over	60,000	-	-	-	-	-	-
TOTALS		12	230,732	226,752	3,980	-	230,732

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	32,000	12	226,752	\$ 276.02	\$ 3,312
Next	28,000		3,980	\$ 0.00789	\$ 31
Over	60,000		-	\$ 0.00731	\$ -
TOTAL		12	230,732		\$ 3,344

3 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 30,000	Over 30,000	Total
First	30,000	1	21,700	21,700	-	21,700
Over	30,000	-	-	-	-	-
TOTALS		1	21,700	21,700	-	21,700

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	30,000	1	21,700	\$ 248.47	\$ 248
Over	30,000		-	\$ 0.00731	\$ -
TOTAL		1	21,700		\$ 248

4 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 50,000	Over 50,000	Total
First	50,000	38	721,800	721,800	-	721,800
Over	50,000	10	1,792,000	500,000	1,292,000	1,792,000
TOTALS		48	2,513,800	1,221,800	1,292,000	2,513,800

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	50,000	48	1,221,800	\$ 394.59	\$ 18,940
Over	50,000		1,292,000	\$ 0.00731	\$ 9,439
TOTAL		48	2,513,800		\$ 28,380

6 INCH METERS
1 UNIT

CONSUMPTION BY RATE INCREMENT

	Usage	Bills	Gallons	First 100,000	Over 100,000	Total
First	100,000	-	-	-	-	-
Over	100,000	-	-	-	-	-
TOTALS		-	-	-	-	-

REVENUE BY RATE INCREMENT

	Usage	Bills	Gallons	Rate	Revenue
First	100,000	-	-	\$ 759.89	\$ -
Over	100,000		-	\$ 0.00731	\$ -
TOTAL		-	-		\$ -

Attachment #7

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Buildings & Improvements												
179		Office Building	1/04/97	307,612.47	0.00	0.00	234,469.98	8,203.00	242,672.98	64,939.49	S/L	37.50
180		Whse-concrete pad	7/22/98	1,530.00	0.00	0.00	1,530.00	0.00	1,530.00	0.00	S/L	37.50
373		Parking Lot Expansion	8/02/11	27,708.40	0.00	0.00	8,651.18	738.89	9,390.07	18,318.33	S/L	37.50
435		Furnace for office	3/16/12	3,500.00	0.00	0.00	912.89	93.33	1,006.22	2,493.78	S/L	37.50
686		New Roof (net of insurance)	5/10/17	1,295.00	0.00	0.00	161.14	34.53	195.67	1,099.33	S/L	37.50
687		Cameras - back lot	5/12/17	1,063.95	0.00	0.00	496.53	106.40	602.93	461.02	S/L	10.00
688		Fence - back lot	6/20/17	6,679.14	0.00	0.00	2,003.76	445.28	2,449.04	4,230.10	S/L	15.00
702		New AC Unit @ office	8/31/18	4,506.00	0.00	0.00	751.00	225.30	976.30	3,529.70	S/L	20.00
Buildings & Improvements				353,894.96	0.00c	0.00	248,976.48	9,846.73	258,823.21	95,071.75		
Group: Computer												
381		Laptop	2/22/11	1,885.27	0.00	0.00	1,885.27	0.00	1,885.27	0.00	S/L	5.00
382		Neptune Radio Reading Equipment	7/28/11	6,585.48	0.00	0.00	6,585.48	0.00	6,585.48	0.00	S/L	5.00
439		New computer - Lisa	3/21/12	1,131.50	0.00	0.00	1,131.50	0.00	1,131.50	0.00	S/L	5.00
480		New computer - Jimmy	12/06/13	950.17	0.00	0.00	950.17	0.00	950.17	0.00	S/L	5.00
481		New computer - Pete	8/21/13	1,485.00	0.00	0.00	1,485.00	0.00	1,485.00	0.00	S/L	5.00
482		Maintenance on software	1/23/13	3,193.00	0.00	0.00	3,193.00	0.00	3,193.00	0.00	S/L	5.00
483		Support billing	2/28/13	2,460.00	0.00	0.00	2,460.00	0.00	2,460.00	0.00	S/L	5.00
506		Neptune Equipment	12/20/13	3,193.00	0.00	0.00	3,193.00	0.00	3,193.00	0.00	S/L	5.00
560		Hand held	5/05/14	181.63	0.00	0.00	181.63	0.00	181.63	0.00	S/L	5.00
561		Up-grade office	8/01/14	254.89	0.00	0.00	254.89	0.00	254.89	0.00	S/L	5.00
563		Recordkeeping asset	3/06/14	299.00	0.00	0.00	299.00	0.00	299.00	0.00	S/L	5.00
671		Meter reading unit	12/02/15	413.06	0.00	0.00	413.06	0.00	413.06	0.00	S/L	5.00
691		Computer & access-Radio read	5/31/17	8,500.00	0.00	0.00	7,791.67	708.33	8,500.00	0.00	S/L	5.00
715		Front Counter Computer	10/19/19	968.15	0.00	0.00	419.53	193.63	613.16	354.99	S/L	5.00
716		Computers (United Systems)	11/15/19	3,884.00	0.00	0.00	1,683.07	776.80	2,459.87	1,424.13	S/L	5.00
Computer				35,384.15	0.00c	0.00	31,926.27	1,678.76	33,605.03	1,779.12		
				4,852.15								
Group: Distribution												
17		Rocksprings tank	9/01/67	34,044.00	0.00	0.00	34,044.00	0.00	34,044.00	0.00	S/L	62.50
19		Midway Road Tank - Elevated	1/08/88	187,324.00	0.00	0.00	119,382.38	2,997.18	122,379.56	64,944.44	S/L	62.50
20		Tunnel Hill Tank - Elevated	1/08/88	230,006.00	0.00	0.00	146,589.34	3,680.10	150,269.44	79,736.56	S/L	62.50
21		Delware Tank - Elevated	1/08/88	165,193.00	0.00	0.00	105,285.13	2,643.09	107,928.22	57,264.78	S/L	62.50
22		Ridgewood Tank - Elevated	1/08/88	181,792.00	0.00	0.00	115,864.11	2,908.67	118,772.78	63,019.22	S/L	62.50
24		Corydon Tank - Alt. Valve	1/20/93	11,856.00	0.00	0.00	7,554.74	189.70	7,744.44	4,111.56	S/L	62.50
26		Elevated Tank - Corydon	1/20/93	206,255.00	0.00	0.00	130,677.28	3,300.08	133,977.36	72,277.64	S/L	62.50
27		Robards Elevated Tank	9/10/98	514,630.47	0.00	0.00	254,227.92	8,234.09	262,462.01	252,168.46	S/L	62.50
285		Ridgewood and Midway tank impro	3/31/03	142,239.00	0.00	0.00	74,059.07	2,275.82	76,334.89	65,904.11	S/L	62.50
291		Delaware and Midway tank improv	3/31/04	167,079.00	0.00	0.00	80,309.27	2,673.26	82,982.53	84,096.47	S/L	62.50
308		Rock Springs Improvements	6/30/06	30,941.99	0.00	0.00	12,087.99	495.07	12,583.06	18,358.93	S/L	62.50
309		Corydon Improvements	8/31/06	20,761.99	0.00	0.00	7,972.59	332.19	8,304.78	12,457.21	S/L	62.50
365		Corydon Repair and Improvements	8/09/10	71,550.00	0.00	0.00	16,265.70	1,144.80	17,410.50	54,139.50	S/L	62.50
366		Various tank improvements	4/29/10	55,312.00	0.00	0.00	13,127.36	884.99	14,012.35	41,299.65	S/L	62.50
443		gate valve	9/24/12	493.30	0.00	0.00	71.01	7.89	78.90	414.40	S/L	62.50
693		Corydon & Midway Tank Improv.	9/28/17	126,479.00	0.00	0.00	8,600.56	2,023.66	10,624.22	115,854.78	S/L	62.50

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FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Distribution (continued)												
730		3-pressure transmitter	1/19/21	1,599.78	0.00	0.00	23.46	25.60	49.06	1,550.72	S/L	62.50
		<i>Tank</i> Distribution		2,147,556.53	0.00c	0.00	1,126,141.91	33,816.19	1,159,958.10	987,598.43		
				<i>2,113,512.53</i>								
Group: Electric pumping equipmen												
460		Pump repair	5/22/13	667.06	0.00	0.00	286.26	33.35	319.61	347.45	S/L	20.00
566		Pumping equipment	10/30/14	15,208.92	0.00	0.00	5,449.89	760.45	6,210.34	8,998.58	S/L	20.00
632		Pump equipment	7/01/15	3,689.11	0.00	0.00	1,198.99	184.46	1,383.45	2,305.66	S/L	20.00
675		Pumping equipment	9/26/16	10,678.00	0.00	0.00	2,802.98	533.90	3,336.88	7,341.12	S/L	20.00
682		Pumping equipment	7/28/17	2,548.05	0.00	0.00	562.68	127.40	690.08	1,857.97	S/L	20.00
698		Rebuild 60 West pump	4/13/18	2,423.51	0.00	0.00	454.42	121.18	575.60	1,847.91	S/L	20.00
		Electric pumping equipmen		35,214.65	0.00c	0.00	10,755.22	1,760.74	12,515.96	22,698.69		
Group: Hydrants												
147		Additions	9/01/67	14,852.00	0.00	0.00	14,852.00	0.00	14,852.00	0.00	S/L	62.50
148		Additions	5/01/82	396.00	0.00	0.00	299.10	6.34	305.44	90.56	S/L	62.50
149		4 Hydrants	3/01/85	2,095.00	0.00	0.00	1,455.48	33.52	1,489.00	606.00	S/L	62.50
150		Additions	3/01/86	1,345.00	0.00	0.00	907.48	21.52	929.00	416.00	S/L	62.50
151		Water System Additions	1/08/88	22,232.00	0.00	0.00	16,913.99	355.71	17,269.70	4,962.30	S/L	62.50
152		Additions	3/01/88	1,407.00	0.00	0.00	1,062.75	22.51	1,085.26	321.74	S/L	62.50
153		Additions	11/01/88	1,696.00	0.00	0.00	1,250.06	27.14	1,277.20	418.80	S/L	62.50
154		Reed-Beals Additions	2/14/89	9,080.00	0.00	0.00	6,660.52	145.28	6,805.80	2,274.20	S/L	62.50
155		Additions	3/01/92	525.00	0.00	0.00	344.16	8.40	352.56	172.44	S/L	62.50
156		91 Line Extensions	5/18/82	14,549.00	0.00	0.00	9,462.78	232.78	9,695.56	4,853.44	S/L	62.50
157		Additions-Corydon project	1/20/93	32,518.00	0.00	0.00	20,603.01	520.29	21,123.30	11,394.70	S/L	62.50
158		Fire Hydrant	12/01/93	1,859.00	0.00	0.00	1,136.42	29.74	1,166.16	692.84	S/L	62.50
159		Additions	3/01/96	2,507.00	0.00	0.00	1,396.15	40.11	1,436.26	1,070.74	S/L	62.50
160		Additions	3/01/97	7,571.00	0.00	0.00	4,023.62	121.14	4,144.76	3,426.24	S/L	62.50
161		Reed-Beals Extension	8/26/98	5,822.00	0.00	0.00	2,876.95	93.15	2,970.10	2,851.90	S/L	62.50
162		System Improvemens	10/29/98	6,401.00	0.00	0.00	3,135.13	102.42	3,237.55	3,163.45	S/L	62.50
163		Additions	3/01/00	682.00	0.00	0.00	311.79	10.91	322.70	359.30	S/L	62.50
255		2000 Water System Improvement	3/07/01	25,504.00	0.00	0.00	11,004.94	408.06	11,413.00	14,091.00	S/L	62.50
268		01-02 Additions	3/01/02	4,539.68	0.00	0.00	1,845.32	72.63	1,917.95	2,621.73	S/L	62.50
289		02-03 Additions	3/01/03	904.25	0.00	0.00	345.03	14.47	359.50	544.75	S/L	62.50
290		2001 EPA/KIA Project	5/05/04	57,629.34	0.00	0.00	20,304.71	922.07	21,226.78	36,402.56	S/L	62.50
294		03-04 Additions	1/03/04	348.00	0.00	0.00	124.08	5.57	129.65	218.35	S/L	62.50
313		Additions	1/03/06	2,925.00	0.00	0.00	896.54	46.80	943.34	1,981.66	S/L	62.50
320		2004 KIA water line ext	8/30/06	18,082.28	0.00	0.00	5,316.24	289.32	5,605.56	12,476.72	S/L	62.50
332		Additions	1/03/07	473.00	0.00	0.00	133.19	7.57	140.76	332.24	S/L	62.50
336		07-08 Additions	1/03/08	2,619.84	0.00	0.00	672.03	41.92	713.95	1,905.89	S/L	62.50
358		2009 Water extension project	8/31/09	60,670.00	0.00	0.00	13,286.73	970.72	14,257.45	46,412.55	S/L	62.50
456		hydrants	12/27/12	10,630.00	0.00	0.00	1,530.72	170.08	1,700.80	8,929.20	S/L	62.50
479		Sandy Watkins park hydrants parts	7/24/13	1,415.13	0.00	0.00	190.55	22.64	213.19	1,201.94	S/L	62.50
508		Parts for hydrant install	8/13/11	859.57	0.00	0.00	112.29	13.75	126.04	733.53	S/L	62.50
567		Hydrant and parts	6/06/14	3,409.02	0.00	0.00	413.60	54.54	468.14	2,940.88	S/L	62.50
568		Hydrants and equipment	10/31/14	47,011.89	0.00	0.00	5,390.70	752.19	6,142.89	40,869.00	S/L	62.50
596		Hydrant parts	11/15/14	13,516.90	0.00	0.00	1,549.94	216.27	1,766.21	11,750.69	S/L	62.50

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FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Hydrants (continued)												
598		Mueller hydrant	12/15/14	10,637.72	0.00	0.00	1,205.58	170.20	1,375.78	9,261.94	S/L	62.50
669		Additions	7/01/15	15,360.57	0.00	0.00	1,597.50	245.77	1,843.27	13,517.30	S/L	62.50
724		2020 Additions	7/01/20	7,013.39	0.00	0.00	168.32	112.21	280.53	6,732.86	S/L	62.50
725		2021 Additions	7/01/21	2,014.05	0.00	0.00	16.11	32.22	48.33	1,965.72	S/L	62.50
		Hydrants		<u>411,100.63</u>	<u>0.00</u>	<u>0.00</u>	<u>152,795.51</u>	<u>6,339.96</u>	<u>159,135.47</u>	<u>251,965.16</u>		
Group: Land												
734		60 W pump station - land (3/4 acre)	7/13/14	28,334.30	0.00	0.00	0.00	0.00	0.00	28,334.30	Land	0.00
736		Land - Transmission	1/01/08	173,052.07	0.00	0.00	0.00	0.00	0.00	173,052.07	Land	0.00
737		Land - General plant	1/01/98	99,128.53	0.00	0.00	0.00	0.00	0.00	99,128.53	Land	0.00
		Land		<u>300,514.90</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>300,514.90</u>		
Group: Meter Installation												
319		2004 KIA water line ext	8/31/06	45,431.73	0.00	0.00	36,345.33	1,009.59	37,354.92	8,076.81	S/L	45.00
404		Install radio reader	6/11/10	7,170.00	0.00	0.00	2,091.22	159.33	2,250.55	4,919.45	S/L	45.00
418		Bore Crew	1/03/12	2,500.00	0.00	0.00	625.04	55.56	680.60	1,819.40	S/L	45.00
419		Bore crew	5/04/12	1,000.00	0.00	0.00	241.65	22.22	263.87	736.13	S/L	45.00
448		resetter, valves	10/09/12	2,181.10	0.00	0.00	436.23	48.47	484.70	1,696.40	S/L	45.00
449		meters	9/11/12	577.50	0.00	0.00	115.47	12.83	128.30	449.20	S/L	45.00
450		bores	10/01/12	1,000.00	0.00	0.00	199.98	22.22	222.20	777.80	S/L	45.00
451		meters	10/19/12	3,747.00	0.00	0.00	749.43	83.27	832.70	2,914.30	S/L	45.00
452		meter boxes	10/30/12	1,705.25	0.00	0.00	341.01	37.89	378.90	1,326.35	S/L	45.00
453		antennas	10/31/12	1,082.99	0.00	0.00	216.63	24.07	240.70	842.29	S/L	45.00
454		resetters	11/07/12	1,486.81	0.00	0.00	297.36	33.04	330.40	1,156.41	S/L	45.00
455		resetters and meter boxed	11/26/12	4,735.99	0.00	0.00	947.16	105.24	1,052.40	3,683.59	S/L	45.00
499		Meter installation 12/13	3/01/13	7,769.10	0.00	0.00	1,525.07	172.65	1,697.72	6,071.38	S/L	45.00
533		Directional Bore 8 hours	9/01/13	1,000.00	0.00	0.00	185.17	22.22	207.39	792.61	S/L	45.00
535		Installation	9/12/13	494.81	0.00	0.00	91.67	11.00	102.67	392.14	S/L	45.00
536		Installation	9/19/13	479.64	0.00	0.00	87.94	10.66	98.60	381.04	S/L	45.00
538		Coal Mine Meter Install	9/27/13	1,403.50	0.00	0.00	262.19	31.19	293.38	1,110.12	S/L	45.00
540		Installation	10/03/13	607.26	0.00	0.00	111.29	13.49	124.78	482.48	S/L	45.00
542		Installation	10/10/13	231.06	0.00	0.00	42.32	5.13	47.45	183.61	S/L	45.00
543		Installation	10/17/13	483.24	0.00	0.00	87.71	10.74	98.45	384.79	S/L	45.00
544		Installation	10/24/13	57.70	0.00	0.00	10.45	1.28	11.73	45.97	S/L	45.00
546		Meter box top sections	10/28/13	840.00	0.00	0.00	155.19	18.67	173.86	666.14	S/L	45.00
547		Installation	10/31/13	86.55	0.00	0.00	15.68	1.92	17.60	68.95	S/L	45.00
549		Installation	11/14/13	115.40	0.00	0.00	20.91	2.56	23.47	91.93	S/L	45.00
550		Installation	11/21/13	243.68	0.00	0.00	43.81	5.42	49.23	194.45	S/L	45.00
553		Installation	11/28/13	535.27	0.00	0.00	96.11	11.89	108.00	427.27	S/L	45.00
556		Installation	12/26/13	95.82	0.00	0.00	17.04	2.13	19.17	76.65	S/L	45.00
586		Meter Installation January	1/15/14	351.80	0.00	0.00	62.56	7.82	70.38	281.42	S/L	45.00
587		Meter Installation March	3/31/14	179.28	0.00	0.00	30.85	3.98	34.83	144.45	S/L	45.00
588		Meter Installation May	5/15/14	942.69	0.00	0.00	160.62	20.95	181.57	761.12	S/L	45.00
589		Meter Installation June	6/15/14	1,027.21	0.00	0.00	173.13	22.83	195.96	831.25	S/L	45.00
590		Meter Installation July	7/31/14	553.45	0.00	0.00	91.22	12.30	103.52	449.93	S/L	45.00
591		Meter Installation August	8/31/14	1,878.22	0.00	0.00	306.09	41.74	347.83	1,530.39	S/L	45.00

396,248.63

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Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Meter Installation (continued)												
670		Additions	7/01/15	11,477.17	0.00	0.00	1,657.82	255.05	1,912.87	9,564.30	S/L	45.00
676		2017 Additions	7/01/16	5,195.44	0.00	0.00	634.98	115.45	750.43	4,445.01	S/L	45.00
694		2017 Additions	7/01/17	4,370.13	0.00	0.00	437.00	97.11	534.11	3,836.02	S/L	45.00
710		2018 Additions	7/01/18	8,317.90	0.00	0.00	646.94	184.84	831.78	7,486.12	S/L	45.00
713		2019 Additions	7/01/19	9,561.16	0.00	0.00	531.18	212.47	743.65	8,817.51	S/L	45.00
722		2020 Additions	7/01/20	8,764.22	0.00	0.00	292.14	194.76	486.90	8,277.32	S/L	45.00
726		2021 Additions	7/01/21	9,684.22	0.00	0.00	107.60	215.20	322.80	9,361.42	S/L	45.00
Meter Installation				149,364.29	0.00	0.00	50,491.19	3,319.18	53,810.37	95,553.92		
Group: Meters												
288		2001 EPA/KIA Project - Meters	5/05/04	59,136.69	0.00	0.00	59,136.69	0.00	59,136.69	0.00	S/L	40.00
295		03-04 Additions	1/03/04	50,795.93	0.00	0.00	50,795.93	0.00	50,795.93	0.00	S/L	40.00
300		Additions	1/03/05	43,540.02	0.00	0.00	42,451.50	1,088.52	43,540.02	0.00	S/L	40.00
312		Additions	1/03/06	49,468.64	0.00	0.00	43,285.07	1,236.72	44,521.79	4,946.85	S/L	40.00
323		06-07 Additions	1/03/07	37,555.88	0.00	0.00	29,105.84	938.90	30,044.74	7,511.14	S/L	40.00
335		07-08 Additions	1/03/08	44,930.54	0.00	0.00	30,328.07	1,123.26	31,451.33	13,479.21	S/L	40.00
347		08-09 Additions	1/03/09	60,268.11	0.00	0.00	34,654.14	1,506.70	36,160.84	24,107.27	S/L	40.00
357		2009 Water extension project - Met	8/31/09	82,236.00	0.00	0.00	43,173.90	2,055.90	45,229.80	37,006.20	S/L	40.00
361		09-10 Additions	1/03/10	62,339.12	0.00	0.00	29,611.10	1,558.48	31,169.58	31,169.54	S/L	40.00
371		2010-2011 Additions	1/03/11	60,183.28	0.00	0.00	22,568.71	1,504.58	24,073.29	36,109.99	S/L	40.00
402		Meter	9/30/11	726.32	0.00	0.00	230.02	18.16	248.18	478.14	S/L	40.00
403		Boxes	9/30/11	2,263.75	0.00	0.00	716.82	56.59	773.41	1,490.34	S/L	40.00
405		Meters	10/18/11	2,880.00	0.00	0.00	888.00	72.00	960.00	1,920.00	S/L	40.00
406		3" meter	10/18/11	998.95	0.00	0.00	307.98	24.97	332.95	666.00	S/L	40.00
407		Resettlers	10/26/11	2,059.30	0.00	0.00	634.93	51.48	686.41	1,372.89	S/L	40.00
408		2 1" meters	10/27/11	624.50	0.00	0.00	192.53	15.61	208.14	416.36	S/L	40.00
409		Meter boxes	10/31/11	1,080.00	0.00	0.00	333.00	27.00	360.00	720.00	S/L	40.00
410		BMB	1/11/12	1,562.50	0.00	0.00	468.73	39.06	507.79	1,054.71	S/L	40.00
411		60 meters	2/11/12	2,880.00	0.00	0.00	864.00	72.00	936.00	1,944.00	S/L	40.00
412		Meter boxes	12/16/11	846.00	0.00	0.00	246.75	21.15	267.90	578.10	S/L	40.00
413		Resettlers	12/01/12	682.31	0.00	0.00	199.03	17.06	216.09	466.22	S/L	40.00
414		BMB	1/31/12	1,062.50	0.00	0.00	301.02	26.56	327.58	734.92	S/L	40.00
415		Resettlers with..	2/20/12	726.30	0.00	0.00	199.76	18.16	217.92	508.38	S/L	40.00
416		Meters	2/24/12	1,354.00	0.00	0.00	372.35	33.85	406.20	947.80	S/L	40.00
417		Meters	2/29/12	2,219.86	0.00	0.00	610.49	55.50	665.99	1,553.87	S/L	40.00
420		Resettlers	11/04/12	1,413.00	0.00	0.00	376.85	35.33	412.18	1,000.82	S/L	40.00
421		2 1" radio	4/23/12	581.00	0.00	0.00	150.14	14.53	164.67	416.33	S/L	40.00
422		300 radio readers	4/25/12	40,644.00	0.00	0.00	10,499.70	1,016.10	11,515.80	29,128.20	S/L	40.00
423		2" meter	11/05/12	619.12	0.00	0.00	159.96	15.48	175.44	443.68	S/L	40.00
424		Resetter	5/16/12	678.50	0.00	0.00	169.60	16.96	186.56	491.94	S/L	40.00
425		Resettlers	5/25/12	1,444.76	0.00	0.00	361.20	36.12	397.32	1,047.44	S/L	40.00
426		Bores	1/06/12	1,062.50	0.00	0.00	265.60	26.56	292.16	770.34	S/L	40.00
427		Resettlers	6/06/12	664.29	0.00	0.00	166.10	16.61	182.71	481.58	S/L	40.00
428		Meter boxes	6/27/12	1,646.61	0.00	0.00	397.97	41.17	439.14	1,207.47	S/L	40.00
429		Bores	1/07/12	1,125.00	0.00	0.00	271.92	28.13	300.05	824.95	S/L	40.00
430		Antennas for radio readers	7/13/12	3,925.60	0.00	0.00	948.69	98.14	1,046.83	2,878.77	S/L	40.00
431		Hydrant and ...	7/20/12	6,431.63	0.00	0.00	1,500.71	160.79	1,661.50	4,770.13	S/L	40.00

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset Id	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Meters (continued)											
432	Resetter	8/21/12	966.40	0.00	0.00	217.44	24.16	241.60	724.80	S/L	40.00
433	Resettlers	8/23/12	722.19	0.00	0.00	162.45	18.05	180.50	541.69	S/L	40.00
434	Bores	8/31/12	2,000.00	0.00	0.00	450.00	50.00	500.00	1,500.00	S/L	40.00
442	Inventory Adjustment	8/31/12	51,534.00	0.00	0.00	11,595.15	1,288.35	12,883.50	38,650.50	S/L	40.00
486	Meters	8/01/13	62,925.00	0.00	0.00	14,158.17	1,573.13	15,731.30	47,193.70	S/L	40.00
487	Meters	1/15/13	2,122.50	0.00	0.00	477.54	53.06	530.60	1,591.90	S/L	40.00
488	Resettlers	1/31/13	1,443.00	0.00	0.00	321.71	36.08	357.79	1,085.21	S/L	40.00
489	2" meters	1/04/13	1,915.50	0.00	0.00	419.04	47.89	466.93	1,448.57	S/L	40.00
490	Meter boxes	4/22/13	2,176.00	0.00	0.00	471.47	54.40	525.87	1,650.13	S/L	40.00
491	Resettlers	4/26/13	2,887.60	0.00	0.00	625.65	72.19	697.84	2,189.76	S/L	40.00
492	Meter boxes	5/29/13	983.10	0.00	0.00	210.98	24.58	235.56	747.54	S/L	40.00
493	1' radio read meter	5/31/13	3,693.00	0.00	0.00	792.50	92.33	884.83	2,808.17	S/L	40.00
494	Meter boxes	6/19/13	953.40	0.00	0.00	202.64	23.84	226.48	726.92	S/L	40.00
495	300 new radio read meters	6/27/13	61,500.00	0.00	0.00	13,068.75	1,537.50	14,606.25	46,893.75	S/L	40.00
496	Resettlers	6/27/13	1,413.00	0.00	0.00	300.30	35.33	335.63	1,077.37	S/L	40.00
497	6" meters	7/29/13	2,480.00	0.00	0.00	521.83	62.00	583.83	1,896.17	S/L	40.00
498	Resettlers	8/13/13	1,413.00	0.00	0.00	297.36	35.33	332.69	1,080.31	S/L	40.00
534	10 1" meters	9/09/13	3,122.50	0.00	0.00	650.50	78.06	728.56	2,393.94	S/L	40.00
537	resettlers	9/24/13	2,243.25	0.00	0.00	462.66	56.08	518.74	1,724.51	S/L	40.00
539	Strainer and kit	9/28/13	867.54	0.00	0.00	178.94	21.69	200.63	666.91	S/L	40.00
541	Resettlers, ball valve, corp stop, and	8/13/10	3,060.22	0.00	0.00	631.21	76.51	707.72	2,352.50	S/L	40.00
545	Resettlers	10/25/13	1,645.05	0.00	0.00	335.89	41.13	377.02	1,268.03	S/L	40.00
548	Meters boxes	12/13/11	488.75	0.00	0.00	99.80	12.22	112.02	376.73	S/L	40.00
551	200 meters	11/22/13	35,040.00	0.00	0.00	7,081.00	876.00	7,957.00	27,083.00	S/L	40.00
552	1" and 2" meters	11/26/13	12,630.00	0.00	0.00	2,552.31	315.75	2,868.06	9,761.94	S/L	40.00
554	Meter box and lid	3/13/12	45.00	0.00	0.00	9.13	1.13	10.26	34.74	S/L	40.00
555	Boxes	10/13/12	1,371.25	0.00	0.00	277.10	34.28	311.38	1,059.87	S/L	40.00
578	Resettlers	3/01/14	1,824.60	0.00	0.00	364.96	45.62	410.58	1,414.02	S/L	40.00
579	125 Radio	2/17/14	21,900.00	0.00	0.00	4,288.75	547.50	4,836.25	17,063.75	S/L	40.00
580	Meter 126	3/31/14	23,863.00	0.00	0.00	4,623.49	596.58	5,220.07	18,642.93	S/L	40.00
581	Meters April	4/30/14	35,260.50	0.00	0.00	6,758.24	881.51	7,639.75	27,620.75	S/L	40.00
582	Meters May	5/30/14	58,317.10	0.00	0.00	11,055.97	1,457.93	12,513.90	45,803.20	S/L	40.00
583	Meters and Resettlers June	6/15/14	23,433.10	0.00	0.00	4,442.54	585.83	5,028.37	18,404.73	S/L	40.00
584	Resettlers July	7/15/14	3,324.75	0.00	0.00	623.40	83.12	706.52	2,618.23	S/L	40.00
585	Meters and Resettlers August	8/15/14	47,400.50	0.00	0.00	8,788.83	1,185.01	9,973.84	37,426.66	S/L	40.00
592	Meters February	2/15/14	46,248.00	0.00	0.00	9,153.25	1,156.20	10,309.45	35,938.55	S/L	40.00
593	Resettlers September	9/15/14	37,824.99	0.00	0.00	6,934.55	945.62	7,880.17	29,944.82	S/L	40.00
594	Resettlers October	10/15/14	32,186.40	0.00	0.00	5,833.79	804.66	6,638.45	25,547.95	S/L	40.00
595	Meter boxes	6/14/11	1,233.82	0.00	0.00	221.09	30.85	251.94	981.88	S/L	40.00
597	Meter boxes	12/15/14	18,350.22	0.00	0.00	3,249.55	458.76	3,708.31	14,641.91	S/L	40.00
599	Meters and Parts	10/31/14	16,067.00	0.00	0.00	2,878.71	401.68	3,280.39	12,786.61	S/L	40.00
635	4" meters	7/01/15	2,374.04	0.00	0.00	385.78	59.35	445.13	1,928.91	S/L	40.00
636	18 meter boxes	6/19/15	1,047.00	0.00	0.00	170.17	26.18	196.35	850.65	S/L	40.00
640	300 3/4" meters	7/17/15	54,138.00	0.00	0.00	8,684.44	1,353.45	10,038.09	44,099.91	S/L	40.00
641	15 1" meters	7/29/15	8,250.00	0.00	0.00	1,323.64	206.25	1,529.69	6,720.31	S/L	40.00
643	12 Meter boxes	8/17/15	923.40	0.00	0.00	146.24	23.09	169.33	754.07	S/L	40.00
644	300 3/4" meters	8/23/15	54,138.00	0.00	0.00	8,571.85	1,353.45	9,925.30	44,212.70	S/L	40.00
645	300 3/4" meters	10/23/15	54,138.00	0.00	0.00	8,346.28	1,353.45	9,699.73	44,438.27	S/L	40.00
646	Resettlers	1/12/15	822.50	0.00	0.00	143.92	20.56	164.48	658.02	S/L	40.00

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset Id	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Meters (continued)												
647		Reseters	1/30/15	2,212.00	0.00	0.00	382.49	55.30	437.79	1,774.21	S/L	40.00
648		Reseters	2/13/15	2,258.00	0.00	0.00	390.45	56.45	446.90	1,811.10	S/L	40.00
649		Reseters	4/06/15	822.50	0.00	0.00	138.78	20.56	159.34	663.16	S/L	40.00
650		Reseters	4/30/15	4,364.00	0.00	0.00	727.33	109.10	836.43	3,527.57	S/L	40.00
651		Setter	6/12/15	947.00	0.00	0.00	155.89	23.68	179.57	767.43	S/L	40.00
652		Reseters	6/22/15	2,719.00	0.00	0.00	441.87	67.98	509.85	2,209.15	S/L	40.00
653		5 1' radio read meters	6/30/15	2,750.00	0.00	0.00	446.88	68.75	515.63	2,234.37	S/L	40.00
654		4" meters	7/14/15	2,406.20	0.00	0.00	391.04	60.16	451.20	1,955.00	S/L	40.00
655		Reseters	9/14/15	1,117.15	0.00	0.00	176.89	27.93	204.82	912.33	S/L	40.00
656		Reseters	9/28/15	1,292.85	0.00	0.00	202.00	32.32	234.32	1,058.53	S/L	40.00
657		Reseters	9/30/15	679.75	0.00	0.00	106.19	16.99	123.18	556.57	S/L	40.00
658		5 meter boxes	9/30/15	384.75	0.00	0.00	60.12	9.62	69.74	315.01	S/L	40.00
659		Reseters	10/14/15	613.10	0.00	0.00	95.81	15.33	111.14	501.96	S/L	40.00
660		Reseters	10/30/15	1,292.85	0.00	0.00	199.31	32.32	231.63	1,061.22	S/L	40.00
661		10-1" meters and 4-2" meters	10/30/15	5,906.76	0.00	0.00	910.63	147.67	1,058.30	4,848.46	S/L	40.00
662		Reseters	11/09/15	1,322.85	0.00	0.00	203.93	33.07	237.00	1,085.85	S/L	40.00
663		300 3-4" meters	11/17/15	54,138.00	0.00	0.00	8,233.49	1,353.45	9,586.94	44,551.06	S/L	40.00
664		7 meter boxes	11/23/15	538.65	0.00	0.00	81.94	13.47	95.41	443.24	S/L	40.00
665		18 meter boxes	12/04/15	937.20	0.00	0.00	142.53	23.43	165.96	771.24	S/L	40.00
666		10 Reseters	12/07/15	1,226.20	0.00	0.00	186.51	30.66	217.17	1,009.03	S/L	40.00
667		400 3-4" meters	12/21/15	72,184.00	0.00	0.00	10,827.60	1,804.60	12,632.20	59,551.80	S/L	40.00
668		Meter boxes & Reseters	4/06/15	2,406.50	0.00	0.00	406.08	60.16	466.24	1,940.26	S/L	40.00
677		2016 Additions-meters & accessoric	7/01/16	295,741.95	0.00	0.00	40,664.52	7,393.55	48,058.07	247,683.88	S/L	40.00
685		2017 Additions	7/01/17	178,637.78	0.00	0.00	17,863.78	3,969.73	21,833.51	156,804.27	S/L	45.00
701		2018 Additions	7/01/18	140,142.30	0.00	0.00	12,262.46	3,503.56	15,766.02	124,376.28	S/L	40.00
712		2019 Additions	7/01/19	58,212.06	0.00	0.00	3,638.25	1,455.30	5,093.55	53,118.51	S/L	40.00
723		2020 Additions	7/01/20	43,824.25	0.00	0.00	1,643.41	1,095.61	2,739.02	41,085.23	S/L	40.00
727		2021 Additions	7/01/21	43,448.47	0.00	0.00	543.11	1,086.21	1,629.32	41,819.15	S/L	40.00
Meters				<u>2,359,888.80</u>	0.00c	0.00	662,029.05	55,752.81	717,781.86	1,642,106.94		

2,258,956.18 *2,206,452.16*

Group: Office Furniture & Equipm

188		Filing cabinets (3)	1/12/93	1,505.00	0.00	0.00	1,505.00	0.00	1,505.00	0.00	S/L	10.00
192		10 board room chairs	1/15/97	2,590.00	0.00	0.00	2,590.00	0.00	2,590.00	0.00	S/L	10.00
193		7 chairs	1/15/97	1,158.00	0.00	0.00	1,158.00	0.00	1,158.00	0.00	S/L	10.00
195		Conference table	1/31/97	1,578.00	0.00	0.00	1,578.00	0.00	1,578.00	0.00	S/L	10.00
196		Blinds and cornice	1/28/97	1,364.00	0.00	0.00	1,364.00	0.00	1,364.00	0.00	S/L	7.00
197		Executive chair	2/25/97	370.00	0.00	0.00	370.00	0.00	370.00	0.00	S/L	10.00
198		Breakroom table and chairs	2/25/97	602.00	0.00	0.00	602.00	0.00	602.00	0.00	S/L	10.00
202		(3) chairs	4/30/97	777.00	0.00	0.00	777.00	0.00	777.00	0.00	S/L	10.00
326		Desk	2/28/07	1,089.44	0.00	0.00	1,089.44	0.00	1,089.44	0.00	S/L	8.00
337		Refrigerator	10/29/07	349.97	0.00	0.00	349.97	0.00	349.97	0.00	S/L	8.00
339		Desk chair & bookcase-lisa's office	12/02/08	2,159.00	0.00	0.00	2,159.00	0.00	2,159.00	0.00	S/L	7.00
340		Leather exec chair	1/04/08	353.00	0.00	0.00	353.00	0.00	353.00	0.00	S/L	7.00
350		2 vertical file cabinets	5/26/09	359.98	0.00	0.00	359.98	0.00	359.98	0.00	S/L	10.00
372		Desk (Jimmy's Office)	11/17/10	225.00	0.00	0.00	225.00	0.00	225.00	0.00	S/L	10.00
376		Drive thru Audio System	3/15/11	950.00	0.00	0.00	950.00	0.00	950.00	0.00	S/L	10.00
503		Ice Machine	9/18/13	1,940.00	0.00	0.00	1,940.00	0.00	1,940.00	0.00	S/L	8.00

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Office Furniture & Equipm (continued)												
569		Battery supply	2/28/14	104.48	0.00	0.00	104.48	0.00	104.48	0.00	S/L	7.00
570		Cash drive thru drawer	8/26/14	299.00	0.00	0.00	299.00	0.00	299.00	0.00	S/L	7.00
678		Office shredder	7/06/16	602.95	0.00	0.00	602.95	0.00	602.95	0.00	S/L	5.00
679		Receipt & cash drawer machine	7/15/16	1,319.34	0.00	0.00	1,319.34	0.00	1,319.34	0.00	S/L	5.00
689		Projector	8/31/17	422.18	0.00	0.00	261.34	60.31	321.65	100.53	S/L	7.00
690		File Cabinet-fire proof	9/01/17	1,966.32	0.00	0.00	852.06	196.63	1,048.69	917.63	S/L	10.00
714		Phone system	7/11/19	1,129.97	0.00	0.00	282.50	113.00	395.50	734.47	S/L	10.00
718		Time Clock	4/06/20	302.07	0.00	0.00	105.72	60.41	166.13	135.94	S/L	5.00
719		Printer	7/10/20	2,395.00	0.00	0.00	718.50	479.00	1,197.50	1,197.50	S/L	5.00
		Office Furniture & Equipm		25,911.70	0.00c	0.00	21,916.28	909.35	22,825.63	3,086.07		
				6,245.54								
Group: Services												
164		Additions	8/01/88	45,229.00	0.00	0.00	43,705.50	723.66	44,429.16	799.84	S/L	62.50
165		Additions	1/03/89	608.00	0.00	0.00	560.81	9.73	570.54	37.46	S/L	62.50
166		Reed-Beals Additions	2/14/89	994.00	0.00	0.00	922.66	15.90	938.56	55.44	S/L	62.50
167		Additions	1/03/90	5,681.00	0.00	0.00	5,075.54	90.90	5,166.44	514.56	S/L	62.50
168		Additions	1/03/91	7,961.00	0.00	0.00	6,848.86	127.38	6,976.24	984.76	S/L	62.50
169		Additions	1/03/92	10,619.00	0.00	0.00	8,785.74	169.90	8,955.64	1,663.36	S/L	62.50
170		Additions	1/03/93	32,700.00	0.00	0.00	25,963.83	523.20	26,487.03	6,212.97	S/L	62.50
171		Additions	1/03/94	16,927.00	0.00	0.00	12,874.23	270.83	13,145.06	3,781.94	S/L	62.50
172		Additions	1/03/95	25,733.00	0.00	0.00	18,717.81	411.73	19,129.54	6,603.46	S/L	62.50
173		Additions	1/03/97	23,976.00	0.00	0.00	15,839.98	383.62	16,223.60	7,752.40	S/L	62.50
174		Additions	1/03/98	22,946.00	0.00	0.00	14,394.70	367.14	14,761.84	8,184.16	S/L	62.50
175		Additions	1/03/99	27,083.00	0.00	0.00	16,087.21	433.33	16,520.54	10,562.46	S/L	62.50
176		System Improvements	10/29/98	19,661.00	0.00	0.00	11,896.66	314.58	12,211.24	7,449.76	S/L	62.50
177		Additions	1/03/00	26,806.00	0.00	0.00	15,029.46	428.90	15,458.36	11,347.64	S/L	62.50
178		Additions	1/03/01	21,967.00	0.00	0.00	11,583.88	351.47	11,935.35	10,031.65	S/L	62.50
248		Additions	1/03/96	31,570.00	0.00	0.00	21,908.04	505.12	22,413.16	9,156.84	S/L	62.50
249		Reed-Beals Extension	8/26/98	10,954.00	0.00	0.00	6,688.90	175.26	6,864.16	4,089.84	S/L	62.50
252		2000 Water System Improvements	7/03/01	55,347.95	0.00	0.00	29,186.83	885.57	30,072.40	25,275.55	S/L	62.50
261		01-02 Additions	1/03/02	21,780.18	0.00	0.00	10,759.43	348.48	11,107.91	10,672.27	S/L	62.50
264		02-03 Additions	1/03/03	21,755.97	0.00	0.00	8,299.95	348.10	8,648.05	13,107.92	S/L	62.50
265		Change orders-2000 Wtr Syst Imprc	4/01/02	1,585.37	0.00	0.00	792.06	25.37	817.43	767.94	S/L	62.50
293		03-04 Additions	1/03/04	20,772.52	0.00	0.00	8,876.81	332.36	9,209.17	11,563.35	S/L	62.50
299		Additions	1/03/05	26,178.52	0.00	0.00	10,314.39	418.86	10,733.25	15,445.27	S/L	62.50
311		Additions	1/03/06	15,022.11	0.00	0.00	5,417.96	240.35	5,658.31	9,363.80	S/L	62.50
318		2004 KIA water line ext	8/31/06	16,387.07	0.00	0.00	5,637.15	262.19	5,899.34	10,487.73	S/L	62.50
322		06-07 Additions	1/03/07	23,255.08	0.00	0.00	7,612.15	372.08	7,984.23	15,270.85	S/L	62.50
334		07-08 Additions	1/03/08	11,861.50	0.00	0.00	3,487.23	189.78	3,677.01	8,184.49	S/L	62.50
346		08-09 Additions	1/03/09	17,954.78	0.00	0.00	4,680.24	287.28	4,967.52	12,987.26	S/L	62.50
356		2009 Water line extension	8/31/09	22,804.42	0.00	0.00	5,564.28	364.87	5,929.15	16,875.27	S/L	62.50
360		09-10 Additions	1/03/10	20,460.75	0.00	0.00	4,651.40	327.37	4,978.77	15,481.98	S/L	62.50
370		2010-2011 Additions	1/03/11	19,916.88	0.00	0.00	3,863.88	318.67	4,182.55	15,734.33	S/L	62.50
394		Saddle	10/26/11	1,433.98	0.00	0.00	246.29	22.94	269.23	1,164.75	S/L	62.50
395		Ball valves	1/23/12	2,120.61	0.00	0.00	346.60	33.93	380.53	1,740.08	S/L	62.50
396		Pipe	1/02/12	836.04	0.00	0.00	136.68	13.38	150.06	685.98	S/L	62.50
397		Ball valve	2/28/12	561.20	0.00	0.00	90.17	8.98	99.15	462.05	S/L	62.50

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	dt	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Services (continued)												
398		Corp stops	3/19/12	698.29	0.00	0.00	110.23	11.17	121.40	576.89	S/L	62.50
399		Corp stops	4/30/12	979.63	0.00	0.00	151.91	15.67	167.58	812.05	S/L	62.50
400		Corp stops	6/28/12	1,395.26	0.00	0.00	208.63	22.32	230.95	1,164.31	S/L	62.50
401		Line extension	8/17/12	3,886.00	0.00	0.00	559.62	62.18	621.80	3,264.20	S/L	62.50
444		Saddles	9/24/12	2,086.41	0.00	0.00	300.42	33.38	333.80	1,752.61	S/L	62.50
445		saddles and stops	7/12/11	6,338.74	0.00	0.00	912.78	101.42	1,014.20	5,324.54	S/L	62.50
446		ball, valve, stop saddle	7/12/12	967.34	0.00	0.00	139.32	15.48	154.80	812.54	S/L	62.50
447		stop, saddles	10/12/12	1,151.48	0.00	0.00	165.78	18.42	184.20	967.28	S/L	62.50
470		Services	1/31/13	1,466.87	0.00	0.00	209.27	23.47	232.74	1,234.13	S/L	62.50
471		Saddles	11/03/13	1,185.94	0.00	0.00	167.65	18.98	186.63	999.31	S/L	62.50
472		Corp stops and ball valves	5/31/13	925.12	0.00	0.00	127.03	14.80	141.83	783.29	S/L	62.50
473		Saddles	6/27/13	694.78	0.00	0.00	94.52	11.12	105.64	589.14	S/L	62.50
474		Line extension for coal company	11/07/13	5,300.00	0.00	0.00	720.80	84.80	805.60	4,494.40	S/L	62.50
475		Line replacement on Melody Lane	11/07/13	11,308.26	0.00	0.00	1,537.91	180.93	1,718.84	9,589.42	S/L	62.50
476		Corp stops MJ 45 ELL, ball valve	5/08/13	930.25	0.00	0.00	125.24	14.88	140.12	790.13	S/L	62.50
477		Corp stops, saddles, ball valve	8/13/13	1,486.24	0.00	0.00	200.15	23.78	223.93	1,262.31	S/L	62.50
478		Corp stops ball valves saddle	8/30/13	903.97	0.00	0.00	120.50	14.46	134.96	769.01	S/L	62.50
519		Ball valves saddles and corp stop	9/17/13	1,476.02	0.00	0.00	194.86	23.62	218.48	1,257.54	S/L	62.50
520		Ball valve couplings saddle	9/24/13	772.25	0.00	0.00	101.97	12.36	114.33	657.92	S/L	62.50
521		Corp stops	1/13/10	456.80	0.00	0.00	60.31	7.31	67.62	389.18	S/L	62.50
522		Ball valves	10/22/13	101.96	0.00	0.00	13.31	1.63	14.94	87.02	S/L	62.50
523		Saddles	10/23/13	159.60	0.00	0.00	20.83	2.55	23.38	136.22	S/L	62.50
524		Ball valves and saddles	10/25/13	968.01	0.00	0.00	126.50	15.49	141.99	826.02	S/L	62.50
525		Corp stops	10/28/13	229.62	0.00	0.00	29.97	3.67	33.64	195.98	S/L	62.50
526		Saddles and Adapters	5/13/11	265.86	0.00	0.00	34.71	4.25	38.96	226.90	S/L	62.50
527		Corp stops	12/13/11	153.08	0.00	0.00	20.01	2.45	22.46	130.62	S/L	62.50
528		Ball valve	11/20/13	256.98	0.00	0.00	33.22	4.11	37.33	219.65	S/L	62.50
529		Saddles	11/20/13	121.91	0.00	0.00	15.76	1.95	17.71	104.20	S/L	62.50
530		Additions	11/25/13	1,008.00	0.00	0.00	130.38	16.13	146.51	861.49	S/L	62.50
531		Ball corp	3/13/12	223.19	0.00	0.00	28.86	3.57*	32.43	190.76	S/L	62.50
532		Saddles	12/17/13	200.40	0.00	0.00	25.68	3.21	28.89	171.51	S/L	62.50
600		Valves and saddles	1/15/14	1,197.93	0.00	0.00	153.36	19.17	172.53	1,025.40	S/L	62.50
601		Saddles, stops, clamps, valves	6/15/14	1,955.27	0.00	0.00	237.21	31.28	268.49	1,686.78	S/L	62.50
602		Saddle and ball; copper tubing	7/31/14	2,200.86	0.00	0.00	261.14	35.21	296.35	1,904.51	S/L	62.50
603		Saddles, valves, and stops	8/15/14	2,160.19	0.00	0.00	256.32	34.56	290.88	1,869.31	S/L	62.50
604		Saddles and tubing	9/15/14	3,247.04	0.00	0.00	380.97	51.95	432.92	2,814.12	S/L	62.50
605		Saddles and valves	10/15/14	1,078.06	0.00	0.00	125.06	17.25	142.31	935.75	S/L	62.50
606		Tap valves	11/15/14	2,350.12	0.00	0.00	269.47	37.60	307.07	2,043.05	S/L	62.50
607		Saddles and valves	12/15/14	3,299.47	0.00	0.00	373.93	52.79	426.72	2,872.75	S/L	62.50
634		Additions	7/01/15	18,294.43	0.00	0.00	1,902.62	292.71	2,195.33	16,099.10	S/L	62.50
680		2016 Additions-Services & accessor	7/01/16	4,681.91	0.00	0.00	412.01	74.91	486.92	4,194.99	S/L	62.50
684		2017 Additions	7/01/17	5,880.31	0.00	0.00	423.36	94.08	517.44	5,362.87	S/L	62.50
700		2018 Additions	7/01/18	14,736.46	0.00	0.00	825.23	235.78	1,061.01	13,675.45	S/L	62.50
711		2019 Additions	7/01/19	13,617.66	0.00	0.00	544.70	217.88	762.58	12,855.08	S/L	62.50
721		2020 Additions	7/01/20	12,305.71	0.00	0.00	295.34	196.89	492.23	11,813.48	S/L	62.50
728		2021 Additions	7/01/21	7,722.14	0.00	0.00	61.78	123.55	185.33	7,536.81	S/L	62.50
		Services		774,275.75	0.00c	0.00	360,057.94	12,388.38	372,446.32	401,829.43		

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Shop Equipment												
243		Shelving	12/31/96	1,160.00	→ 0.00	0.00	1,160.00	0.00	1,160.00	0.00	S/L	10.00
733		Saw	10/01/21	1,359.20	0.00	0.00	67.96	271.84	339.80	1,019.40	S/L	5.00
Shop Equipment				<u>2,519.20</u>	<u>0.00</u>	<u>0.00</u>	<u>1,227.96</u>	<u>271.84</u>	<u>1,499.80</u>	<u>1,019.40</u>		
				<i>1,359.20</i>								
Group: Structures and Improvemem												
12		Spottsville Pump Station	8/01/88	41,191.00	→ 0.00	0.00	41,191.00	0.00	41,191.00	0.00	S/L	20.00
13		41S Pump Station	8/01/88	38,023.00	→ 0.00	0.00	38,023.00	0.00	38,023.00	0.00	S/L	20.00
15		Robards Pump Station	10/29/98	72,092.00	→ 0.00	0.00	57,373.00	3,604.60	60,977.60	11,114.40	S/L	20.00
354		60E Pump Station	1/06/09	182,313.91	0.00	0.00	96,854.31	9,115.70	105,970.01	76,343.90	S/L	20.00
355		60 E pumps	1/06/09	75,876.04	0.00	0.00	58,803.90	3,793.80	62,597.70	13,278.34	S/L	20.00
509		Door for Corydon building by tank	12/17/13	695.00	0.00	0.00	278.00	34.75	312.75	382.25	S/L	20.00
571		60 W pump station	7/23/14	259,969.39	0.00	0.00	105,709.49	12,998.47	118,707.96	141,261.43	S/L	20.00
696		New roof on pump station 60E	4/20/18	2,250.00	0.00	0.00	412.50	112.50	525.00	1,725.00	S/L	20.00
697		New heat/AC 60 E pump station	8/29/18	3,730.00	0.00	0.00	621.67	186.50	808.17	2,921.83	S/L	20.00
Structures and Improvemem				<u>676,140.34</u>	<u>0.00</u>	<u>0.00</u>	<u>399,266.87</u>	<u>29,846.32</u>	<u>429,113.19</u>	<u>247,027.15</u>		
				<i>596,926.34</i>								
Group: Transmission												
32		Work on orig construction	1/03/69	16,607.00	→ 0.00	0.00	16,607.00	0.00	16,607.00	0.00	S/L	62.50
33		Additions	1/03/68	7,300.00	→ 0.00	0.00	7,300.00	0.00	7,300.00	0.00	S/L	62.50
34		Additions	1/03/69	7,288.00	→ 0.00	0.00	7,288.00	0.00	7,288.00	0.00	S/L	62.50
35		Additions	1/03/70	6,960.00	0.00	0.00	6,912.64	47.36	6,960.00	0.00	S/L	62.50
36		Additions	1/03/71	979.00	0.00	0.00	955.90	15.66	971.56	7.44	S/L	62.50
37		Additions	1/03/72	1,089.00	0.00	0.00	1,045.14	17.42	1,062.56	26.44	S/L	62.50
38		Additions	1/03/72	7,375.00	0.00	0.00	7,050.00	118.00	7,168.00	207.00	S/L	62.50
39		Additions	1/03/73	14,601.00	0.00	0.00	13,636.82	233.62	13,870.44	730.56	S/L	62.50
40		Additions	1/03/73	8,175.00	0.00	0.00	7,649.20	130.80	7,780.00	395.00	S/L	62.50
41		Additions	1/03/74	17,332.00	0.00	0.00	15,850.47	277.31	16,127.78	1,204.22	S/L	62.50
42		Additions	1/03/75	8,640.00	0.00	0.00	7,728.76	138.24	7,867.00	773.00	S/L	62.50
43		Additions	1/03/76	39,566.00	0.00	0.00	34,573.38	633.06	35,206.44	4,359.56	S/L	62.50
44		Additions	1/03/77	32,531.00	0.00	0.00	27,789.94	520.50	28,310.44	4,220.56	S/L	62.50
45		Additions	1/03/77	26,915.00	0.00	0.00	22,978.36	430.64	23,409.00	3,506.00	S/L	62.50
46		Additions	1/03/78	44,857.00	0.00	0.00	37,408.07	717.71	38,125.78	6,731.22	S/L	62.50
47		(6) mains-Corydon	1/03/67	27,000.00	0.00	0.00	27,000.00	0.00	27,000.00	0.00	S/L	62.50
48		(2) mains-Corydon	1/03/67	23,000.00	0.00	0.00	23,000.00	0.00	23,000.00	0.00	S/L	62.50
49		Additions	1/03/79	38,452.00	0.00	0.00	31,299.55	615.23	31,914.78	6,537.22	S/L	62.50
50		Additions	1/03/80	19,626.00	0.00	0.00	15,592.42	314.02	15,906.44	3,719.56	S/L	62.50
51		Additions	1/03/81	22,952.00	0.00	0.00	17,764.55	367.23	18,131.78	4,820.22	S/L	62.50
52		Additions	1/03/82	14,779.00	0.00	0.00	11,151.10	236.46	11,387.56	3,391.44	S/L	62.50
53		Additions	1/03/82	31,687.00	0.00	0.00	23,790.79	506.99	24,297.78	7,389.22	S/L	62.50
54		Additions	1/03/83	29,314.00	0.00	0.00	21,511.54	469.02	21,980.56	7,333.44	S/L	62.50
55		Additions	1/03/84	11,534.00	0.00	0.00	8,240.02	184.54	8,424.56	3,109.44	S/L	62.50
56		Additions	1/03/85	61,482.00	0.00	0.00	42,674.07	983.71	43,657.78	17,824.22	S/L	62.50
57		Additions	1/02/87	6,281.00	0.00	0.00	4,122.94	100.50	4,223.44	2,057.56	S/L	62.50
59		Additions	1/03/86	17,426.00	0.00	0.00	11,751.62	278.82	12,030.44	5,395.56	S/L	62.50
60		Additions	1/03/88	19,932.00	0.00	0.00	12,640.87	318.91	12,959.78	6,972.22	S/L	62.50
61		Additions	8/01/88	1,543,647.00	0.00	0.00	983,818.43	24,698.35	1,008,516.78	535,130.22	S/L	62.50

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	dt	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Transmission (continued)												
62		Reed-Beals additions	2/14/89	322,690.00	0.00	0.00	198,671.96	5,163.04	203,835.00	118,855.00	S/L	62.50
63		Additions	1/03/90	3,329.00	0.00	0.00	1,981.30	53.26	2,034.56	1,294.44	S/L	62.50
64		91 line extension	5/18/92	568,694.00	0.00	0.00	312,213.46	9,099.10	321,312.56	247,381.44	S/L	62.50
65		Additions 92-93	1/03/93	8,578.00	0.00	0.00	4,583.97	137.25	4,721.22	3,856.78	S/L	62.50
66		Line Replacement - Corydon	1/20/93	425,182.00	0.00	0.00	227,757.87	6,802.91	234,560.78	190,621.22	S/L	62.50
67		KDOT HWY 60E util Relocation	1/11/93	25,773.00	0.00	0.00	13,416.85	412.37	13,829.22	11,943.78	S/L	62.50
68		93-94 Additions	1/03/94	6,151.00	0.00	0.00	3,162.02	98.42	3,260.44	2,890.56	S/L	62.50
69		94-95 Additions	1/03/95	79,678.00	0.00	0.00	39,363.37	1,274.85	40,638.22	39,039.78	S/L	62.50
70		95-96 Additions	1/03/96	98,851.00	0.00	0.00	46,855.82	1,581.62	48,437.44	50,413.56	S/L	62.50
71		96-97 Additions	1/03/97	146,331.00	0.00	0.00	66,435.14	2,341.30	68,776.44	77,554.56	S/L	62.50
72		Reed-Beals Extension	8/26/98	164,684.00	0.00	0.00	69,826.62	2,634.94	72,461.56	92,222.44	S/L	62.50
73		97-98 Additions	1/03/98	64,620.00	0.00	0.00	28,044.08	1,033.92	29,078.00	35,542.00	S/L	62.50
74		98-99 Additions	1/03/99	82,911.00	0.00	0.00	34,324.86	1,326.58	35,651.44	47,259.56	S/L	62.50
75		1997 System Improvements	10/29/98	921,324.00	0.00	0.00	387,569.38	14,741.18	402,310.56	519,013.44	S/L	62.50
76		99-00 Additions	1/03/00	71,765.00	0.00	0.00	32,760.72	1,148.24	33,908.96	37,856.04	S/L	62.50
77		00-01 Additions	1/03/01	91,450.00	0.00	0.00	39,460.68	1,463.20	40,923.88	50,526.12	S/L	62.50
244		Additions	1/03/91	13,565.00	0.00	0.00	7,783.96	217.04	8,001.00	5,564.00	S/L	62.50
245		Additions	1/03/92	2,255.00	0.00	0.00	1,248.92	36.08	1,285.00	970.00	S/L	62.50
251		2000 Water System Improvements	7/03/01	2,244,737.42	0.00	0.00	968,604.26	35,915.80	1,004,520.06	1,240,217.36	S/L	62.50
259		Change orders-2000 Wtr Syst Imprc	4/01/02	140,729.53	0.00	0.00	57,792.92	2,251.67	60,044.59	80,684.94	S/L	62.50
260		01-02 Additions	1/03/02	53,021.22	0.00	0.00	21,553.13	848.34	22,401.47	30,619.75	S/L	62.50
286		02-03 Additions	1/03/03	94,420.79	0.00	0.00	36,021.51	1,510.73	37,532.24	56,888.55	S/L	62.50
287		03-04 Additions	1/03/04	47,057.22	0.00	0.00	16,775.94	752.92	17,528.86	29,528.36	S/L	62.50
292		2001 EPA/KIA Project	5/05/04	1,050,594.20	0.00	0.00	370,159.42	16,809.51	386,968.93	663,625.27	S/L	62.50
298		Additions	1/03/05	72,187.24	0.00	0.00	23,930.10	1,155.00	25,085.10	47,102.14	S/L	62.50
310		Additions	1/03/06	30,328.65	0.00	0.00	9,295.77	485.26	9,781.03	20,547.62	S/L	62.50
317		2004 KIA water line ext	8/31/06	1,446,273.48	0.00	0.00	425,204.46	23,140.38	448,344.84	997,928.64	S/L	62.50
321		06-07 Additions	1/03/07	36,277.22	0.00	0.00	10,212.08	580.44	10,792.52	25,484.70	S/L	62.50
333		07-08 Additions	3/31/08	80,728.40	0.00	0.00	20,538.61	1,291.65	21,830.26	58,898.14	S/L	62.50
345		08-09 Additions	1/03/09	35,844.67	0.00	0.00	8,298.01	573.51	8,871.52	26,973.15	S/L	62.50
353		2009 Extension project	8/31/09	616,080.00	0.00	0.00	134,921.52	9,857.28	144,778.80	471,301.20	S/L	62.50
359		09-10 Additions	1/03/10	31,528.99	0.00	0.00	6,510.69	504.46	7,015.15	24,513.84	S/L	62.50
369		2010-2011 Additions	1/03/11	32,938.51	0.00	0.00	5,978.37	527.02	6,505.39	26,433.12	S/L	62.50
384		Copper Tubing	8/09/11	2,340.00	0.00	0.00	395.46	37.44	432.90	1,907.10	S/L	62.50
385		PVC lines	9/30/11	609.00	0.00	0.00	101.62	9.74	111.36	497.64	S/L	62.50
386		Pipe	2/20/12	712.00	0.00	0.00	111.41	11.39	122.80	589.20	S/L	62.50
387		Gate Valve	3/19/12	772.50	0.00	0.00	119.29	12.36	131.65	640.85	S/L	62.50
388		Valve box	4/25/12	2,110.59	0.00	0.00	321.52	33.77	355.29	1,755.30	S/L	62.50
389		Copper line	5/16/12	2,235.00	0.00	0.00	334.28	35.59	369.87	1,865.13	S/L	62.80
390		Water line ins	8/08/12	750.00	0.00	0.00	109.56	12.00	121.56	628.44	S/L	62.50
391		Copper line	8/08/12	742.00	0.00	0.00	108.38	11.87	120.25	621.75	S/L	62.50
392		copper line	8/14/12	1,356.00	0.00	0.00	198.13	21.70	219.83	1,136.17	S/L	62.50
393		copper line	8/14/12	1,795.00	0.00	0.00	262.22	28.72	290.94	1,504.06	S/L	62.50
461		Copper Tubing	3/29/13	1,506.00	0.00	0.00	210.87	24.10	234.97	1,271.03	S/L	62.50
462		Copper Line	4/22/13	1,845.00	0.00	0.00	255.84	29.52	285.36	1,559.64	S/L	62.50
463		Pipe	7/05/13	11,176.00	0.00	0.00	1,549.77	178.82	1,728.59	9,447.41	S/L	62.50
464		Hydrant tee	5/06/13	512.08	0.00	0.00	70.30	8.19	78.49	433.59	S/L	62.50
465		Gate valves	7/06/13	842.30	0.00	0.00	115.70	13.48	129.18	713.12	S/L	62.50
466		Coal company line	6/20/13	2,583.20	0.00	0.00	351.31	41.33	392.64	2,190.56	S/L	62.50

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Transmission (continued)												
467		Copper line	6/27/13	2,949.00	0.00	0.00	401.03	47.18	448.21	2,500.79	S/L	62.50
468		Copper tubing	8/26/13	1,320.00	0.00	0.00	176.00	21.12	197.12	1,122.88	S/L	62.50
469		Copper tubing	8/30/13	914.00	0.00	0.00	121.83	14.62	136.45	777.55	S/L	62.50
504		60 E Project	9/16/13	1,586,875.00	0.00	0.00	209,467.50	25,390.00	234,857.50	1,352,017.50	S/L	62.50
510		Copper Lines	9/09/13	1,116.00	0.00	0.00	148.83	17.86	166.69	949.31	S/L	62.50
511		Additions	8/13/10	1,015.80	0.00	0.00	134.06	16.25	150.31	865.49	S/L	62.50
512		MJ 45	10/15/13	153.40	0.00	0.00	20.21	2.45	22.66	130.74	S/L	62.50
513		6" gate valve (3), 6" MJ 90 (2), valv	10/15/13	2,276.45	0.00	0.00	300.47	36.42	336.89	1,939.56	S/L	62.50
514		Brass Nipple	10/18/13	24.48	0.00	0.00	3.19	0.39	3.58	20.90	S/L	62.50
515		Additions	10/30/13	246.00	0.00	0.00	32.18	3.94	36.12	209.88	S/L	62.50
516		Copper and Municipex Lines	10/25/13	878.00	0.00	0.00	114.74	14.05	128.79	749.21	S/L	62.50
517		Tap Valve	11/22/13	1,361.00	0.00	0.00	176.05	21.78	197.83	1,163.17	S/L	62.50
518		Gate valve; pipe	3/13/12	890.65	0.00	0.00	115.19	14.25	129.44	761.21	S/L	62.50
608		Hwy 351 project	1/02/14	10,181.49	0.00	0.00	1,289.63	162.90	1,452.53	8,728.96	S/L	62.50
609		Hwy 136 project	1/02/14	9,739.71	0.00	0.00	1,233.73	155.84	1,389.57	8,350.14	S/L	62.50
610		Line install Wedding Lane	5/02/14	6,120.00	0.00	0.00	775.20	97.92	873.12	5,246.88	S/L	62.50
611		Twin Cities Pay est #7	2/14/14	21,050.00	0.00	0.00	2,666.33	336.80	3,003.13	18,046.87	S/L	62.50
612		Paid by KY State	2/22/14	3,000.90	0.00	0.00	376.08	48.01	424.09	2,576.81	S/L	62.50
613		Hwy 351 State	2/24/14	6,045.43	0.00	0.00	757.72	96.73	854.45	5,190.98	S/L	62.50
614		KY 136 Paid	11/03/14	1,554.00	0.00	0.00	194.74	24.86	219.60	1,334.40	S/L	62.50
615		KY 416 Paid	11/03/14	7,453.38	0.00	0.00	934.13	119.25	1,053.38	6,400.00	S/L	62.50
616		KY State Hwy 416	3/17/14	677.33	0.00	0.00	84.01	10.84	94.85	582.48	S/L	62.50
617		KY State Hwy 351	3/17/14	541.41	0.00	0.00	67.12	8.66	75.78	465.63	S/L	62.50
618		60 East Project	1/04/14	6,626.40	0.00	0.00	821.66	106.02	927.68	5,698.72	S/L	62.50
619		PVC Line	8/04/14	1,722.00	0.00	0.00	213.51	27.55	241.06	1,480.94	S/L	62.50
620		Couplings	5/13/14	1,039.14	0.00	0.00	127.49	16.63	144.12	895.02	S/L	62.50
621		Gate valves and copper line	6/24/14	1,629.86	0.00	0.00	195.60	26.08	221.68	1,408.18	S/L	62.50
622		G&C Supply asset	1/20/14	708.00	0.00	0.00	89.69	11.33	101.02	606.98	S/L	62.50
623		HDR asset	7/02/14	6,602.70	0.00	0.00	836.32	105.64	941.96	5,660.74	S/L	62.50
624		HDR Quest assets	5/14/14	1,653.51	0.00	0.00	202.86	26.46	229.32	1,424.19	S/L	62.50
625		Twin turbo	8/05/14	354.75	0.00	0.00	43.54	5.68	49.22	305.53	S/L	62.50
626		Municipex and copper tubing	6/15/14	874.00	0.00	0.00	106.02	13.98	120.00	754.00	S/L	62.50
627		Gate valve and copper tubing	8/15/14	799.93	0.00	0.00	94.93	12.80	107.73	692.20	S/L	62.50
628		Copper line	10/06/14	658.00	0.00	0.00	76.34	10.53	86.87	571.13	S/L	62.50
629		Transmission Parts - inventory	10/31/14	27,977.00	0.00	0.00	3,208.02	447.63	3,655.65	24,321.35	S/L	62.50
630		Gate valve and KY lines	11/20/14	11,181.90	0.00	0.00	1,267.28	178.91	1,446.19	9,735.71	S/L	62.50
631		Copper line	12/29/14	688.00	0.00	0.00	77.07	11.01	88.08	599.92	S/L	62.50
633		Additions	7/01/15	25,753.03	0.00	0.00	2,678.32	412.05	3,090.37	22,662.66	S/L	62.50
681		2016 Additions-Transmission lines	7/01/16	36,816.73	0.00	0.00	3,239.88	589.07	3,828.95	32,987.78	S/L	62.50
683		2017 Additions	7/01/17	14,600.66	0.00	0.00	1,051.25	233.61	1,284.86	13,315.80	S/L	62.50
699		2018 Additions	7/01/18	3,833.23	0.00	0.00	214.66	61.33	275.99	3,557.24	S/L	62.50
717		2019 Additions	7/01/19	838.04	0.00	0.00	33.52	13.41	46.93	791.11	S/L	62.50
720		2020 Additions	7/01/20	2,522.25	0.00	0.00	60.54	40.36	100.90	2,421.35	S/L	62.50
729		2021 Additions	7/01/21	10,839.65	0.00	0.00	86.72	173.43	260.15	10,579.50	S/L	62.50
Transmission				13,073,894.42	0.00c	0.00	5,319,320.20	207,819.02	5,527,139.22	7,546,755.20		

13,042,699.42

Book Asset Detail 1/01/22 - 12/31/22

FYE: 12/31/2022

Asset	d t	Property Description	Date In Service	Book Cost	Book Sec 179 Exp c	Book Sal Value	Book Prior Depreciation	Book Current Depreciation	Book End Depr	Book Net Book Value	Book Method	Book Period
Group: Transportation & Other Eq												
278		Case 580M Turbo Loader	5/06/03	63,204.62	0.00	0.00	63,204.62	0.00	63,204.62	0.00	S/L	10.00
301		Zip Tap Drilling Machine	4/30/05	1,658.25	0.00	0.00	1,658.25	0.00	1,658.25	0.00	S/L	5.00
328		2007 GMC C7500 Mack truck	2/28/07	62,536.00	0.00	0.00	62,536.00	0.00	62,536.00	0.00	S/L	5.00
329		Portable hydraulic pump	7/05/07	7,119.00	0.00	0.00	7,119.00	0.00	7,119.00	0.00	S/L	8.00
330		2007 Chevy Silverado	4/06/07	15,814.41	0.00	0.00	15,814.41	0.00	15,814.41	0.00	S/L	5.00
343		Trailer	11/06/08	635.00	0.00	0.00	635.00	0.00	635.00	0.00	S/L	5.00
348		2009 Chev 1500 PU	9/30/08	14,216.70	0.00	0.00	14,216.70	0.00	14,216.70	0.00	S/L	5.00
349		2009 Ford F-150 Xcab	5/29/09	21,478.00	0.00	0.00	21,478.00	0.00	21,478.00	0.00	S/L	5.00
351		Flow metrix digital leak detector	4/23/09	3,023.14	0.00	0.00	3,023.14	0.00	3,023.14	0.00	S/L	10.00
352		2" Centrifugal pump	6/16/09	399.99	0.00	0.00	399.99	0.00	399.99	0.00	S/L	8.00
367		Telemetry System	7/04/10	168,815.37	0.00	0.00	168,815.37	0.00	168,815.37	0.00	S/L	10.00
378		Field level pump control	3/23/11	2,412.50	0.00	0.00	2,412.50	0.00	2,412.50	0.00	S/L	8.00
379		Chevy 2500 HD 4wd-unit #5	7/22/11	30,685.00	0.00	0.00	30,685.00	0.00	30,685.00	0.00	S/L	5.00
441		Metal racks	1/11/10	2,598.84	0.00	0.00	2,598.84	0.00	2,598.84	0.00	S/L	5.00
457		bore machine and parts	5/12/10	13,834.26	0.00	0.00	8,300.52	922.28	9,222.80	4,611.46	S/L	15.00
485		2013 Ford Unit 8	3/01/13	17,087.92	0.00	0.00	17,087.92	0.00	17,087.92	0.00	S/L	5.00
500		2013 Ford Unit 2	3/01/13	17,087.92	0.00	0.00	17,087.92	0.00	17,087.92	0.00	S/L	5.00
572		2014 Toyota Tacoma	2/07/14	19,325.50	0.00	0.00	19,325.50	0.00	19,325.50	0.00	S/L	5.00
573		Hot tap machine	1/01/14	16,070.00	0.00	0.00	16,070.00	0.00	16,070.00	0.00	S/L	8.00
574		Chain saw	4/03/14	53.98	0.00	0.00	53.98	0.00	53.98	0.00	S/L	5.00
575		Reciprocating saw	5/19/14	165.46	0.00	0.00	165.46	0.00	165.46	0.00	S/L	5.00
576		Locator and Husqvarna saw	10/15/14	4,679.73	0.00	0.00	4,679.73	0.00	4,679.73	0.00	S/L	5.00
577		Tapping slv, strobe light, and Milwa	12/15/14	1,445.59	0.00	0.00	1,445.59	0.00	1,445.59	0.00	S/L	5.00
672		Belt clip receiver	10/12/15	2,005.15	0.00	0.00	1,790.31	214.84	2,005.15	0.00	S/L	7.00
673		2015 Tacoma- Unit 11	8/28/15	20,950.00	0.00	0.00	20,950.00	0.00	20,950.00	0.00	S/L	5.00
674		2015 Tacoma- Unit 10	8/17/15	20,950.00	0.00	0.00	20,950.00	0.00	20,950.00	0.00	S/L	5.00
692		Diamond blade saw	8/02/17	1,960.47	0.00	0.00	1,731.73	228.74	1,960.47	0.00	S/L	5.00
695		Telemetry system and equipment	11/21/17	38,377.00	0.00	0.00	15,670.61	3,837.70	19,508.31	18,868.69	S/L	10.00
703		2018 F150 4wd Reg cab	7/30/18	28,599.16	0.00	0.00	16,285.64	4,766.53	21,052.17	7,546.99	S/L	6.00
704		Mini Excavator	10/29/18	40,039.22	0.00	0.00	12,679.08	4,003.92	16,683.00	23,356.22	S/L	10.00
705		2019 Ford F550 w/Dump	12/21/18	60,295.78	0.00	0.00	30,147.90	10,049.30	40,197.20	20,098.58	S/L	6.00
706		2018 Towmaster T-12DT Trailer	10/25/18	8,907.98	0.00	0.00	4,701.42	1,484.66	6,186.08	2,721.90	S/L	6.00
707		Tripod safety winch	10/17/18	1,725.00	0.00	0.00	682.83	215.63	898.46	826.54	S/L	8.00
708		Pressure loggers & other misc	7/01/18	5,235.51	0.00	0.00	2,290.54	654.44	2,944.98	2,290.53	S/L	8.00
709		2018 F150 4wd Super cab	7/30/18	29,466.16	0.00	0.00	16,779.35	4,911.03	21,690.38	7,775.78	S/L	6.00
731		Tapping machine	12/06/21	2,257.25	0.00	0.00	23.51	282.16	305.67	1,951.58	S/L	8.00
732		Locator	12/10/21	879.03	0.00	0.00	14.65	175.81	190.46	688.57	S/L	5.00
Transportation & Other Eq				745,994.89	0.00c	0.00	623,511.01	31,747.04	655,258.05	90,736.84		
				229,616.32								
Grand Total				21,091,655.21	0.00c	0.00	9,008,415.89	395,496.32	9,403,912.21	11,687,743.00		

Attachment #8

LOAN AGREEMENT

By and Between

KENTUCKY RURAL WATER FINANCE CORPORATION

and

HENDERSON COUNTY WATER DISTRICT
Borrower

dated September 1, 2013

LOAN AGREEMENT

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LOAN AGREEMENT

This Loan Agreement made and entered into as of September 1, 2013 (the "Loan Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit corporation and instrumentality of various entities of the Commonwealth of Kentucky (the "Corporation") and the Henderson County Water District (the "Borrower"):

WITNESSETH

WHEREAS, the Corporation has established its Public Projects Construction Financing Program (the "Program") to offer interim financing to governmental entities for construction of public projects for the purpose of providing a centralized source of interim construction financing and to reduce interest costs financing expenses of such governmental entities; and

WHEREAS, the Corporation has issued its Public Projects Construction Notes, Series D, (the "Notes") pursuant to a Trust Indenture dated as of November 1, 2011 (the "Indenture") between the Corporation and Regions Bank, trustee (the "Trustee"), to finance the Program and to make Loans to governmental agencies for construction of their projects; and

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

WHEREAS, the Borrower has determined that it is necessary and desirable to acquire, construct, and finance the Project, and the Corporation has determined that the Project is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Corporation; and

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

WHEREAS, pursuant to this Loan Agreement the Borrower will irrevocably assign to the Trustee, for the benefit of the Corporation, all right, title and interest in and to monies to be received pursuant to the Permanent Financing, which monies will be used by the Trustee to pay principal of and interest on the Notes; and

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

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

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD

AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT
AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

ARTICLE I

DEFINITIONS

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

"*Act*" shall mean Chapter 58 of the Kentucky Revised Statutes, as amended.

"*Application*" shall mean an application in substantially the form attached hereto as Exhibit A.

"*Authorized Officer*" shall mean with respect to the Issuer, its President, Vice-President, Treasurer, Secretary or Assistant Secretary, and any other of its members, officers, agents, or employees duly authorized by resolution of the Issuer to perform the act or sign the document in question; and with respect to any Borrower, its Chairman, Vice Chairman and Secretary, and any other of its members, officers, agents, or employees duly authorized by resolution of the Issuer to perform the act or sign the document in question.

"*Borrower's Account*" shall mean the separate accounts within the Program Fund under the Indenture, established for the Borrower's Project and Loan.

"*Business Day*" means any day other than a Saturday, a Sunday, or a day on which banking institutions in the Commonwealth of Kentucky or the State of New York or the Office of the Trustee is closed as authorized or obligated by law or administrative order or a day on which the New York Stock Exchange is closed.

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

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

"*Commonwealth*" or "*State*" shall mean the Commonwealth of Kentucky.

"*Corporation*" shall mean the Kentucky Rural Water Finance Corporation, a non-profit corporation and an instrumentality of the Borrower and other governmental entities.

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

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

"*Immediate Notice*" shall mean notice given by telephone, telecopy, telegraph or other electronic means, promptly confirming in writing in accordance with the requirements of the Indenture.

"*Indenture*" shall mean the Trust Indenture dated as of November 1, 2011, between the Corporation and the Trustee, as supplemented and amended from time to time.

"*Interest Rate*" shall mean 2.50% per annum accruing from the date of this Loan Agreement to the Maturity Date.

"*Interest Payment Date*" shall mean the first day of each March and September beginning on the date specified by the Corporation.

"*Investment Earnings*" shall mean interest earned on amounts on deposit in the Borrower's Account established for the Borrower.

"*Loan*" shall mean the loan effected pursuant to this Loan Agreement.

"*Loan Agreement*" shall mean this agreement made and entered into by and between the Borrower and the Corporation, providing for a Loan to the Borrower by the Corporation, and for the repayment thereof to the Corporation by the Borrower.

"*Loan Note*" shall mean the notes of the Borrower to the Corporation dated as of their respective dates assigned to the Trustee representing the loan obligations of the Borrower set forth in this Loan Agreement.

"*Loan Payment Date*" shall mean the earlier of (i) the Business Day following the Borrower's receipt of the proceeds of the Permanent Financing or (ii) the Maturity Date.

"*Loan Payments*" shall mean all payments required to be made to the Corporation by the Borrower under this Loan Agreement.

"*Maturity Date*" shall mean August 1, 2014.

"*Note*" or "*Notes*" shall mean any of the Corporation's Public Projects Construction Notes, Series D, issued from time to time in one or more series.

"*Permanent Financing*" shall mean bonds issued by the Borrower and delivered to RD as purchaser.

"*Person*" shall mean any individual, firm, partnership, association, corporation or governmental entity.

"*Project*" shall mean the Project described in the Application.

"*Remarketing Agent*" shall mean the remarketing agent appointed under the Indenture.

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

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

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

"*Trustee*" shall mean Regions Bank, Nashville, Tennessee, and its successor or successors, and any other corporation acting at any time as Trustee under the Indenture.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

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

(a) The Corporation is a non-profit corporation and an instrumentality of the Borrower and other governmental entities, has all necessary power and authority to enter into, and perform its obligations under, this Loan Agreement, and has duly authorized the execution and delivery of this Loan Agreement.

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

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

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

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

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

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

(c) This Loan Agreement and the Loan Note has been duly executed and delivered by the Borrower and are valid and binding obligations of the Borrower enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by equitable principles

and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

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

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

(f) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Borrower approving and authorizing the execution and delivery of this Loan Agreement. Such resolution or ordinance was duly enacted or adopted at a meeting of the governing body of the Borrower at which a quorum was present and acting throughout; such resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and the meeting at which the resolution or ordinance was duly enacted or adopted was held in full compliance with Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

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

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

(a) The Borrower has (i) received all approvals of RD required in connection with the construction of the Project, and (ii) received a commitment for Permanent Financing of its Project with presently obligated funds to be paid on or before the Maturity Date.

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

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

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

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

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

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

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

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

ARTICLE III

CORPORATION'S AGREEMENT TO MAKE LOAN; TERMS

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

Section 3.2. Loan Amount; Loan Payments and Prepayments; Disbursement of Funds. The principal amount of the Loan shall be \$1,695,000 (the "Loan Amount"). Principal shall be paid in full on or before the Loan Payment Date.

The principal amount of the Loan may be prepaid on any date upon 30 days prior written notice to the Corporation and the Trustee in accordance with the following schedule: (i) if the Loan is prepaid prior to March 31, 2014, a 1.00% prepayment premium may be assessed; (ii) if the Loan is prepaid on and after April 1, 2014 through June 30, 2014, a 0.50% prepayment premium may be assessed; and (iii) if the Loan is prepaid on and after July 1, 2014, no prepayment premium will be assessed. The Corporation reserves the right to waive any and all prepayment premiums.

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

The Loan Note shall be in substantially the same form as that attached to this Loan Agreement as Exhibit C and made a part hereof.

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

Payment of principal of the Loan shall be made at the principal corporate trust office of the Trustee on the Loan Payment Date, or upon earlier prepayment. In addition to the payment of principal of and interest on the Loan, the Borrower shall pay to the Corporation all of the expenses and fees, including any share of investment earnings required to be rebated to the United States of America pursuant to the Code, arising from the making of the Loan by the Corporation to the Borrower. The Borrower shall receive a credit against its payment of principal hereunder in an

amount equal to (i) amounts remaining in its Borrower's Account on the date the Loan is paid in full and (ii) Investment Earnings.

Section 3.3. Rebate to Borrower. Within ninety (90) days following the payment in full of the Notes of the Corporation issued under the Indenture, the Corporation shall rebate or cause to be rebated to the Borrower a portion of the monies remaining in the accounts held by the Trustee under the Indenture after repayment of or provision for repayment of all necessary fees, costs and expenses of the Trustee and the Administrative Costs of the Program (the "Rebate Amount"), on the following basis:

(a) All interest paid on the Loans of the Program provided that if the remaining Rebate Amount is not sufficient to rebate all interest paid on all Loans of the Program, the rebate will be equal to the remaining Rebate Amount multiplied by a ratio whose numerator is the Borrower's Loan Amount and whose denominator is the total Loan Amounts of all Program Loans.

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

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

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

Loan Agreement shall be of no further force or effect). Thereafter, the Loan Note shall bear interest at the then-applicable RD multiple-advance rate in effect for the Borrower.

ARTICLE IV

ASSIGNMENT AND GENERAL COVENANTS OF BORROWER

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

Section 4.2. Security for Repayment of Loan. (a) The Loan and the Loan Note shall be repaid from, and repayment of the Loan and the Loan Note shall be secured by the proceeds of the Permanent Financing. In the event that Permanent Financing is not available on the Loan Payment Date, or insufficient to repay the Loan in full, this Loan and the Loan Note shall be payable from and be secured by a pledge of the revenues of the System, subject to the pledge thereof in favor of any prior lien bonds.

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

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

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

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

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

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

Section 4.7. General. The Borrower shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Borrower under the provisions of any agreements regarding the Permanent Financing and this Loan Agreement in accordance with the terms of such provisions.

Section 4.8. Designation of Authorized Officers. The Borrower hereby designates its Chairman, Vice Chairman and Secretary as its Authorized Officers for purposes of this Loan Agreement and the Indenture.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES

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

(a) Failure by the Borrower to pay any Loan payments at the times specified herein including the principal and interest due on the Loan Note.

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

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

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

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

(b) Exercise all the rights and remedies of the Corporation set forth in the Act.

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

Section 5.3. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of Judicial proceedings to enforce the rights of the

Corporation under this Loan Agreement, the Corporation shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Corporation may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 5.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

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

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

Section 5.7. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto is in default under any of the provisions hereof and the nondefaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party.

ARTICLE VI

MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

Section 6.9. Discharge of Borrower's Obligations under the Loan Agreement. If, prior to an Interest Payment Date, the Borrower (a) deposits sufficient funds with the Trustee to pay the

principal of and interest due hereunder to such Interest Payment Date (or such lesser amount as shall be identified by the Remarketing Agent); and (b) informs the Corporation, the Remarketing Agent and the Trustee of its intention to prepay its obligations hereunder on such Interest Payment Date; and if the Borrower shall also pay or cause to be paid all other sums payable hereunder by the Borrower with respect to this Loan Agreement, or make adequate provision therefor, then and in that case the indebtedness evidenced by this Loan Agreement and the Loan Note shall be discharged and satisfied and all covenants, agreements and obligations of the Borrower hereunder shall be fully discharged and satisfied and shall thereupon cease, terminate and become void.

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

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____

Title _____

HENDERSON COUNTY WATER DISTRICT
Borrower

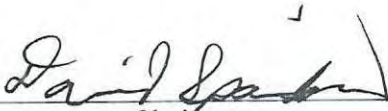
By  _____
Chairman

EXHIBIT A

**KENTUCKY RURAL WATER FINANCE CORPORATION
PUBLIC PROJECTS INTERIM CONSTRUCTION FINANCING**

APPLICATION FOR INTERIM FINANCING FOR RD LOANS

Borrower:

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Project Engineer:

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

RD District Loan Officer:

Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Bond Counsel:

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Brief Description of Project: _____

Date of RD Letter of Conditions: _____

Amount of Interim Financing Requested: _____

Estimated Date of Construction Commencement (RD Pre-Closing): _____

Estimated Date of Construction Completion: _____

Estimated Date of RD Final Closing: _____

Depository Bank for Construction Account:

Name: _____

Address: _____

Contact Person: _____

Telephone Number: _____ Fax Number: _____

Wire Instructions (if known): _____

Please return application and RD Letter of Conditions to:

Kentucky Rural Water Finance Corporation

3251 Spring Hollow Avenue

Bowling Green, Kentucky 42102-1424

EXHIBIT B

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

Request No. _____

Dated _____

To: Regions Bank
Corporate Trust Administration
315 Deaderick Street, 4th Floor
Nashville, Tennessee 37237
Fax Number: (615) 770-4350

From: _____ ("Borrower")

Contact Person: _____

Address: _____

Ladies and Gentlemen:

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

Pursuant to the Loan Agreement, we hereby certify that we have incurred the following expenses in connection with the Project and that the Corporation's funding share of these expenses is in the amount so denoted in this request totaling \$ _____.

Respectfully submitted,

Borrower

By _____

Title _____

Certificate of Consulting Engineers as to
Payment Request

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

Engineer/Consultant

Firm Name _____

By _____

Title _____

APPROVED:

Rural Development

By _____

Title _____

EXHIBIT C

UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY

REVENUE BOND ANTICIPATION NOTE

Dated: _____ \$ _____

For value received, the _____ (the "Issuer"), acting by and through its _____ (the "Governing Body"), hereby acknowledges itself indebted to and promises to pay to the order of:

KENTUCKY RURAL WATER FINANCE CORPORATION

the principal sum of

_____ (\$ _____)

on the Loan Payment Date, with interest thereon payable on the Loan Payment Date (or prior prepayment) accruing from the date hereof at the Interest Rate (hereinafter defined); provided, however, that upon the assignment of this Note to the United States Department of Agriculture acting through Rural Development ("RD"), this Note shall immediately begin accruing interest at the interim financing loan rate then in effect for the Borrower, as published by RD. Capitalized terms not otherwise defined herein shall have the meaning ascribed in that certain Loan Agreement between the Borrower and the Payee, dated as of the date hereof. This Note may be prepaid without penalty on any Interest Payment Date, provided that, until this Note has been assigned to RD, the Borrower gives 30 days written notice thereof to the Corporation and the Trustee.

Both principal hereof and interest hereon are payable in lawful money of the United States of America by electronic fund transfer or by check or draft mailed to the registered owner at the address shown on the Borrower's registration book. Upon final payment, this Note shall be submitted to the Borrower for cancellation.

For the purpose of this Note, the terms set forth below shall be defined as follows:

"*Business Day*" means any day other than a Saturday, a Sunday, or a day on which banking institutions in the State of Kentucky or the State of New York or the Office of the Trustee is closed as authorized or obligated by law or administrative order or a day on which the New York Stock Exchange is closed.

"*Interest Rate*" shall mean ____% per annum accruing from the date hereof to the Maturity Date.

"Interest Payment Date" shall mean the first day of each May and November, beginning on the date specified by the Payee.

This Note is a special obligation of the Issuer, payable solely from the proceeds of the sale of _____ Revenue Bonds, (the "Bonds"), authorized by the Issuer. RD has agreed to purchase said Bonds. The proceeds of the Bonds and the income and revenues to be derived from the operation of the _____ system of the Issuer (the "System") are hereby irrevocably pledged to the payment of this Note.

This Note is issued pursuant to Chapters 58 and _____ of the Kentucky Revised Statutes (collectively the "Act") and in anticipation of the issuance of the aforesaid Bonds and the receipt of the aforesaid revenues.

It is further certified that the undersigned is an Authorized Officer of the Issuer, duly authorized to execute this Note on behalf of said Issuer, and that this Note represents a liability of said Issuer only, payable out of the proceeds and revenues, hereinabove mentioned, and that the undersigned, by executing this Note, does not become personally and/or individually liable hereon as a personal or individual debt.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the Authorized Officer, on the date of this Note, which is _____, 20____.

By _____

Title _____

(Seal of Issuer)

EXHIBIT D

RESOLUTION _____

RESOLUTION OF THE _____ APPROVING AND
AUTHORIZING A LOAN AGREEMENT WITH THE KENTUCKY RURAL
WATER FINANCE CORPORATION

WHEREAS, the _____ ("Governing Authority") of
_____, ("Borrower") has previously determined that it is in the public interest to
acquire and construct certain facilities and improvements to the Borrower's _____
System (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Governing Authority of
_____, as follows:

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

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

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

Adopted on _____.

By _____

Title _____

Attest:

By _____

Title _____

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting _____ of _____; that the foregoing is a full, true and correct copy of a Resolution adopted by the Governing Authority of _____ at a meeting duly held on _____, 20__; that said official action appears as a matter of public record in the official records 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 ____ day of _____, 20__.

Title _____

EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Borrower]

Kentucky Rural Water Finance Corporation
Bowling Green, Kentucky

Regions Bank
Nashville, Tennessee

Loan Agreement by and between Kentucky Rural Water Finance Corporation
and _____ dated as of _____

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to _____ (the "Borrower"). I am familiar with the organization and existence of the Borrower and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the project (the "Project") with respect to which the Loan Agreement (the "Loan Agreement") by and between the Kentucky Rural Water Finance Corporation ("Corporation") and the Borrower is being authorized, executed and delivered and the Loan Notes (the "Loan Note") from the Borrower to the Corporation is being authorized, and which may be executed and delivered.

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

Based upon my review I am of the opinion that:

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT F

OPINION OF BOND COUNSEL

[Letterhead of Bond Counsel to Borrower]

[Date]

Loan Agreement by and between Kentucky Rural Water Finance Corporation
and _____ dated as of _____

We hereby certify that we have reviewed and are familiar with the proceedings of _____ (the "Governing Authority") of the _____ (the "Borrower"), in connection with the authorization, execution and delivery of a Loan Agreement between the Kentucky Rural Water Finance Corporation, (the "Corporation") and the Borrower, dated _____, 20____ (the "Loan Agreement") and the form of the Loan Notes from the Borrower to the Corporation (the "Loan Note") evidencing the loan in the amount not to exceed \$ _____ being issued by the Corporation to the Borrower pursuant to the Loan Agreement and the Loan Note to provide interim financing (the "Loan") for the construction of a project (the "Project") consisting of improvements to the _____ system of the Borrower (the "System"); and the proposed issuance of bonds by the Borrower in the amount of \$ _____, to be dated the date of the issuance thereof (the "Bonds") to repay the Loan and provide permanent financing for the Project.

Our examination of such proceedings included (a) the proceedings of the Governing Authority held on _____, 20____, adopting a resolution authorizing the Loan Agreement (the "Resolution") (b) the proceedings of the Governing Authority held on _____, 20____, adopting legislation authorizing the Bonds (the "Bond Legislation"); and (c) the proceedings of the Governing Authority held on _____, 20____, accepting the successful bid of the United States Department of Agriculture acting through Rural Development (the "RD") for the purchase of the Bond.

Based upon our examination of the aforesaid proceedings, we are of the opinion that the Borrower has a valid contract with the RD, in which the Borrower has agreed to sell and RD has agreed to purchase Bonds at par, and that the Bonds, when issued in accordance with the aforesaid proceedings, will be valid and legally binding upon the Borrower and will be secured by and payable from a pledge of the gross revenues of the System.

Based upon our review of such proceedings and applicable laws, it is our opinion that the Loan Agreement has been validly authorized, executed and delivered by and on behalf of the Borrower.

The rights and remedies of the Corporation under the Loan Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, or similar laws, or judicial decisions

affecting the rights of creditors generally, and by the application of equitable principles where equitable remedies are sought.

This opinion letter is issued to, and solely for the benefit and reliance of, the Corporation and may not be relied upon by any persons other than the Corporation.

Respectfully Submitted,

EXHIBIT G

RD COMMITMENT LETTER

LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of the 2nd day of December, 2015, by and between the Henderson County Water District (the "Issuer"), a political subdivision of the Commonwealth of Kentucky, organized and existing pursuant to the laws of the Commonwealth of Kentucky, and Old National Bank, Evansville, Indiana (the "Bank"),

WITNESSETH :

WHEREAS, the Issuer is a water district organized under Chapter 74 of the Kentucky Revised Statutes (the "Act"); and

WHEREAS, the waterworks system (the "System") of the Issuer is owned and operated by said Issuer pursuant to the Act; and

WHEREAS, it is the desire and intent of the Issuer at this time to authorize and provide for the issuance of revenue obligations in the principal amount of \$350,000 (the "Notes"), for the purpose of financing the cost (not otherwise provided) of the acquisition and installation of new radio read meters (the "Project") for the System of the Issuer and to prescribe the covenants of the Issuer, the rights of Bank and the details of the issuance of the proposed Notes, and

WHEREAS, the Issuer presently has outstanding certain Prior Obligations (as hereinafter defined), which Prior Obligations are payable from and secured by a pledge of the revenues derived from the operation of the System, and

WHEREAS, all of the Prior Obligations presently outstanding are current as to payment of both principal and interest, and for the security of which a certain Sinking Fund and certain reserves are being maintained in the manner and by the means prescribed in the Prior Obligation Documentation (as hereinafter defined) of the Issuer authorizing the Prior Obligations, and

WHEREAS, the Issuer has obtained a Certificate of Public Convenience and Necessity from the Kentucky Public Service Commission authorizing the acquisition of the Project and an Order approving the issuance of the Notes; and

WHEREAS, the Notes shall be secured by a pledge of the revenues derived from the operation of the System, subject to the rights and priorities of the holders of the outstanding Prior Obligations; and

WHEREAS, the issuance of the Notes herein authorized and the execution of this Loan Agreement have been authorized and directed by a Resolution adopted by the Board of Commissioners of the Issuer at a meeting duly called and held for that purpose;

NOW, THEREFORE, THIS LOAN AGREEMENT, WITNESSETH:

ARTICLE 1. DEFINITIONS

Section 101. Definitions. As used in this Loan Agreement, unless the context requires otherwise, the following terms shall have the following respective meanings:

"Act" refers to Chapter 74 of the Kentucky Revised Statutes, as amended.

"Assistance Agreement" refers to the Assistance Agreement by and between the Kentucky Rural Water Finance Corporation and the Issuer, dated April 11, 2006 whereunder the KRWFC Loan was issued.

"Bank" refers to Old National Bank, Evansville, Indiana, which has agreed to purchase the Notes.

"Bond Counsel" refers to Rubin & Hays, Louisville, Kentucky, or any other nationally recognized individual or firm in the field of municipal bond law.

"Bond Resolution of 2013" or *"2013 Bond Resolution"* refers to the Resolutions of the Issuer authorizing the Bonds of 2013.

"Bonds of 2013" or *"Series 2013 Bonds"* collectively refers to the \$1,995,000 of Henderson County Water District Waterworks Revenue Bonds, Series 2013 and 2013A, dated February 7, 2014 authorized by the 2013 Bond Resolution.

"Code" refers to the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Commission" or *"Board of Commissioners"* refers to the Board of Commissioners of the Issuer.

"Costs of the Project" means and includes the following:

- (a) filing and recording fees and incidental expenses, if any;
- (b) the costs of acquiring the Project;
- (c) the cost of publishing any proceedings, if any, as may be required by law;
- (d) the fee and out-of-pocket expenses of Bond Counsel; and
- (e) all other costs and expenses, necessary to be incurred in connection with the acquisition and installation of the Project.

"Date of Delivery" refers to December 2, 2015.

"Debt Service Coverage Ratio" shall mean the ratio, as determined in accordance with generally accepted accounting principles, of the Issuer's increase in net assets (consisting of interest plus depreciation and amortization, plus unrealized investment loss or gain), to the sum of all principal and interest payments due during a consecutive 12 month period on (i) the Prior Obligations; (ii) the Notes; and (iii) any other indebtedness of the Issuer.

"Determination of Taxability" refers to the occurrence of a determination that the interest on the Notes is subject to federal income taxation as a result of an Event of Taxability, which determination shall be deemed to have been made on the date on which the Issuer shall receive written notice from a Noteowner or former Noteowner that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice which claims in effect that the interest on the Notes is includable in the gross income of the Noteowner or former Noteowner thereof due to the occurrence of an Event of Taxability; provided, however, that no Determination of Taxability shall be deemed to have occurred unless and until the Issuer has been afforded the opportunity, at its election and expense as hereinafter provided, to participate fully in a contest of such claim and such contest, if made, has been abandoned by the Issuer or has been finally determined adversely to the Issuer by a court of competent jurisdiction from which no further appeal exists. The Issuer shall not have the right to participate in any contest of such claim unless (i) within one hundred twenty (120) days after receipt of notice of such claim from the Noteowner or former Noteowner, the Issuer makes a written request to the Noteowner or former Noteowner involved in such claim that such claim be contested and furnishes a written opinion of Bond Counsel, satisfactory to such Noteowner or former Noteowner as to the identity of such counsel and the substance of the opinion rendered, to the effect that a reasonable basis exists for contesting such claim; and (ii) the Issuer agrees in writing to pay on demand all costs and expenses (including attorney's fees) which such Noteowner or former Noteowner may incur in contesting such claim.

"Event of Taxability" refers to the occurrence of circumstances because of which a Determination of Taxability shall have been found to have occurred, or which shall constitute a Determination of Taxability, and which results in the interest payable on the Notes becoming includable in the gross income for federal income tax purposes of any Noteowner (other than a Noteowner who is a "substantial user" of the Project or a "related person" as those terms are used in Section 147(a) of the Code), such occurrence of circumstances relating to a specific point in time.

"IRS" refers to the Internal Revenue Service of the Treasury Department of the United States of America.

"Interest Rate" for the purpose of the Notes shall mean a fixed rate of interest equal to 3.25% per annum.

"KRWFC Loan" refer to the Kentucky Rural Water Finance Corporation loan to the Issuer in the original principal amount of \$4,692,000, dated April 11, 2006.

"*Note Payment Date*" refers to any of the dates designated by this Loan Agreement for payment of principal of and/or interest on the Notes, and unless otherwise provided by this Loan Agreement, Note Payment Date refers to the 2nd day of each month commencing January 2, 2016, until the Notes are paid (or provision made therefor) in accordance with this Loan Agreement.

"*Notes*" refers to the Henderson County Water District Waterworks Revenue Notes, Series 2015.

"*Prior Obligation Documentation*" collectively refers to the 2013 Bond Resolution and the Assistance Agreement.

"*Prior Obligations*" collectively refers to the Series 2013 Bonds and the KRWFC Loan.

"*Project*" refers to the acquisition and installation of new radio read water meters and appurtenances, as described in Exhibit A attached hereto.

"*Regulations*" refers to the applicable Federal income tax regulations issued by the Department of Treasury of the United States of America interpreting the Code.

"*U. S. Obligations*" means bonds or notes which are the direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America.

Section 102. Words of Masculine Gender; Plural as Well as Singular Form. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as to the singular form of any of such words and terms. All words and terms used in this Loan Agreement have the meaning set forth therein. Unless otherwise indicated, references to Articles or Sections refer to those in this Loan Agreement.

ARTICLE 2. AUTHORIZATION OF NOTES; REDEMPTION

Section 201. Authorization of Notes. For the purpose of defraying the Costs of the Project under the Act, the Issuer is authorized to issue and sell its negotiable Notes, dated the Date of Delivery, in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) issued as fully registered notes in any denomination thereof.

Section 202. Payments on the Notes. The Notes shall bear interest at the Interest Rate on the aggregate unpaid balance of advances made by the Bank under the Notes, payable on each Note Payment Date, such payments to be in one hundred nineteen (119) equal monthly principal and interest installments of \$3,427.97, beginning January 2, 2016 and continuing through and including November 2, 2025, which are to be first applied to interest due on the Notes and the remainder to the outstanding unpaid principal, with the entire balance of principal and interest then due being payable on December 2, 2025.

Advances may be made by the Bank to the Issuer for benefit of the Issuer from time to time under the Notes, provided, however, all advances on the Notes shall be made on or before January 1, 2016. Upon the disbursement of each such advance, the Bank shall record as part of its normal operations the making and amount of each such advance and repayment of amounts of principal made on the Notes. The aggregate amount of all advances made by the Bank, less the amounts of payment of principal made by the Issuer, shall be the principal amount outstanding under the Notes. The Bank's computer records shall be prima facie evidence of the unpaid amount of principal outstanding under the Notes.

The advances and other extensions of credit to or for the benefit of the Issuer shall constitute one obligation of Issuer, and shall be secured by the lien of this Loan Agreement.

The Bank will account to the Issuer monthly, until the total amount of principal under the Note has been advanced with a statement of the principal amount outstanding on the Notes and such other charges and payments made pursuant to this Loan Agreement and the Notes, and such accounting rendered by the Bank shall be deemed final, binding, conclusive and prima facie evidence upon the Issuer, absent manifest error, unless the Bank is notified by the Issuer in writing to the contrary within thirty (30) days of the date each accounting is mailed to the Issuer. Such notice shall be deemed an objection to those items specifically objected to in the notice.

The Bank shall have the right to cease making advances under the Notes to the Issuer upon or after any Event of Default described in Section 505 hereof.

Section 203. Place of Payment. Interest on each Note shall be payable by check or draft mailed to the registered owner thereof at the address shown on the registration books kept by the Issuer as registrar. The principal of the Notes shall be payable, without exchange or collection charges, in lawful money of the United States of America upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the main office of the Bank.

Section 204. Maturity. The final maturity of the Notes shall be December 2, 2025.

Section 205. Redemption. The Notes may be redeemed by the Issuer, at any time, prior to maturity, in whole or in part, without prepayment penalty.

In addition, the Notes are subject to mandatory redemption in whole, at any time, within one hundred eighty (180) days after the occurrence of a Determination of Taxability, at a redemption price of one hundred percent (100%) of the aggregate principal amount of Notes outstanding plus accrued interest to the redemption date; provided however, that by the mutual agreement of the Issuer and the Bank, in lieu of the mandatory redemption of the Notes the Interest Rate on the Notes would be subject to adjustment, by adjusting the added percentage to the Interest Rate, such that the Bank shall receive the same tax equivalent yield on the Notes as it was receiving prior to the Determination of Taxability.

Section 206. Security for Notes. The Notes are issued pursuant to the provisions of Sections 74.280 through 74.310 of the Kentucky Revised Statutes and are not an indebtedness of the Issuer within the meaning of the Kentucky Constitution. The Notes are payable solely from and are secured by a pledge of the gross revenues of the System, after providing for all of the principal and interest requirements of the outstanding Prior Obligations and the conditions of the Prior Obligation Documentation.

ARTICLE 3. NOTE FORM

Section 301. Note Form. The Notes shall be in substantially the respective forms set forth in Exhibit B attached hereto.

Section 302. Execution of the Notes. The Notes shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chairman of the Issuer, with the Corporate Seal of the Issuer affixed thereto and attested by the manual or facsimile signature of the Secretary of said Issuer.

Section 303. Notes Shall Be Fully Registered. The Notes shall be fully registered and transferred and assigned in accordance with the written authorized instruction of the registered owner. The Issuer shall establish and maintain a list of the registered owners of the Notes.

Section 304. Registration and Payment. All Notes shall be registered as to both principal and interest on the books of the Issuer. No transfer of any Notes shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Note. The person in whose name a Note is registered upon the books of the Issuer shall be deemed the owner thereof for all purposes.

**ARTICLE 4. SALE OF THE NOTES; DISPOSITION OF PROCEEDS;
LIMITATIONS ON INVESTMENTS**

Section 401. Conditions of Sale of Notes. Pursuant to Section 74.290 of the Kentucky Revised Statutes, the Issuer has taken solicitations from responsible lenders and has determined that the terms and conditions offered by the Bank are in the best interests of the Issuer.

Section 402. Disposition of Proceeds of Sale of Notes. Upon the issuance and delivery of the Notes, the proceeds of the Notes shall be drawn and paid out to the Issuer or its designee upon receipt of a properly executed form or certificate required by the Bank and signed by an authorized representative of the Issuer.

Section 403. Arbitrage Limitation. The Issuer covenants that sums derived from the proceeds of the Notes shall not be invested in investments which will produce a net adjusted yield which is in excess of the yield of the Notes if such investment would cause such Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable Regulations thereunder; provided, however, that such proceeds may be invested to whatever extent and whenever such Code and/or applicable Regulations permit same to be invested without causing the Notes to be treated as "arbitrage bonds."

The Issuer further covenants to the noteholders that:

(1) the Issuer will make no use of the proceeds of the Notes, if such use had been reasonably expected on the date of issuance of such Notes, would have caused such Notes to be "arbitrage bonds", and

(2) that the Issuer will comply with:

(i) all of the requirements of Section 148 of the Code; and

(ii) all of the requirements of the applicable Regulations thereunder, to whatever extent is necessary to assure that the Notes shall not be treated as "arbitrage bonds".

On the basis of known facts, circumstances and reasonable expectations in existence on the date of approval of this Loan Agreement, the Issuer certifies as follows:

(1) that it is not expected that the proceeds of the Notes will be used in a manner which would cause such Notes to be "arbitrage bonds";

(2) that it is anticipated that amounts on deposit in any sinking fund will be used within thirteen (13) months from the date of deposit for the payment of debt service on the Notes, and that, except for an amount equal to not more than the greater of (i) one-twelfth (1/12) of debt service requirements of the Notes for the then ensuing year or (ii) one year's

earnings on the sinking fund, such sinking fund will be depleted through such application for current debt service requirements of the Notes;

(3) that the original proceeds of the Notes will not exceed by more than 5%, the amount required for the acquisition of the Project, and that there has therefore been no overissuance of the Notes; and

(4) that the Issuer has not been advised of any listing or contemplated listing by the IRS determining that such certification with respect to its obligations may not be relied upon.

Prior to or at the time of delivery of the Notes, the Chairman and/or Officer of the Issuer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated acquisition, construction, expenditures and investments, including the execution of necessary and/or desirable certifications of the type contemplated by the Regulations, in order to assure that interest on the Notes will be excludable from gross income for Federal income tax purposes and that the Notes will not be treated as "arbitrage bonds".

ARTICLE 5. GENERAL COVENANTS

Section 501. Covenants of the Issuer. The Issuer further covenants and agrees with the Bank to maintain the Project in good condition, and also to pay the maintenance costs thereof, and all other costs thereof, including the cost of insurance, as hereinbefore provided.

Section 502. Covenant Regarding Application of Revenues. The Issuer covenants for itself, its successors and assigns, to use, or cause to be used, its revenues received from any source, for the following purposes and in the following order:

- (a) To pay or cause to be paid any and all interest, principal and other requirements of the Prior Obligations and Prior Obligation Documentation.
- (b) To pay or cause to be paid to the Bank the amounts prescribed herein for the payment of interest and principal requirements of the Notes.
- (c) To pay, or cause to be paid, any expenses of operation, maintenance and repairs, insurance, assessments, apportionment warrants, taxes, if any, and other charges, against the System.

Section 503. Rate Covenant; Debt Service Coverage Ratio. The Issuer shall operate the System on a revenue producing basis and charge such fees and rates for its services and exercise such skill and diligence as to provide income from the Issuer together with other available funds sufficient to pay promptly all debt service payments, all expenses of operation, maintenance and repair of the System, enable the Issuer to have at any time a Debt Service Coverage Ratio not less than 100% beginning with the fiscal year commencing with the full fiscal year following the completion of the Project and provide all other payments required to be made by it hereunder to the extent permitted by law. In addition, the Issuer shall, from time to time as often as necessary and to the extent permitted by law, revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this Section.

If the Debt Service Coverage Ratio is less than 100% upon a calculation thereof commencing with the full fiscal year following the completion of the Project, then the Issuer shall (i) retain a Certified Public Accountant to make recommendations with respect to the rates, fees and charges of the System and the Issuer's methods of operation and other factors affecting its financial condition in order to increase the Debt Service Coverage Ratio to at least 100%, and (ii) take any and all action necessary to implement the recommendations of the Certified Public Accountant, including filing the appropriate application with the Kentucky Public Service Commission for a modification of the Issuer's rates and charges.

So long as the Issuer complies with the Certified Public Accountant's reasonable recommendations (to the extent that such recommendations are approved by the Bank so long as any of the Notes are held by the Bank) to the extent not prohibited by law, then no default shall be declared with respect to this Section, provided all required Note payments are being timely made.

Section 504. Covenant as to Insurance and Audits. The Issuer agrees that so long as any of the Notes are outstanding it will cause the following covenants to be complied with:

(a) *Insurance.* It will keep the System insured against loss or damage by fire, windstorm, tornado, or other casualties to an extent at least equal to the insurable value thereof, and such other forms of insurance shall be carried in such amounts as are ordinarily carried for property of like character in a responsible insurance company or companies. Any amount collected under said policies for any loss covered or damage done shall first be applied to the replacement or restoration of any building or buildings damaged or destroyed, and any surplus then remaining after such replacement or restoration shall be paid into the Issuer's general fund.

(b) *Audits.* It will, as soon as may be feasible after the close of each fiscal year, in any event, not later than 120 days thereafter, cause an audit of the financial affairs of the Issuer to be made by a Certified Public Accountant.

It will properly mail or cause to be mailed, to the original purchaser of the Notes, a copy of such audit report and will cause a copy of such audit report to be kept on file with the Bank.

Section 505. Default; Remedies. The following shall be considered an "Event of Default" under this Loan Agreement:

(1) the Issuer shall fail for any reason to make the required payments to the Bank or shall fail to make an annual appropriation for the payment of the Notes in the Issuer's annual budget, or

(2) there shall be any default in the payment of the principal of or the interest on the Notes, when due, or

(3) the Issuer shall fail or refuse to comply with the provisions of the Act, or shall default in the performance or observance of any other of the covenants, agreements or conditions on its part contained in this Loan Agreement, any authorizing resolution of the Issuer, or the Notes, and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Bank, or

(4) the Issuer shall in any way fail to meet the obligations imposed upon it hereunder.

Upon the occurrence of any Event of Default under this Section 505 the Bank shall, by notice in writing delivered to the Issuer, declare the principal of all Notes and all interest accrued thereon to be accelerated. Such notice shall declare such principal and interest to be accelerated and immediately due and payable. Upon any acceleration hereunder, the Bank shall immediately declare the payments required to be made by the Issuer under the Notes to be immediately due and payable.

Any notice mailed in such manner shall be conclusively presumed to have been given, whether or not the Issuer receives the notice.

The Bank may enforce and compel the performance of all duties and obligations of the Issuer set forth herein. Upon the occurrence of an Event of Default, then upon the filing of a suit by the Bank, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of operating and maintenance expenses and for the payment of principal of and interest on the Notes and the Prior Obligations and to provide and apply the income and revenues in conformity with this Loan Agreement and with the laws of the Commonwealth of Kentucky.

The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Issuer's obligations, all contracts and other rights of the Issuer pertaining to the System, conditionally, for such time only as such receiver or operator shall operate by authority of the court. Upon the occurrence of an Event of Default, the Bank may require the governing body of the Issuer by appropriate order to raise the rates a reasonable amount consistent with the requirements of this Loan Agreement.

Section 506. Parity Indebtedness. The Issuer reserves the right to issue future parity indebtedness provided the requirements set forth in Section 10 of the Assistance Agreement are complied with.

this Note. The Bank's computer records shall be prima facie evidence of the unpaid amount of principal outstanding under this Note.

For the purpose of this Note the term "*Interest Rate*" shall mean a fixed rate of interest equal to 3.25% per annum.

This Note is one of a series of Henderson County Water District Waterworks Revenue Notes, Series 2015 (the "Notes") in the aggregate principal sum of Three Hundred Fifty Thousand Dollars (\$350,000), of like tenor and effect (except possibly as to numbering, maturities, interest rates, and provisions as to prior redemption), and this Note and the issue of which it forms a part, are issued under and secured by a Loan Agreement (the "Loan Agreement") dated as of December 2, 2015 executed by and between said Issuer and the Bank, executed counterparts of which are on file in the office of said Bank.

The Notes were authorized to be issued by the Issuer pursuant to Sections 74.280 through 74.310 of the Kentucky Revised Statutes and a duly adopted Resolution (the "Resolution"), which Resolution approved the execution of the Loan Agreement, for the purpose of defraying the cost of acquiring and installing new radio read meters (the "Project), pursuant to and in full compliance with the laws of the Commonwealth of Kentucky.

The Notes do not constitute an indebtedness of the Issuer within the meaning of the Kentucky Constitution and are payable solely from and secured by a pledge of the revenues of the Issuer's waterworks system (the "System") after providing for the principal, interest and other requirements of the outstanding Prior Obligations and Prior Obligation Documentation (as such terms are defined in the Loan Agreement), and are issued without any preference, priority, or distinction whatsoever of the lien thereof in favor of any one or more of said Notes over any one or more of the others. Reference is hereby made to the Loan Agreement and the Resolution for a more particular description of the terms and conditions under which the Notes are issued, a more specific description of the Project, the revenues charged with and pledged for the payment of the Notes, the nature and extent of the security, the rights and duties of the Issuer, and the rights of the owners of the Notes with respect to such security, and for a statement of the manner, extent, conditions, and restrictions (a) under which the Loan Agreement may be modified, amended, and supplemented, (b) under which the lien of the Loan Agreement may be defeased as to these Notes prior to the maturity or redemption date thereof, and (c) under which upon the occurrence of an event of default, the System may be placed in receivership.

The Notes may be redeemed by the Issuer, at any time, prior to maturity, in whole or in part, without prepayment penalty.

In addition, the Notes are subject to mandatory redemption in whole, at any time, within one hundred eighty (180) days after the occurrence of a Determination of Taxability (as defined in the Loan Agreement), at a redemption price of one hundred percent (100%) of the aggregate principal amount of Notes outstanding plus accrued interest to the redemption date; provided however, that by the mutual agreement of the Issuer and the Bank, in lieu of the mandatory redemption of the

Notes the Interest Rate on the Notes would be subject to adjustment, by adjusting the added percentage to the Interest Rate, such that the Bank shall receive the same tax equivalent yield on the Notes as it was receiving prior to the Determination of Taxability.

All of the Notes as to which the Issuer 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. Notice of such redemption may be waived with the written consent of the owner of the Note called for redemption.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law, and the Issuer, so long as the Notes remain outstanding, shall perform all duties imposed upon it by the Loan Agreement.

IN WITNESS WHEREOF, the Henderson County Water District has caused this Note to be executed on its behalf with the duly authorized reproduced manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed, and attested by its Secretary, and this Note is to be dated as of the date set forth above.

HENDERSON COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

(Seal of Issuer)

RESOLUTION

RESOLUTION OF THE HENDERSON COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AN AMENDED ASSISTANCE AGREEMENT WITH THE KENTUCKY RURAL WATER FINANCE CORPORATION FOR THE PURPOSE OF AMENDING A LOAN TO THE DISTRICT.

WHEREAS, the Board of Commissioners of the Henderson County Water District (the "District") previously obtained a loan dated April 11, 2006, in the original principal amount of \$4,692,000 (the "Series 2006A Loan") from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2006A (the "Series 2006A Bonds") to refund bonds secured by the District's water system (the "System"); and

WHEREAS, the Kentucky Rural Water Finance Corporation (the "Corporation") has determined that if the Corporation refunds the outstanding Series 2006A Bonds that the District can obtain debt service savings on its Series 2006A Loan; and

WHEREAS, the Board of Commissioners has determined that it is in the public interest to amend the outstanding Series 2006A Loan, in order for the District to obtain debt service savings; and

WHEREAS, the District desires the Corporation to act as its agency and instrumentality to issue the bonds that will refund the Series 2006A Bonds for the purpose of amending the outstanding Series 2006A Loan and has made an application to the Corporation therefore; and

WHEREAS, in order to obtain such debt service savings, the District is required to enter into an Amended Assistance Agreement with the Corporation;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Henderson County Water District as follows:

1. Authorization of Amended Assistance Agreement and the Series 2006A Loan Thereunder. The District hereby authorizes and approves an Amended Assistance Agreement for the Series 2006A Loan for the purpose of achieving debt service savings on its Series 2006A Loan all as agreed upon by the District and the Corporation.

2. Approval and Authorization of Execution of Amended Assistance Agreement. The Amended Assistance Agreement by and between the District and the Corporation in such form as may be approved by the Chairman, is hereby approved, subject to such minor changes, changes of dates, insertions or omissions as may be approved by the Chairman, such approval to be conclusively evidenced by the execution of said Amended Assistance Agreement, in order to effectuate the purposes of this Resolution; and the Chairman, or any other officer of the District, is hereby authorized to execute and acknowledge same for

and on behalf of the District; and the Secretary is authorized to attest same and to affix thereto the corporate seal of the District. The Amended Assistance Agreement is hereby ordered to be filed in the office of the Secretary with this Resolution in the official records of the District.

3. Disbursement of Proceeds of Series 2006A Loan. The District's officers, employees and agents are authorized to carry out the procedures specified in the Amended Assistance Agreement for the amendment of the Series 2006A Loan 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 Series 2006A Loan, as the same become due and payable; and said revenues, pursuant to the terms of the Amended Assistance Agreement, are hereby pledged to secure all such payments, and in addition, for such other purposes as are more fully specified in the Amended Assistance Agreement.

5. Chairman and Other District Officials to Take Any Other Necessary Action. Pursuant to the Constitution and Laws of the Commonwealth of Kentucky, the Chairman, Treasurer, Secretary and all other appropriate officials of the District are hereby authorized and directed to file any and all applications necessary to obtain approval for the amendment of the Series 2006A 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 Amended 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.

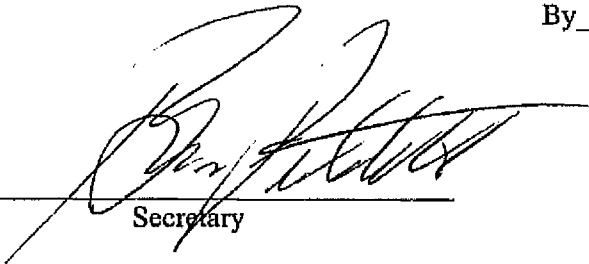
[Signature Page Follows]

Adopted on March 23, 2016.

HENDERSON COUNTY WATER
DISTRICT

By 
Chairman

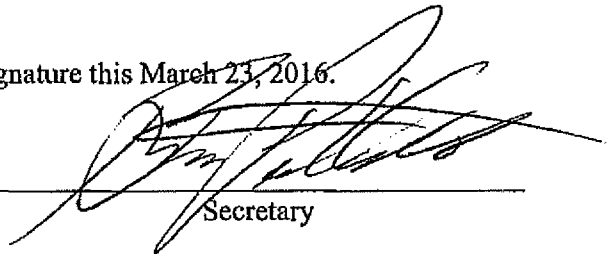
Attest:

By 
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Commissioners of the District at a meeting duly held on March 23, 2016; that said official action appears as a matter of public record in the official records or Journal of the Board of Commissioners; 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 March 23, 2016.


Secretary

**FIRST AMENDMENT AND SUPPLEMENT TO
ASSISTANCE AGREEMENT**

This First Amendment and Supplement to Assistance Agreement made and entered into as of May 12, 2016 (the "First Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, a non-profit agency and instrumentality of various political subdivisions of the Commonwealth of Kentucky duly organized and existing under the laws of the Commonwealth of Kentucky (the "Issuer") and the Henderson County Water District, P.O. Box 655, 655 South Main Street, Henderson, Kentucky 42419 (the "Governmental Agency"):

WITNESSETH

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

WHEREAS, pursuant to the Indenture, the Issuer has authorized the issuance of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2016B (the "Series 2016B Bonds") in the aggregate principal amount of \$8,440,000, pursuant to a Supplemental Trust Indenture No. 65, dated as of May 12, 2016 by and between the Issuer and the Trustee, which Series 2016B Bonds will rank on a parity with the Series 2001 Bonds and the proceeds of which will be used by certain Governmental Agencies to acquire, construct and equip public projects described in various Assistance Agreements by and between the Governmental Agencies and the Issuer; and

WHEREAS, the Governmental Agency entered into an Assistance Agreement (the "Assistance Agreement") with the Issuer on April 11, 2006, pursuant to which the Issuer provided the Governmental Agency with a loan dated April 11, 2006, in the original principal amount of \$4,692,000, from the proceeds of the Kentucky Rural Water Finance Corporation Public Projects Refunding Revenue Bonds (Flexible Term Program), Series 2006A (the "Loan"); and

WHEREAS, the proceeds of the Loan were used to advance refund the Henderson County Water District Water Revenue Bonds, Series 1997, dated July 1, 1997 in the original principal amount of \$1,800,000 and Henderson County (Kentucky) Water District Water Revenue Bonds, Series of 2000, dated June 1, 2000, in the original principal amount of

\$2,625,000, the proceeds of which bonds were used to make improvements and extensions to the Governmental Agency's water system (the "System"); and

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

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

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

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

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

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

"*Assistance Agreement*" refers to the Assistance Agreement between the Issuer and the Governmental Agency, dated April 11, 2006, authorizing the Loan.

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

"*Indenture*" means the Trust Indenture, dated as of April 4, 2001, as originally executed or as it may from time to time be supplemented, modified or amended by any supplemental indenture, including the Supplemental Trust Indenture No. 65, dated May 12, 2016, by and between the Issuer and the Trustee.

"*Interest Payment Date*" shall mean the 1st day of each month, commencing June 1, 2016 and continuing through and including January 1, 2026 or until the Loan has been paid in full.

"*Loan*" refers to the loan in the amount of \$4,692,000, dated April 11, 2006, to the Governmental Agency from the Issuer, as amended herein.

"*Obligations*" refers to the Loan originally authorized by the Assistance Agreement, which loan is supplemented, amended, modified and reauthorized by this First Amendment to Assistance Agreement, maturing January 1, 2026.

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

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

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

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

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

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

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

thereon at the rate equal to the highest rate of interest paid by the investments making up the Program Reserve Fund until such Reserve Withdrawal has been replenished.

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

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

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

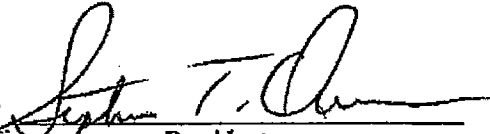
Section 5. Calculation of Revised Principal Amount of the Loan. The revised principal amount of the Loan is \$3,080,000, which amount was calculated as follows:

Outstanding principal balance of the Loan on May 12, 2016	\$3,205,000.00
Plus accrued interest from February 1 to May 12, 2016	44,271.14
Plus fee to bondholders for early call of the Loan	0.00
Plus net costs associated with amending the debt service on the Loan	-23,647.40
Plus deposit to Governmental Agency's Sinking Fund (rounding)	951.69
Credit for current balance in Governmental Agency's Sinking Fund	<u>(146,575.43)</u>
Revised principal amount of the Loan	\$3,080,000.00

[Signature page follows]

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By 
President

Attest:

By _____
Secretary/Treasurer

HENDERSON COUNTY WATER DISTRICT

By _____
Chairman

Attest:

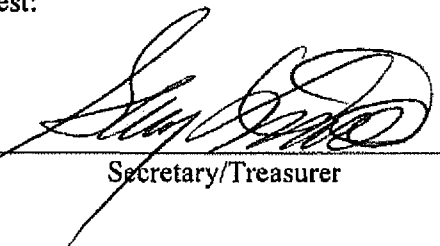
By _____
Secretary

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By  _____
Secretary/Treasurer

HENDERSON COUNTY WATER DISTRICT

By _____
Chairman

Attest:

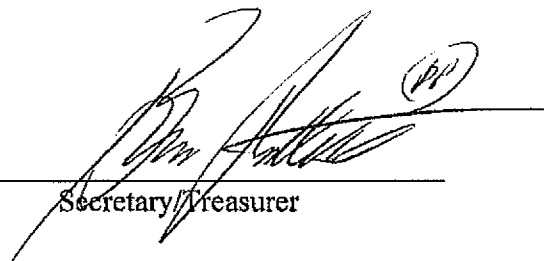
By _____
Secretary

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

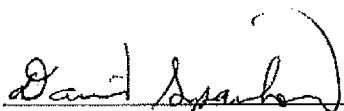
KENTUCKY RURAL WATER FINANCE CORPORATION

By _____
President

Attest:

By  _____
Secretary/Treasurer

HENDERSON COUNTY WATER DISTRICT

By  _____
Chairman

Attest:

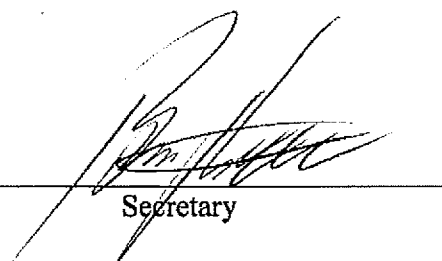
By  _____
Secretary

EXHIBIT A

Debt Service Schedule

**KRWFC Flexible Term Program Series 2016 B
Sinking Fund Payment Schedule**

**Borrower: Henderson County Water District
Closing Date: 05/12/16**

	Monthly Principal	Monthly Interest	Monthly Admin.Fees	Total Monthly Sinking Fund Payments
6/16-1/17	33,125.00	7,135.99	-	40,260.99
2/17-7/17	25,416.67	5,950.00	586.46	31,953.13
8/17-1/18	25,416.67	5,950.00	586.46	31,953.13
2/18-7/18	26,250.00	5,187.50	522.92	31,960.42
8/18-1/19	26,250.00	5,187.50	522.92	31,960.42
2/19-7/19	27,500.00	4,400.00	457.29	32,357.29
8/19-1-20	27,500.00	4,400.00	457.29	32,357.29
2/20-7/20	28,333.33	3,575.00	388.54	32,296.88
8/20-1/21	28,333.33	3,575.00	388.54	32,296.88
2/21-7/21	28,750.00	3,008.33	317.71	32,076.04
8/21-1/22	28,750.00	3,008.33	317.71	32,076.04
2/22-7/22	29,166.67	2,433.33	245.83	31,845.83
8/22-1/23	29,166.67	2,433.33	245.83	31,845.83
2/23-7/23	22,500.00	1,850.00	172.92	24,522.92
8/23-1/24	22,500.00	1,850.00	172.92	24,522.92
2/24-7/24	22,916.67	1,400.00	116.67	24,433.33
8/24-1/25	22,916.67	1,400.00	116.67	24,433.33
2/25-7/25	23,750.00	712.50	59.38	24,521.88
8/25-1/26	23,750.00	712.50	59.38	24,521.88
2/26-7/26		-	-	-
	<u>3,080,000.00</u>	<u>399,287.92</u>	<u>34,412.50</u>	<u>3,513,700.42</u>

LOAN AGREEMENT

THIS LOAN AGREEMENT, made and entered into as of the 2nd day of December, 2015, by and between the Henderson County Water District (the "Issuer"), a political subdivision of the Commonwealth of Kentucky, organized and existing pursuant to the laws of the Commonwealth of Kentucky, and Old National Bank, Evansville, Indiana (the "Bank"),

WITNESSETH:

WHEREAS, the Issuer is a water district organized under Chapter 74 of the Kentucky Revised Statutes (the "Act"); and

WHEREAS, the waterworks system (the "System") of the Issuer is owned and operated by said Issuer pursuant to the Act; and

WHEREAS, it is the desire and intent of the Issuer at this time to authorize and provide for the issuance of revenue obligations in the principal amount of \$350,000 (the "Notes"), for the purpose of financing the cost (not otherwise provided) of the acquisition and installation of new radio read meters (the "Project") for the System of the Issuer and to prescribe the covenants of the Issuer, the rights of Bank and the details of the issuance of the proposed Notes, and

WHEREAS, the Issuer presently has outstanding certain Prior Obligations (as hereinafter defined), which Prior Obligations are payable from and secured by a pledge of the revenues derived from the operation of the System, and

WHEREAS, all of the Prior Obligations presently outstanding are current as to payment of both principal and interest, and for the security of which a certain Sinking Fund and certain reserves are being maintained in the manner and by the means prescribed in the Prior Obligation Documentation (as hereinafter defined) of the Issuer authorizing the Prior Obligations, and

WHEREAS, the Issuer has obtained a Certificate of Public Convenience and Necessity from the Kentucky Public Service Commission authorizing the acquisition of the Project and an Order approving the issuance of the Notes; and

WHEREAS, the Notes shall be secured by a pledge of the revenues derived from the operation of the System, subject to the rights and priorities of the holders of the outstanding Prior Obligations; and

WHEREAS, the issuance of the Notes herein authorized and the execution of this Loan Agreement have been authorized and directed by a Resolution adopted by the Board of Commissioners of the Issuer at a meeting duly called and held for that purpose;

NOW, THEREFORE, THIS LOAN AGREEMENT, WITNESSETH:

ARTICLE 1. DEFINITIONS

Section 101. Definitions. As used in this Loan Agreement, unless the context requires otherwise, the following terms shall have the following respective meanings:

"Act" refers to Chapter 74 of the Kentucky Revised Statutes, as amended.

"Assistance Agreement" refers to the Assistance Agreement by and between the Kentucky Rural Water Finance Corporation and the Issuer, dated April 11, 2006 whereunder the KRWFC Loan was issued.

"Bank" refers to Old National Bank, Evansville, Indiana, which has agreed to purchase the Notes.

"Bond Counsel" refers to Rubin & Hays, Louisville, Kentucky, or any other nationally recognized individual or firm in the field of municipal bond law.

"Bond Resolution of 2013" or *"2013 Bond Resolution"* refers to the Resolutions of the Issuer authorizing the Bonds of 2013.

"Bonds of 2013" or *"Series 2013 Bonds"* collectively refers to the \$1,995,000 of Henderson County Water District Waterworks Revenue Bonds, Series 2013 and 2013A, dated February 7, 2014 authorized by the 2013 Bond Resolution.

"Code" refers to the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Commission" or *"Board of Commissioners"* refers to the Board of Commissioners of the Issuer.

"Costs of the Project" means and includes the following:

- (a) filing and recording fees and incidental expenses, if any;
- (b) the costs of acquiring the Project;
- (c) the cost of publishing any proceedings, if any, as may be required by law;
- (d) the fee and out-of-pocket expenses of Bond Counsel; and
- (e) all other costs and expenses, necessary to be incurred in connection with the acquisition and installation of the Project.

"Date of Delivery" refers to December 2, 2015.

"Debt Service Coverage Ratio" shall mean the ratio, as determined in accordance with generally accepted accounting principles, of the Issuer's increase in net assets (consisting of interest plus depreciation and amortization, plus unrealized investment loss or gain), to the sum of all principal and interest payments due during a consecutive 12 month period on (i) the Prior Obligations; (ii) the Notes; and (iii) any other indebtedness of the Issuer.

"Determination of Taxability" refers to the occurrence of a determination that the interest on the Notes is subject to federal income taxation as a result of an Event of Taxability, which determination shall be deemed to have been made on the date on which the Issuer shall receive written notice from a Noteowner or former Noteowner that the Internal Revenue Service has issued a statutory notice of deficiency or similar notice which claims in effect that the interest on the Notes is includable in the gross income of the Noteowner or former Noteowner thereof due to the occurrence of an Event of Taxability; provided, however, that no Determination of Taxability shall be deemed to have occurred unless and until the Issuer has been afforded the opportunity, at its election and expense as hereinafter provided, to participate fully in a contest of such claim and such contest, if made, has been abandoned by the Issuer or has been finally determined adversely to the Issuer by a court of competent jurisdiction from which no further appeal exists. The Issuer shall not have the right to participate in any contest of such claim unless (i) within one hundred twenty (120) days after receipt of notice of such claim from the Noteowner or former Noteowner, the Issuer makes a written request to the Noteowner or former Noteowner involved in such claim that such claim be contested and furnishes a written opinion of Bond Counsel, satisfactory to such Noteowner or former Noteowner as to the identity of such counsel and the substance of the opinion rendered, to the effect that a reasonable basis exists for contesting such claim; and (ii) the Issuer agrees in writing to pay on demand all costs and expenses (including attorney's fees) which such Noteowner or former Noteowner may incur in contesting such claim.

"Event of Taxability" refers to the occurrence of circumstances because of which a Determination of Taxability shall have been found to have occurred, or which shall constitute a Determination of Taxability, and which results in the interest payable on the Notes becoming includable in the gross income for federal income tax purposes of any Noteowner (other than a Noteowner who is a "substantial user" of the Project or a "related person" as those terms are used in Section 147(a) of the Code), such occurrence of circumstances relating to a specific point in time.

"IRS" refers to the Internal Revenue Service of the Treasury Department of the United States of America.

"Interest Rate" for the purpose of the Notes shall mean a fixed rate of interest equal to 3.25% per annum.

"KRWFC Loan" refer to the Kentucky Rural Water Finance Corporation loan to the Issuer in the original principal amount of \$4,692,000, dated April 11, 2006.

"Note Payment Date" refers to any of the dates designated by this Loan Agreement for payment of principal of and/or interest on the Notes, and unless otherwise provided by this Loan Agreement, Note Payment Date refers to the 2nd day of each month commencing January 2, 2016, until the Notes are paid (or provision made therefor) in accordance with this Loan Agreement.

"Notes" refers to the Henderson County Water District Waterworks Revenue Notes, Series 2015.

"Prior Obligation Documentation" collectively refers to the 2013 Bond Resolution and the Assistance Agreement.

"Prior Obligations" collectively refers to the Series 2013 Bonds and the KRWFC Loan.

"Project" refers to the acquisition and installation of new radio read water meters and appurtenances, as described in Exhibit A attached hereto.

"Regulations" refers to the applicable Federal income tax regulations issued by the Department of Treasury of the United States of America interpreting the Code.

"U. S. Obligations" means bonds or notes which are the direct obligations of the United States of America, or obligations the principal of and interest on which are guaranteed by the United States of America.

Section 102. Words of Masculine Gender; Plural as Well as Singular Form. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as to the singular form of any of such words and terms. All words and terms used in this Loan Agreement have the meaning set forth therein. Unless otherwise indicated, references to Articles or Sections refer to those in this Loan Agreement.

ARTICLE 2. AUTHORIZATION OF NOTES; REDEMPTION

Section 201. Authorization of Notes. For the purpose of defraying the Costs of the Project under the Act, the Issuer is authorized to issue and sell its negotiable Notes, dated the Date of Delivery, in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) issued as fully registered notes in any denomination thereof.

Section 202. Payments on the Notes. The Notes shall bear interest at the Interest Rate on the aggregate unpaid balance of advances made by the Bank under the Notes, payable on each Note Payment Date, such payments to be in one hundred nineteen (119) equal monthly principal and interest installments of \$3,427.97, beginning January 2, 2016 and continuing through and including November 2, 2025, which are to be first applied to interest due on the Notes and the remainder to the outstanding unpaid principal, with the entire balance of principal and interest then due being payable on December 2, 2025.

Advances may be made by the Bank to the Issuer for benefit of the Issuer from time to time under the Notes, provided, however, all advances on the Notes shall be made on or before January 1, 2016. Upon the disbursement of each such advance, the Bank shall record as part of its normal operations the making and amount of each such advance and repayment of amounts of principal made on the Notes. The aggregate amount of all advances made by the Bank, less the amounts of payment of principal made by the Issuer, shall be the principal amount outstanding under the Notes. The Bank's computer records shall be prima facie evidence of the unpaid amount of principal outstanding under the Notes.

The advances and other extensions of credit to or for the benefit of the Issuer shall constitute one obligation of Issuer, and shall be secured by the lien of this Loan Agreement.

The Bank will account to the Issuer monthly, until the total amount of principal under the Note has been advanced with a statement of the principal amount outstanding on the Notes and such other charges and payments made pursuant to this Loan Agreement and the Notes, and such accounting rendered by the Bank shall be deemed final, binding, conclusive and prima facie evidence upon the Issuer, absent manifest error, unless the Bank is notified by the Issuer in writing to the contrary within thirty (30) days of the date each accounting is mailed to the Issuer. Such notice shall be deemed an objection to those items specifically objected to in the notice.

The Bank shall have the right to cease making advances under the Notes to the Issuer upon or after any Event of Default described in Section 505 hereof.

Section 203. Place of Payment. Interest on each Note shall be payable by check or draft mailed to the registered owner thereof at the address shown on the registration books kept by the Issuer as registrar. The principal of the Notes shall be payable, without exchange or collection charges, in lawful money of the United States of America upon their presentation and surrender as they respectively become due and payable, whether at maturity or by prior redemption, at the main office of the Bank.

Section 204. Maturity. The final maturity of the Notes shall be December 2, 2025.

Section 205. Redemption. The Notes may be redeemed by the Issuer, at any time, prior to maturity, in whole or in part, without prepayment penalty.

In addition, the Notes are subject to mandatory redemption in whole, at any time, within one hundred eighty (180) days after the occurrence of a Determination of Taxability, at a redemption price of one hundred percent (100%) of the aggregate principal amount of Notes outstanding plus accrued interest to the redemption date; provided however, that by the mutual agreement of the Issuer and the Bank, in lieu of the mandatory redemption of the Notes the Interest Rate on the Notes would be subject to adjustment, by adjusting the added percentage to the Interest Rate, such that the Bank shall receive the same tax equivalent yield on the Notes as it was receiving prior to the Determination of Taxability.

Section 206. Security for Notes. The Notes are issued pursuant to the provisions of Sections 74.280 through 74.310 of the Kentucky Revised Statutes and are not an indebtedness of the Issuer within the meaning of the Kentucky Constitution. The Notes are payable solely from and are secured by a pledge of the gross revenues of the System, after providing for all of the principal and interest requirements of the outstanding Prior Obligations and the conditions of the Prior Obligation Documentation.

ARTICLE 3. NOTE FORM

Section 301. Note Form. The Notes shall be in substantially the respective forms set forth in Exhibit B attached hereto.

Section 302. Execution of the Notes. The Notes shall be executed on behalf of the Issuer by the manual or facsimile signature of the Chairman of the Issuer, with the Corporate Seal of the Issuer affixed thereto and attested by the manual or facsimile signature of the Secretary of said Issuer.

Section 303. Notes Shall Be Fully Registered. The Notes shall be fully registered and transferred and assigned in accordance with the written authorized instruction of the registered owner. The Issuer shall establish and maintain a list of the registered owners of the Notes.

Section 304. Registration and Payment. All Notes shall be registered as to both principal and interest on the books of the Issuer. No transfer of any Notes shall be valid unless made on said books at the request of the registered owner in person or by his attorney duly authorized in writing, and similarly noted on such Note. The person in whose name a Note is registered upon the books of the Issuer shall be deemed the owner thereof for all purposes.

**ARTICLE 4. SALE OF THE NOTES; DISPOSITION OF PROCEEDS;
LIMITATIONS ON INVESTMENTS**

Section 401. Conditions of Sale of Notes. Pursuant to Section 74.290 of the Kentucky Revised Statutes, the Issuer has taken solicitations from responsible lenders and has determined that the terms and conditions offered by the Bank are in the best interests of the Issuer.

Section 402. Disposition of Proceeds of Sale of Notes. Upon the issuance and delivery of the Notes, the proceeds of the Notes shall be drawn and paid out to the Issuer or its designee upon receipt of a properly executed form or certificate required by the Bank and signed by an authorized representative of the Issuer.

Section 403. Arbitrage Limitation. The Issuer covenants that sums derived from the proceeds of the Notes shall not be invested in investments which will produce a net adjusted yield which is in excess of the yield of the Notes if such investment would cause such Notes to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code and the applicable Regulations thereunder; provided, however, that such proceeds may be invested to whatever extent and whenever such Code and/or applicable Regulations permit same to be invested without causing the Notes to be treated as "arbitrage bonds."

The Issuer further covenants to the noteholders that:

(1) the Issuer will make no use of the proceeds of the Notes, if such use had been reasonably expected on the date of issuance of such Notes, would have caused such Notes to be "arbitrage bonds", and

(2) that the Issuer will comply with:

(i) all of the requirements of Section 148 of the Code; and

(ii) all of the requirements of the applicable Regulations thereunder, to whatever extent is necessary to assure that the Notes shall not be treated as "arbitrage bonds".

On the basis of known facts, circumstances and reasonable expectations in existence on the date of approval of this Loan Agreement, the Issuer certifies as follows:

(1) that it is not expected that the proceeds of the Notes will be used in a manner which would cause such Notes to be "arbitrage bonds";

(2) that it is anticipated that amounts on deposit in any sinking fund will be used within thirteen (13) months from the date of deposit for the payment of debt service on the Notes, and that, except for an amount equal to not more than the greater of (i) one-twelfth (1/12) of debt service requirements of the Notes for the then ensuing year or (ii) one year's

earnings on the sinking fund, such sinking fund will be depleted through such application for current debt service requirements of the Notes;

(3) that the original proceeds of the Notes will not exceed by more than 5%, the amount required for the acquisition of the Project, and that there has therefore been no overissuance of the Notes; and

(4) that the Issuer has not been advised of any listing or contemplated listing by the IRS determining that such certification with respect to its obligations may not be relied upon.

Prior to or at the time of delivery of the Notes, the Chairman and/or Officer of the Issuer are authorized to execute the appropriate certification with reference to the matters referred to above, setting out all known and contemplated facts concerning such anticipated acquisition, construction, expenditures and investments, including the execution of necessary and/or desirable certifications of the type contemplated by the Regulations, in order to assure that interest on the Notes will be excludable from gross income for Federal income tax purposes and that the Notes will not be treated as "arbitrage bonds".

ARTICLE 5. GENERAL COVENANTS

Section 501. Covenants of the Issuer. The Issuer further covenants and agrees with the Bank to maintain the Project in good condition, and also to pay the maintenance costs thereof, and all other costs thereof, including the cost of insurance, as hereinbefore provided.

Section 502. Covenant Regarding Application of Revenues. The Issuer covenants for itself, its successors and assigns, to use, or cause to be used, its revenues received from any source, for the following purposes and in the following order:

- (a) To pay or cause to be paid any and all interest, principal and other requirements of the Prior Obligations and Prior Obligation Documentation.
- (b) To pay or cause to be paid to the Bank the amounts prescribed herein for the payment of interest and principal requirements of the Notes.
- (c) To pay, or cause to be paid, any expenses of operation, maintenance and repairs, insurance, assessments, apportionment warrants, taxes, if any, and other charges, against the System.

Section 503. Rate Covenant; Debt Service Coverage Ratio. The Issuer shall operate the System on a revenue producing basis and charge such fees and rates for its services and exercise such skill and diligence as to provide income from the Issuer together with other available funds sufficient to pay promptly all debt service payments, all expenses of operation, maintenance and repair of the System, enable the Issuer to have at any time a Debt Service Coverage Ratio not less than 100% beginning with the fiscal year commencing with the full fiscal year following the completion of the Project and provide all other payments required to be made by it hereunder to the extent permitted by law. In addition, the Issuer shall, from time to time as often as necessary and to the extent permitted by law, revise its rates, fees and charges in such manner as may be necessary or proper to comply with the provisions of this Section.

If the Debt Service Coverage Ratio is less than 100% upon a calculation thereof commencing with the full fiscal year following the completion of the Project, then the Issuer shall (i) retain a Certified Public Accountant to make recommendations with respect to the rates, fees and charges of the System and the Issuer's methods of operation and other factors affecting its financial condition in order to increase the Debt Service Coverage Ratio to at least 100%, and (ii) take any and all action necessary to implement the recommendations of the Certified Public Accountant, including filing the appropriate application with the Kentucky Public Service Commission for a modification of the Issuer's rates and charges.

So long as the Issuer complies with the Certified Public Accountant's reasonable recommendations (to the extent that such recommendations are approved by the Bank so long as any of the Notes are held by the Bank) to the extent not prohibited by law, then no default shall be declared with respect to this Section, provided all required Note payments are being timely made.

Section 504. Covenant as to Insurance and Audits. The Issuer agrees that so long as any of the Notes are outstanding it will cause the following covenants to be complied with:

(a) *Insurance.* It will keep the System insured against loss or damage by fire, windstorm, tornado, or other casualties to an extent at least equal to the insurable value thereof, and such other forms of insurance shall be carried in such amounts as are ordinarily carried for property of like character in a responsible insurance company or companies. Any amount collected under said policies for any loss covered or damage done shall first be applied to the replacement or restoration of any building or buildings damaged or destroyed, and any surplus then remaining after such replacement or restoration shall be paid into the Issuer's general fund.

(b) *Audits.* It will, as soon as may be feasible after the close of each fiscal year, in any event, not later than 120 days thereafter, cause an audit of the financial affairs of the Issuer to be made by a Certified Public Accountant.

It will properly mail or cause to be mailed, to the original purchaser of the Notes, a copy of such audit report and will cause a copy of such audit report to be kept on file with the Bank.

Section 505. Default; Remedies. The following shall be considered an "Event of Default" under this Loan Agreement:

(1) the Issuer shall fail for any reason to make the required payments to the Bank or shall fail to make an annual appropriation for the payment of the Notes in the Issuer's annual budget, or

(2) there shall be any default in the payment of the principal of or the interest on the Notes, when due, or

(3) the Issuer shall fail or refuse to comply with the provisions of the Act, or shall default in the performance or observance of any other of the covenants, agreements or conditions on its part contained in this Loan Agreement, any authorizing resolution of the Issuer, or the Notes, and such failure, refusal or default shall continue for a period of forty-five (45) days after written notice thereof by the Bank, or

(4) the Issuer shall in any way fail to meet the obligations imposed upon it hereunder.

Upon the occurrence of any Event of Default under this Section 505 the Bank shall, by notice in writing delivered to the Issuer, declare the principal of all Notes and all interest accrued thereon to be accelerated. Such notice shall declare such principal and interest to be accelerated and immediately due and payable. Upon any acceleration hereunder, the Bank shall immediately declare the payments required to be made by the Issuer under the Notes to be immediately due and payable.

Any notice mailed in such manner shall be conclusively presumed to have been given, whether or not the Issuer receives the notice.

The Bank may enforce and compel the performance of all duties and obligations of the Issuer set forth herein. Upon the occurrence of an Event of Default, then upon the filing of a suit by the Bank, any court having jurisdiction of the action may appoint a receiver to administer said System on behalf of the Issuer with power to charge and collect rates sufficient to provide for the payment of operating and maintenance expenses and for the payment of principal of and interest on the Notes and the Prior Obligations and to provide and apply the income and revenues in conformity with this Loan Agreement and with the laws of the Commonwealth of Kentucky.

The Issuer hereby agrees to transfer to any bona fide receiver or other subsequent operator of the System, pursuant to any valid court order in a proceeding brought to enforce collection or payment of the Issuer's obligations, all contracts and other rights of the Issuer pertaining to the System, conditionally, for such time only as such receiver or operator shall operate by authority of the court. Upon the occurrence of an Event of Default, the Bank may require the governing body of the Issuer by appropriate order to raise the rates a reasonable amount consistent with the requirements of this Loan Agreement.

Section 506. Parity Indebtedness. The Issuer reserves the right to issue future parity indebtedness provided the requirements set forth in Section 10 of the Assistance Agreement are complied with.

ARTICLE 6. MISCELLANEOUS PROVISIONS

Section 601. Signatures of Officers. If any of the officers or board members whose signatures or facsimile signatures appear on any of the Notes cease to be such officers or board members before delivery of the Notes, such signatures shall nevertheless be valid for all purposes the same as if said officers had remained in office until delivery, as provided in KRS 61.390.

Section 602. Terms of Notes and this Loan Agreement May be Revised Before Issuance. The Issuer reserves the right, prior to the issuance of the Notes, to amend this Loan Agreement as to the date, amount, maturities, redemption premiums and other provisions of the Notes, consistent with market conditions and other pertinent factors at the time of such issuance.

Section 603. Covenant of Issuer to Take All Necessary Action To Assure Compliance with the Code. In order to assure the Bank that the Notes shall continue to be legal and that interest thereon will continue to be excludable from gross income for federal income tax purposes and exempt from all Kentucky income taxation, the Issuer covenants to and with the Bank to take the following action:

(a) The Issuer will (1) take all actions necessary to comply with the provisions of the Code necessary to assure that interest on the Notes will be excludable from gross income for federal income tax purposes; (2) will take no actions which will violate any of the provisions of the Code; and (3) not use the proceeds of the Notes for any purpose which will cause interest on the Notes to become includable in gross income for federal income tax purposes.

(b) The Issuer hereby certifies that it does not reasonably anticipate that the total principal amount of "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code which the Issuer, or any subordinate entity of the Issuer, will issue during the calendar year during which the Notes are issued, will exceed \$10,000,000; and therefore the Issuer hereby designates the Notes as "qualified tax-exempt obligations".

(c) The Issuer further certifies that the Notes are not "private activity bonds" within the meaning of the Code.

(d) The Issuer covenants and agrees to comply with the rebate requirements on certain excess earnings imposed by Section 148 of the Code, and in the event it is determined by the Issuer, upon the advice of Bond Counsel, that the construction account, or any other fund established in connection with the Notes, is subject to said rebate requirements and does in fact generate earnings from "non-purpose investments" in excess of the amount which said investments would have earned at a rate equal to the "yield" on the Notes plus any income attributable to such excess, there shall be established a separate and special fund with the Bank, which fund shall be designated the "Excess Earnings and Rebate Fund", which shall be utilized for the collection and payment of any excess generated from investments and the remittance thereof to the United States of America on or before the


anniversary of the fifth (5th) year from the date of the Notes and once every five (5) years thereafter until the final retirement of the Notes; the last installment, to the extent required, to be made no later than sixty (60) days following the date on which funds sufficient for the complete retirement of the Notes are deposited with any escrow agent. The Issuer further covenants to file any and all reports, if any, as may be required to be filed with the IRS with regard to the liability or non-liability of the Issuer as to any such rebate requirements and to maintain records in regard thereto for the period of time required by applicable Treasury regulations.

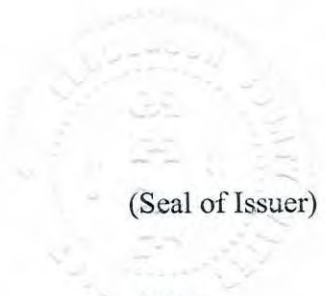
Section 604. Severability Clause. If any section, paragraph, clause or provision of this Loan Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Loan Agreement, which shall continue in full force and effect.

Section 605. Captions of Clauses. The captions and headings of this Loan Agreement are for convenience only and are not to be construed as part of this instrument nor as defining or limiting in any way the scope or intent of the provisions hereof.

IN TESTIMONY WHEREOF, witness the signatures of the parties hereto as of the date first hereinabove written.

HENDERSON COUNTY WATER DISTRICT

By  _____
Chairman



(Seal of Issuer)

Attest:

By  _____
Secretary

OLD NATIONAL BANK

By  _____
Market President

EXHIBIT A

Project Description

The Project consists of the acquisition of Neptune T-10 water meters and appurtenances.

EXHIBIT B

(FORM OF NOTE)
UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
HENDERSON COUNTY WATER DISTRICT
WATERWORKS REVENUE NOTE, SERIES 2015

No. 1

\$350,000

Maturity Date: December 2, 2025

Dated as of: December 2, 2015

KNOW ALL MEN BY THESE PRESENTS:

That the Henderson County Water District (the "Issuer"), a political subdivision of the Commonwealth of Kentucky, organized and existing pursuant to the laws of the Commonwealth of Kentucky, acknowledges itself to owe and for value received, hereby promises to pay to the order of

OLD NATIONAL BANK

the sum of

THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000)

and to pay principal and interest on said sum or the unpaid balance of advances made by the Bank (hereinafter defined) with interest on the unpaid principal balance at the Interest Rate (hereinafter defined), such payments to be in one hundred nineteen (119) equal monthly principal and interest installments of \$3,427.97, beginning January 2, 2016 and continuing through and including November 2, 2025, which are to be first applied to interest due hereon and the remainder to the outstanding unpaid principal, with the entire balance of principal and interest then due being payable on December 2, 2025, the Maturity Date set forth above. Interest shall be calculated on the actual number of days/an assumed 360 day year.

Payments on this Note are to be paid by check or by draft to the registered owner hereof, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at Old National Bank (the "Bank").

Advances may be made by the Bank, at the Bank's sole discretion, to the Issuer from time to time under this Note. Upon the disbursement of each such advance, the Bank shall record as part of its normal operations the making and amount of each such advance and repayment of amounts of principal made on this Notes. The aggregate amount of all advances made by the Bank, less the amounts of payment of principal made by the Issuer, shall be the principal amount outstanding under

this Note. The Bank's computer records shall be prima facie evidence of the unpaid amount of principal outstanding under this Note.

For the purpose of this Note the term "*Interest Rate*" shall mean a fixed rate of interest equal to 3.25% per annum.

This Note is one of a series of Henderson County Water District Waterworks Revenue Notes, Series 2015 (the "Notes") in the aggregate principal sum of Three Hundred Fifty Thousand Dollars (\$350,000), of like tenor and effect (except possibly as to numbering, maturities, interest rates, and provisions as to prior redemption), and this Note and the issue of which it forms a part, are issued under and secured by a Loan Agreement (the "Loan Agreement") dated as of December 2, 2015 executed by and between said Issuer and the Bank, executed counterparts of which are on file in the office of said Bank.

The Notes were authorized to be issued by the Issuer pursuant to Sections 74.280 through 74.310 of the Kentucky Revised Statutes and a duly adopted Resolution (the "Resolution"), which Resolution approved the execution of the Loan Agreement, for the purpose of defraying the cost of acquiring and installing new radio read meters (the "Project"), pursuant to and in full compliance with the laws of the Commonwealth of Kentucky.

The Notes do not constitute an indebtedness of the Issuer within the meaning of the Kentucky Constitution and are payable solely from and secured by a pledge of the revenues of the Issuer's waterworks system (the "System") after providing for the principal, interest and other requirements of the outstanding Prior Obligations and Prior Obligation Documentation (as such terms are defined in the Loan Agreement), and are issued without any preference, priority, or distinction whatsoever of the lien thereof in favor of any one or more of said Notes over any one or more of the others. Reference is hereby made to the Loan Agreement and the Resolution for a more particular description of the terms and conditions under which the Notes are issued, a more specific description of the Project, the revenues charged with and pledged for the payment of the Notes, the nature and extent of the security, the rights and duties of the Issuer, and the rights of the owners of the Notes with respect to such security, and for a statement of the manner, extent, conditions, and restrictions (a) under which the Loan Agreement may be modified, amended, and supplemented, (b) under which the lien of the Loan Agreement may be defeased as to these Notes prior to the maturity or redemption date thereof, and (c) under which upon the occurrence of an event of default, the System may be placed in receivership.

The Notes may be redeemed by the Issuer, at any time, prior to maturity, in whole or in part, without prepayment penalty.

In addition, the Notes are subject to mandatory redemption in whole, at any time, within one hundred eighty (180) days after the occurrence of a Determination of Taxability (as defined in the Loan Agreement), at a redemption price of one hundred percent (100%) of the aggregate principal amount of Notes outstanding plus accrued interest to the redemption date; provided however, that by the mutual agreement of the Issuer and the Bank, in lieu of the mandatory redemption of the

Notes the Interest Rate on the Notes would be subject to adjustment, by adjusting the added percentage to the Interest Rate, such that the Bank shall receive the same tax equivalent yield on the Notes as it was receiving prior to the Determination of Taxability.

All of the Notes as to which the Issuer 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. Notice of such redemption may be waived with the written consent of the owner of the Note called for redemption.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law, and the Issuer, so long as the Notes remain outstanding, shall perform all duties imposed upon it by the Loan Agreement.

IN WITNESS WHEREOF, the Henderson County Water District has caused this Note to be executed on its behalf with the duly authorized reproduced manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed, and attested by its Secretary, and this Note is to be dated as of the date set forth above.

HENDERSON COUNTY WATER DISTRICT

By _____
Chairman

Attest:

By _____
Secretary

(Seal of Issuer)

ARBITRAGE CERTIFICATE

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

1. In General. (a) The undersigned is the Chairman of the Henderson County Water District (the "Issuer").

(b) This Certificate is executed for the purpose of setting forth the facts and estimates upon which the Issuer bases its reasonable expectations as to future events, regarding the Henderson County Water District Waterworks Revenue Notes, Series 2015, dated December 2, 2015, in the aggregate principal amount of \$350,000 (the "Series 2015 Notes" or "Notes"), authorized pursuant to a Loan Agreement between the Issuer and Old National Bank, Evansville, Indiana (the "Bank"), dated as of December 2, 2015 (the "Loan Agreement"), approved by a resolution of the Issuer adopted on September 23, 2015, in order that the Series 2015 Notes are not "arbitrage bonds" under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code").

(c) The Issuer has not been notified of any listing or proposed listing of the Issuer by the Internal Revenue Service that the Issuer may not certify any of its notes.

(d) The undersigned is one of the officers of the Issuer responsible for issuing and delivering the Notes.

(e) To the best of the undersigned's knowledge, information and belief, the expectations contained in this Certificate are reasonable in connection with the financing the Project.

2. The Purpose of the Notes. The Notes are being issued for the purpose of providing funds for financing the cost of acquiring and installing new radio read meters for the Issuer (the "Project"). Upon the completion of the acquisition of the Project, the Project will be owned and operated by the Issuer.

3. Source and Disbursement of Funds. (a) Net Proceeds. The net amount available to the Issuer as a result of the sale of the Series 2015 Notes will be \$350,000 (the "Net Proceeds").

(b) Project Expenditures. The Net Proceeds of the Series 2015 Notes will be expended for the Project. It is anticipated that the 2015 Net Proceeds will be expended within two years of the date hereof.

4. The Notes. (a) The interest rate is fixed at 3.25% and therefore the yield on the Series 2015 Notes has been computed to be 3.2241%.

(b) The term yield, as used herein, means that yield which, when used in computing the present worth of all payments of principal and interest on an obligation, produces an amount equal to, in the case of the Notes, the amount actually received by the Issuer as a result of the sale of the Notes.

5. Sinking Fund. The Issuer acknowledges that amounts deposited in any sinking fund that may be used to pay the principal of and interest on the Notes of any other funds that will be so used which will be pledged to payment of the Notes under circumstances such that the holders of the Notes are reasonably assured such fund will be available for payment of debt service on the Notes will be a fund that is used primarily to achieve a proper matching of revenues and debt service within each note year. Money deposited in a sinking fund will be used within thirteen (13) months from the date of deposit for the payment of debt service on the outstanding Notes and, except for an amount equal to not more than the greater of (a) one-twelfth (1/12) of debt service requirements of the Notes for the then ensuing year or (b) one year's earnings on the sinking fund, the sinking fund will be depleted annually through such application for current debt service requirements of the Notes. Any income earned from the investment of amounts deposited in the sinking fund will be retained in the sinking fund and expended within one year from the date of receipt.

6. No Replacement. No portion of the amounts received from the sale of the Notes will be used as a substitute for other funds which were otherwise to be used to finance the Project or the Funding Requirements, and which have been or will be used to acquire, directly or indirectly, obligations producing a yield in excess of the yield on the Notes.

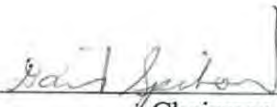
7. No Overissuance. Taking into account other available funds, the amount necessary to provide, or reimburse the Issuer, for payment of expenses of issuing and carrying the Notes and financing the Project, equals or exceeds the Net Proceeds of the Notes and income thereon.

8. No Other Obligations. No other governmental obligations have been or will be issued by the Issuer or any other entity (a) at substantially the same time as the Notes (b) pursuant to a plan of financing common with that of the Notes and (c) which either will be paid from substantially the same source of funds as the Notes or will have substantially the same claim to be paid from substantially the same source of funds as the Notes.

To the best of my knowledge and belief, there are no facts, estimates or circumstances other than those expressed herein that would materially affect the expectations herein expressed, and, to the best of my knowledge and belief, the Issuer's expectations are reasonable.

IN WITNESS WHEREOF, I have hereunto set my hand as of December 2, 2015.

HENDERSON COUNTY WATER DISTRICT

By  _____
Chairman

**UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
HENDERSON COUNTY WATER DISTRICT
WATERWORKS REVENUE NOTE, SERIES 2015**

No. 1

\$350,000

Maturity Date: December 2, 2025

Dated as of: December 2, 2015

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That the Henderson County Water District (the "Issuer"), a political subdivision of the Commonwealth of Kentucky, organized and existing pursuant to the laws of the Commonwealth of Kentucky, acknowledges itself to owe and for value received, hereby promises to pay to the order of

OLD NATIONAL BANK

the sum of

THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000)

and to pay principal and interest on said sum or the unpaid balance of advances made by the Bank (hereinafter defined) with interest on the unpaid principal balance at the Interest Rate (hereinafter defined), such payments to be in one hundred nineteen (119) equal monthly principal and interest installments of \$3,427.97, beginning January 2, 2016 and continuing through and including November 2, 2025, which are to be first applied to interest due hereon and the remainder to the outstanding unpaid principal, with the entire balance of principal and interest then due being payable on December 2, 2025, the Maturity Date set forth above. Interest shall be calculated on the actual number of days/an assumed 360 day year.

Payments on this Note are to be paid by check or by draft to the registered owner hereof, both principal and interest being payable, without deduction for exchange or collection charges, in lawful money of the United States of America, at Old National Bank (the "Bank").

Advances may be made by the Bank, at the Bank's sole discretion, to the Issuer from time to time under this Note. Upon the disbursement of each such advance, the Bank shall record as part of its normal operations the making and amount of each such advance and repayment of amounts of principal made on this Notes. The aggregate amount of all advances made by the Bank, less the amounts of payment of principal made by the Issuer, shall be the principal amount outstanding under this Note. The Bank's computer records shall be prima facie evidence of the unpaid amount of principal outstanding under this Note.

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This Note is one of a series of Henderson County Water District Waterworks Revenue Notes, Series 2015 (the "Notes") in the aggregate principal sum of Three Hundred Fifty Thousand Dollars (\$350,000), of like tenor and effect (except possibly as to numbering, maturities, interest rates, and provisions as to prior redemption), and this Note and the issue of which it forms a part, are issued under and secured by a Loan Agreement (the "Loan Agreement") dated as of December 2, 2015 executed by and between said Issuer and the Bank, executed counterparts of which are on file in the office of said Bank.

The Notes were authorized to be issued by the Issuer pursuant to Sections 74.280 through 74.310 of the Kentucky Revised Statutes and a duly adopted Resolution (the "Resolution"), which Resolution approved the execution of the Loan Agreement, for the purpose of defraying the cost of acquiring and installing new radio read meters (the "Project"), pursuant to and in full compliance with the laws of the Commonwealth of Kentucky.

The Notes do not constitute an indebtedness of the Issuer within the meaning of the Kentucky Constitution and are payable solely from and secured by a pledge of the revenues of the Issuer's waterworks system (the "System") after providing for the principal, interest and other requirements of the outstanding Prior Obligations and Prior Obligation Documentation (as such terms are defined in the Loan Agreement), and are issued without any preference, priority, or distinction whatsoever of the lien thereof in favor of any one or more of said Notes over any one or more of the others. Reference is hereby made to the Loan Agreement and the Resolution for a more particular description of the terms and conditions under which the Notes are issued, a more specific description of the Project, the revenues charged with and pledged for the payment of the Notes, the nature and extent of the security, the rights and duties of the Issuer, and the rights of the owners of the Notes with respect to such security, and for a statement of the manner, extent, conditions, and restrictions (a) under which the Loan Agreement may be modified, amended, and supplemented, (b) under which the lien of the Loan Agreement may be defeased as to these Notes prior to the maturity or redemption date thereof, and (c) under which upon the occurrence of an event of default, the System may be placed in receivership.

The Notes may be redeemed by the Issuer, at any time, prior to maturity, in whole or in part, without prepayment penalty.

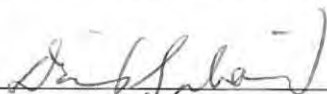
In addition, the Notes are subject to mandatory redemption in whole, at any time, within one hundred eighty (180) days after the occurrence of a Determination of Taxability (as defined in the Loan Agreement), at a redemption price of one hundred percent (100%) of the aggregate principal amount of Notes outstanding plus accrued interest to the redemption date; provided however, that by the mutual agreement of the Issuer and the Bank, in lieu of the mandatory redemption of the Notes the Interest Rate on the Notes would be subject to adjustment, by adjusting the added percentage to the Interest Rate, such that the Bank shall receive the same tax equivalent yield on the Notes as it was receiving prior to the Determination of Taxability.

All of the Notes as to which the Issuer 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. Notice of such redemption may be waived with the written consent of the owner of the Note called for redemption.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note, do exist, have happened and have been performed in due time, form and manner as required by law, and the Issuer, so long as the Notes remain outstanding, shall perform all duties imposed upon it by the Loan Agreement.

IN WITNESS WHEREOF, the Henderson County Water District has caused this Note to be executed on its behalf with the duly authorized reproduced manual or facsimile signature of its Chairman and its corporate seal to be hereunto affixed, and attested by its Secretary, and this Note is to be dated as of the date set forth above.

HENDERSON COUNTY WATER DISTRICT

By 
Chairman

Attest:

By 
Secretary

(Seal of Issuer)



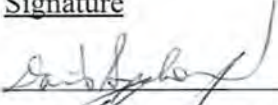
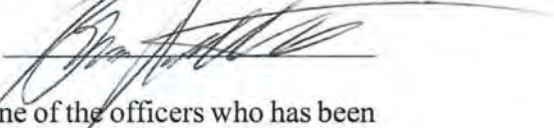
**CERTIFICATE OF SECRETARY
OF
HENDERSON COUNTY WATER DISTRICT**

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

I hereby certify that I am the duly elected, qualified and acting Secretary of the Henderson County Water District (the "District"), a political subdivision, and I further certify on behalf of said District that the following persons are now the duly appointed and qualified members of the District Board of Commissioners:

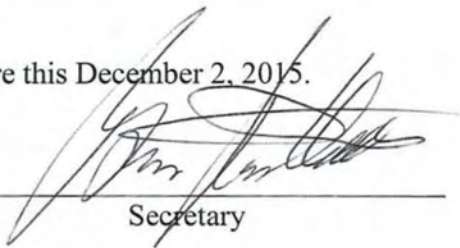
David Spainhoward
Brian Pritchett
Bobby Yates
Kenny Rideout
Mike Skaggs

I further certify on behalf of said District that the following persons are now the duly appointed and qualified officers of the District authorized to execute and deliver documents and certificates for the purpose of closing the above-referenced Notes, and to effect transactions contemplated by said documents and certificates and that the respective signature appearing opposite the name of each person is his or her genuine signature:

<u>Name</u>	<u>Office</u>	<u>Signature</u>
David Spainhoward	Chairman	
Brian Pritchett	Secretary	

I also certify that (i) I am an officer of the District; (ii) I am one of the officers who has been responsible for the minutes of the meetings of the District for those certain meetings held during the calendar years 2014 and 2015 at which resolutions were adopted relating to the above-captioned Notes pursuant to the Kentucky Revised Statutes; and (iii) the aforesaid meetings at which actions were taken in relation to said Notes were conducted in compliance with the applicable provisions of KRS 61.805 through 61.830, inclusive, said meetings having been (a) regular, (b) adjourned regular, (c) rescheduled regular, or (d) special, called meetings, concerning which all public media had notice under the terms of said statutes (if such notice had been requested by them under the terms of said statutes).

IN TESTIMONY WHEREOF, witness my signature this December 2, 2015.



Secretary

ISSUER CLOSING CERTIFICATE

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

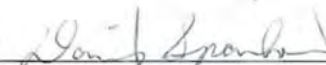
The undersigned do hereby certify that we are officers of the Henderson County Water District (the "Issuer"), and we further certify as follows:

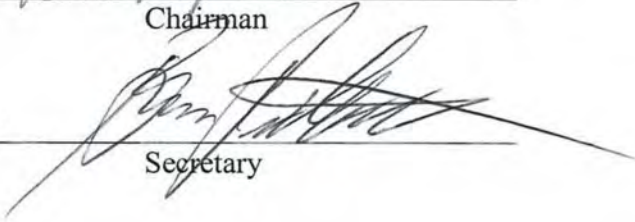
1. That the Henderson County Water District Waterworks Revenue Notes, Series 2015 (the "Notes"), in the principal amount of \$350,000 represents the entire authorized issue, bearing interest at the rate set forth in the Loan Agreement (the "Loan Agreement") by and between the Issuer and Old National Bank (the "Bank") dated as of December 2, 2015, which Loan Agreement was approved by a resolution (the "Resolution") adopted by the Board of Commissioners of the Issuer on September 23, 2015.
3. That the Notes are payable as to principal and interest at the main office of the Bank in Evansville, Indiana, subject to certain provisions set out in the documents identified below.
4. That the Notes were executed with the manual signatures of the undersigned Chairman and Secretary of the Issuer.
5. That the Notes were on this day by us lawfully issued, sold and delivered to the Bank and paid for by said Bank in accordance with the terms of the Bank's solicitation for the Notes approved by the Board of Commissioners of said Issuer, at the agreed sale price of \$350,000 respectively (100% of par).
6. That we are familiar with the provisions of the Loan Agreement, and we hereby certify that at the time of or immediately after the issuance, sale and delivery of the Notes, the proceeds of the Notes will be applied to acquire new radio read meters for the Issuer (the "Project").
7. That we are the officers of the Issuer authorized to execute and deliver documents and certifications and to effect other transactions in connection with the issuance of the Notes.
8. That to the best of our knowledge, the representations and warranties of the Issuer in the Loan Agreement are true and correct in all material respects as of the date of this Certificate, which is the same date as the date of delivery of the Notes.
9. That to the best of our knowledge, there is no litigation pending or threatened against the Issuer to restrain or enjoin the issuance or delivery of any of the Notes, the application of the proceeds thereof, or the payment, collection or application of moneys pursuant to the Loan Agreement, or in any way contesting or affecting any authority for, or the validity of the Notes, the Loan Agreement, the application of the proceeds of the Notes or the payment, collection or application of moneys or the pledge thereof pursuant to the Loan Agreement.

10. That none of the proceedings or authority for the issuance of the Notes has been repealed, revoked, rescinded, cancelled, modified, changed or altered in any manner since the enactment of the Resolution and the approval of the Loan Agreement.

IN TESTIMONY WHEREOF, witness our respective official signatures this December 2, 2015.

HENDERSON COUNTY WATER DISTRICT

By  _____
Chairman

By  _____
Secretary

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. MURPHY
W. RANDALL JONES
CHRISTIAN L. BUCKETT

December 2, 2015

Henderson County Water District
P.O. Box 655
Henderson, Kentucky 42419-0655

Old National Bank
One Main Street
Evansville, Indiana 47708

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

We have examined a transcript of the proceedings of the Henderson County Water District (the "Issuer"), in connection with the issuance of the above-styled notes (the "Series 2015 Notes"), in the original principal amount of \$350,000, issued in fully registered form, as to both principal and interest. The final maturity date of the Series 2015 Notes is December 2, 2025 and the Series 2015 Notes are subject to redemption, in whole or in part, at any time, at par.

Pursuant to a Loan Agreement (the "Loan Agreement") between the Issuer and Old National Bank (the "Bank"), dated as of December 2, 2015, the principal and interest on the Series 2015 Notes are payable at the principal office of the Bank to the respective registered owners thereof.

The Series 2015 Notes have been issued pursuant to a resolution adopted by the Issuer on September 23, 2015 (the "Resolution") in accordance Chapter 74 of the Kentucky Revised Statutes for the purpose of financing the cost of acquiring new radio read meters (the "Project") to be owned by the Issuer.

We have examined specimens of the Series 2015 Note, as issued and delivered and have further examined the proceedings in connection with the adoption of the Resolution and the authorization and execution of the Loan Agreement.

We are of the opinion that the Issuer is duly organized under the laws of the Commonwealth of Kentucky, and has the full power and authority to issue the Series 2015 Notes for the purposes stated in the Resolution and to enter into the Loan Agreement and to consummate the transactions contemplated thereunder, and that the Resolution, the Series 2015 Notes and the Loan Agreement have been duly authorized, executed and delivered by the Issuer.

From our examination of such printed Series 2015 Note specimen and the entire transcript of proceedings, we are of the opinion that (a) the Series 2015 Notes constitute valid and legally binding obligations and commitments of the Issuer, enforceable in accordance with their terms, secured by and payable from the revenues and payments to be derived under and pursuant to the Loan Agreement; (b) the Resolution and the Loan Agreement are valid and legally binding instruments and (c) the Issuer has become obligated and bound thereunder.

We are of the opinion that the Series 2015 Notes constitute an exempt security under Section 3(a)(2) of the Securities Act of 1933, as amended to this date, and under Section 3(a)(12) of the Securities Exchange Act of 1934, as amended to this date, and that under said Securities Act of 1933, the offer, sale and delivery of the Series 2015 Notes do not require registration of the Series 2015 Notes. It is our opinion that the Loan Agreement is exempt from registration under the Trust Indenture Act of 1939, as amended to this date.

The Internal Revenue Code of 1986, as amended (the "Code") imposes various restrictions and requirements on tax-exempt bonds, such as the Series 2015 Notes, which include the manner of issuance of bonds, the expenditure and investment of the proceeds of bonds and the use of bond-financed facilities.

The Issuer in the Loan Agreement has made certain representations, warranties and covenants, respectively, to restrict the use of the proceeds of the Series 2015 Notes in certain ways and to abide by certain guidelines which, if complied with, will insure that the interest on the Series 2015 Notes will not become includable in gross income for Federal income tax purposes. For the purpose of this opinion, we assume compliance with such covenants and the accuracy of such representations and warranties.

Based upon present Federal income tax statutes and regulations and published rulings of the Internal Revenue Service, it is our opinion that the receipt of interest on the Series 2015 Notes is and will be excludable from gross income for Federal income tax purposes.

Interest on the Series 2015 Notes is not an item of tax preference for purposes of the Federal alternative minimum tax imposed on individuals and corporations.

The Series 2015 Notes have been designated as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code and the Series 2015 Notes will not be required to be included by financial institutions in calculating the disallowance of the deduction for interest expense allocable to tax-exempt interest.

The exclusion of the interest on the Series 2015 Notes from gross income for Federal income tax purposes is subject to the following exceptions:

1. Property and casualty insurance companies are required for taxable years beginning after January 31, 1986, to reduce the amount of their deductible underwriting losses by 15% of the amount of tax-exempt interest received or accrued on obligations acquired after August 7, 1986, including the Series 2015 Notes. If the amount of this reduction exceeds the amount otherwise deductible as losses incurred, such excess may be includable in income.
2. Interest on the Series 2015 Notes will be included in the adjusted current earnings of certain corporations and such corporations will be required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporation's adjusted current earnings over its alternative minimum taxable income (determined without regard to this adjustment and prior to reduction for certain alternative tax net operating losses).
3. Interest on the Series 2015 Notes will be included in calculating the earnings and profits of the United States of America branch of a foreign corporation attributable to income which is effectively connected (or treated as effectively connected) with a United States of America trade or business for purposes of the branch profits tax imposed by the Code.
4. Recipients of certain social security and certain railroad retirement benefits, pursuant to Section 86 of the Code, are required to take into account in determining gross income, receipts or accruals of interest on the Series 2015 Notes.
5. Passive investment income, including interest on the Series 2015 Notes, may be subject to Federal income taxation under Section 1375 of the Code for a Subchapter S corporation that has Subchapter C corporation earnings and profits at the close of the taxable year if greater than 25% of the gross receipts of such Subchapter S corporation is passive investment income.

It is also our opinion that the receipt of interest on the Series 2015 Notes will be exempt from income taxation by the Commonwealth of Kentucky and that the Series 2015 Notes will be exempt from ad valorem taxation by the Commonwealth of Kentucky and all of its political subdivisions.

It is to be understood that the rights of the owners of the Series 2015 Notes and the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

OLD NATIONAL BANK
Evansville, Indiana

December 2, 2015

Henderson County Water District
P.O. Box 655
Henderson, Kentucky 42419-0665

Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

Ladies and Gentlemen:

Old National Bank, Evansville, Indiana (the "Bank") has agreed to purchase \$350,000 in aggregate principal amount of Henderson County Water District Waterworks Revenue Notes, Series 2015 (the "Notes") at a price of 100% of the principal amount thereof. In connection with that purchase, the Bank acknowledges and represents as follows:

1. The Bank is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated by the Securities and Exchange Commission under the Securities Act of 1933, as amended.
2. The Bank is able to bear the economic risk of such investment.
3. The Bank understands that the Notes are payable as to principal and interest solely from amounts pledged and assigned to payment thereof pursuant to the Loan Agreement (the "Loan Agreement"), dated as of December 2, 2015, between the Henderson County Water District (the "Issuer") and the Bank. The Bank understands that the Notes are special and limited obligations of the Issuer payable solely from and secured solely by the revenues, receipts and resources pledged, assigned or transferred to the payment and security of the Notes pursuant to the Loan Agreement.
4. The Bank has been furnished with and has had access to all necessary information that it desires in order to enable it to make an informed decision concerning an investment in the Notes.
5. The Bank understands that the Notes are not registered under the Securities Act of 1933, as amended, and are not being registered or otherwise qualified for sale under the "Blue Sky" laws and regulations of any state and will carry no rating from any rating service.
6. The Bank intends to purchase the Notes for its own account (and not on behalf of another) and is purchasing the Notes as a loan to be considered part of its loan portfolio; but it

RECEIPT

Re: Henderson County Water District Waterworks Revenue Notes, Series 2015, in the principal amount of \$350,000.

Mr. David Spainhoward
Chairman
Henderson County Water District
P.O. Box 655
Henderson, Kentucky 42419-0655

Dear Mr. Spainhoward:

As the purchaser of the above-styled Notes, we, Old National Bank, Evansville, Indiana, hereby acknowledge receipt from the Henderson County Water District (the "District") of said Series 2015 Notes in the principal amount of \$350,000 in accordance with the terms of the sale.

As the payment for such Series 2015 Notes, we have paid to the account of the District funds in the amount of \$350,000.

Dated this December 2, 2015.

Very truly yours,

OLD NATIONAL BANK

By


Market President

Information Return for Tax-Exempt Governmental Obligations

► Under Internal Revenue Code section 149(e)
 ► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Henderson County Water District		2 Issuer's employer identification number (EIN) 61-0666756
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) W. Randall Jones		3b Telephone number of other person shown on 3a 502 569-7525
4 Number and street (or P.O. box if mail is not delivered to street address) 450 South Third Street	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Louisville, Kentucky 40202		7 Date of issue December 2, 2015
8 Name of issue Henderson County Water District Waterworks Revenue Notes, Series 2015		9 CUSIP number N/A
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Mr. Pete Conrad, Manager		10b Telephone number of officer or other employee shown on 10a (270) 826-9802

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education		11
12 Health and hospital		12
13 Transportation		13
14 Public safety		14
15 Environment (including sewage bonds)		15
16 Housing		16
17 Utilities		17
18 Other. Describe ► <u>acquisition and installation of radio read meters</u>		18 350,000 00
19 If obligations are TANs or RANs, check only box 19a	<input type="checkbox"/>	
If obligations are BANs, check only box 19b	<input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box	<input type="checkbox"/>	

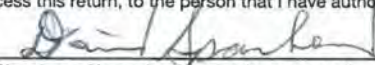
Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/02/2025	\$ 350,000	\$ 350,000	5.312 years	3.2241 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)					
22	Proceeds used for accrued interest				22
23	Issue price of entire issue (enter amount from line 21, column (b))				23 350,000 00
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)				29 00
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30 350,000 00

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded	_____ years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded	_____ years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY)	_____
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)	_____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input checked="" type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this 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 I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
	 Signature of issuer's authorized representative	12/2/15 Date	David Spainhoward, Chairman Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	W. Randall Jones				P01318052
	Firm's name ▶ Rubin & Hays	Firm's EIN ▶ 31-1488290		Firm's address ▶ 450 South Third Street, Louisville, Kentucky 40202	
				Phone no.	502 569-7525

STATEMENT

Invoice N20005327224

FROM 032 HENDERSON MAIN
301 SECOND STREET
HENDERSON, KY 42420

OLD NATIONAL BANK

301 SECOND STREET
● HENDERSON KY 42420

┌ HENDERSON COUNTY WATER DISTRICT ┐ 12-02-2015
655 S MAIN ST ┐ Date
HENDERSON, KY 42420-3988 ┐
└ L ┘ └ J ┘

PLEASE MAKE YOUR CHECK PAYABLE TO **OLD NATIONAL BANK** AND FORWARD TO THE ADDRESS ABOVE

DATE		BALANCE
12-02-2015	20005327224 903 - BBCC/TAX EXEMPT/BNK QUAL C06 X73 - Origination Fee	 375.00 375.00

Commercial Credit Application Acknowledgement

The undersigned (the "Applicant," whether one or more persons and/or entities, as borrowers or guarantors, separately and collectively) are applying for a loan(s) from Old National Bank ("Bank") in the amount of \$ 350,000.00 on 09/01/15.
Application Date

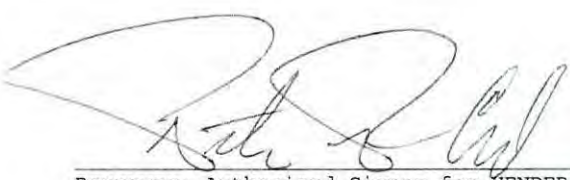
Applicant certifies that the information provided in the application is true and correct as of the date of this acknowledgement. Applicant understands that any intentional or negligent misrepresentation of the information contained in the application may result in civil liability and/or criminal penalties including but not limited to fine or imprisonment or both under the provisions of Title 18 United State Code, Section 1001, et seq. and liability for monetary damages to Old National, its agents, successors and assigns, insurers, and any other person who may suffer any loss due to reliance upon any misrepresentation I/we have made on the application. Applicant authorizes Bank to file financing statements under the Uniform Commercial Code prior to execution of loan documents as Bank deems necessary to perfect security interests in collateral. All persons signing below thereby consent to Bank obtaining of their consumer credit reports by Old National, either in connection with Bank's preliminary evaluation of Customer, or during any periodic review of Customer deemed necessary by Bank.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (THE "ACT") ACKNOWLEDGMENT AND CERTIFICATION. Restricted Transactions (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time) are prohibited from being processed through your Account or any other service offered or provided to you by us. In addition, we may refuse to process or block a transaction that we reasonably deem to be restricted by the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations, as may be amended from time to time. If you are a commercial customer (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time), you certify that you do not engage in an Internet gambling business.

In connection with your loan application, Old National may be soliciting, offering to sell, selling you an insurance product or annuity. Federal law requires Bank to provide you with the following disclosures.

Credit Disclosures – (1) Bank, as a condition of granting you a loan, cannot require that you purchase an insurance product or annuity from Old National or any of its affiliates. (2) Bank, as a condition of granting you a loan, cannot require your agreement not to obtain or prohibit you from obtaining an insurance product or annuity from an unaffiliated entity.

The Federal Equal Credit Opportunity Act (ECOA) prohibits discrimination against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the person has the capacity to contract), because of income derived from any public assistance program, or because of any rights exercised under the Consumer Credit Protection Act. However, information regarding ethnicity, race, and gender is requested by the federal government for certain types of loans related to a dwelling in order to monitor the lender's compliance with equal credit opportunity, fair housing, and home mortgage disclosure laws. You are not required to furnish this information, but you are encouraged to do so. You may select one or more designations for "Race". The law provides that a lender may not discriminate on the basis of this information, or on whether you choose to furnish it. However, if you choose not to furnish the information and you have made this application in person, under federal regulations the lender is required to note ethnicity, race, and gender on the basis of visual observation or surname.



12/3/15
Date

Borrower: Authorized Signer for HENDERSON COUNTY WATER DISTRICT

dag

Consumer/Commercial Authorization Agreement for Preauthorized Internal CBS Loan Payments

Customer Name Loan Number This is a request to:

Please provide payment information if adding changing or deleting.

Principal & Interest Payment Amount* Additional Principal Amount Estimated Monthly Insurance Premiums Frequency

Payment amount is subject to change due to increases and decreases in the escrow payment and/or principal and interest payment, if applicable.

Payment Date*

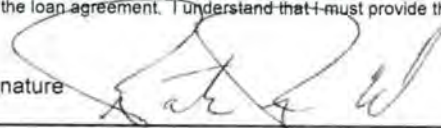
*Payment date should be on or before payment due date

Bank Account Information

Depository Bank Name City/State/Zip Transit/ABA #

Deposit Account Number Account Type* *If depository institution is **not** Old National Bank, please attach a voided check.

Authorization
I authorize Old National Bank, its authorized representatives and service providers ("Bank"), to initiate electronic withdrawals from my designated account to make monthly payments on my loan. I understand that this authorization in no way alters or lessens my obligation under my existing Loan contract regarding the amount of monthly payments, when payments are due, the assessment of late charges or the determination of delinquencies. I must maintain sufficient funds in my account for withdrawal of my monthly payment. I understand the electronic withdrawal amount will vary with changes in escrow or principal and interest components, if applicable. I understand that the Bank will not initiate an electronic payment for my final loan payment and that the Bank will bill me for the final loan payment, which I will be responsible for making directly to the Bank as provided in the loan agreement. I understand that I must provide the Bank notice of at least 5 days for any requests to modify, change or cancel my electronic payment.

Account Holder Signature  SSN/TIN

Account Holder Signature _____ SSN/TIN _____

Date Signed _____

For Internal Use Only

Date Associate Phone Number (xxx-xxx-xxxx)

REMITTER

LOAN PROCEEDS

**CASHIER'S CHECK
COMMERCIAL LENDING**

No. 047538

71-1/863

\$350,000.00

AMOUNT

12.02.15

DATE

PAY TO THE
ORDER OF

HENDERSON COUNTY WATER DISTRICT

350000 120215 047538



OLD NATIONAL BANK
MEMBER OLD NATIONAL BANCORP

DEBBIE GREENWELL, CLA

⑈047538⑈ ⑆086300012⑆ ⑈902000309⑈

THIS DOCUMENT HAS A COLORED BACKGROUND - NOT A WHITE BACKGROUND

Attachment #9

HCWD ✓

WATER REVENUE BONDS OF 2014

BOND AMOUNT:
ISSUE DATE:

\$1,695,000
2/7/14

PMT YEAR	PRINCIPAL BALNCE	INTEREST RATE	INTEREST 1-Jan	PRINCIPAL 1/1	INTEREST 1-Jul	TOTAL DEBT SERVICE
2014	1,695,000	3.7500	0	0	31,781	31,781
2015	1,695,000	3.7500	31,781	0	31,781	63,563
2016	1,695,000	3.7500	31,781	21,000	31,388	84,169
2017	1,674,000	3.7500	31,388	21,500	30,984	83,872
2018	1,652,500	3.7500	30,984	22,500	30,563	84,047
2019	1,630,000	3.7500	30,563	23,500	30,122	84,184
2020	1,606,500	3.7500	30,122	24,000	29,672	83,794
2021	1,582,500	3.7500	29,672 ✓	25,000 ✓	29,203	83,875
2022	1,557,500	3.7500	29,203	26,000	28,716	83,919
2023	1,531,500	3.7500	28,716	27,000	28,209	83,925
2024	1,504,500	3.7500	28,209	28,000	27,684	83,894
2025	1,476,500	3.7500	27,684	29,000	27,141	83,825
2026	1,447,500	3.7500	27,141	30,000	26,578	83,719
2027	1,417,500	3.7500	26,578	31,500	25,988	84,066
2028	1,386,000	3.7500	25,988	32,500	25,378	83,866
2029	1,353,500	3.7500	25,378	33,500	24,750	83,628
2030	1,320,000	3.7500	24,750	35,000	24,094	83,844
2031	1,285,000	3.7500	24,094	36,000	23,419	83,513
2032	1,249,000	3.7500	23,419	37,500	22,716	83,634
2033	1,211,500	3.7500	22,716	39,000	21,984	83,700
2034	1,172,500	3.7500	21,984	40,500	21,225	83,709
2035	1,132,000	3.7500	21,225	42,000	20,438	83,663
2036	1,090,000	3.7500	20,438	43,500	19,622	83,559
2037	1,046,500	3.7500	19,622	45,000	18,778	83,400
2038	1,001,500	3.7500	18,778	47,000	17,897	83,675
2039	954,500	3.7500	17,897	48,500	16,988	83,384
2040	906,000	3.7500	16,988	50,500	16,041	83,528
2041	855,500	3.7500	16,041	52,500	15,056	83,597
2042	803,000	3.7500	15,056	54,500	14,034	83,591
2043	748,500	3.7500	14,034	56,500	12,975	83,509
2044	692,000	3.7500	12,975	58,500	11,878	83,353
2045	633,500	3.7500	11,878	60,500	10,744	83,122
2046	573,000	3.7500	10,744	63,000	9,563	83,306
2047	510,000	3.7500	9,563	65,500	8,334	83,397
2048	444,500	3.7500	8,334	67,500	7,069	82,903
2049	377,000	3.7500	7,069	70,500	5,747	83,316
2050	306,500	3.7500	5,747	73,000	4,378	83,125
2051	233,500	3.7500	4,378	75,500	2,963	82,841
2052	158,000	3.7500	2,963	78,500	1,491	
2053	79,500	3.7500	1,491	79,500	0	
TOTAL BOND PAYMENTS:			787,369	1,695,000	787,369	3,105,794

Check 3,269,739.50

HCWD

WATER REVENUE BONDS OF
2014

BOND AMOUNT:
ISSUE DATE:

\$300,000
2/7/14

PMT YEAR	PRINCIPAL BALNCE	INTEREST RATE	INTEREST 1-Jan	PRINCIPAL 1/1	INTEREST 1-Jul	TOTAL DEBT SERVICE
2014	300,000	3.5000	0	0	5,250	5,250
2015	300,000	3.5000	5,250	0	5,250	10,500
2016	300,000	3.5000	5,250	4,000	5,180	14,430
2017	296,000	3.5000	5,180	4,000	5,110	14,290
2018	292,000	3.5000	5,110	4,000	5,040	14,150
2019	288,000	3.5000	5,040	4,500	4,961	14,501
2020	283,500	3.5000	4,961	4,500	4,883	14,344
2021	279,000	3.5000	4,883	4,500	4,804	14,186
2022	274,500	3.5000	4,804	5,000	4,716	14,520
2023	269,500	3.5000	4,716	5,000	4,629	14,345
2024	264,500	3.5000	4,629	5,000	4,541	14,170
2025	259,500	3.5000	4,541	5,500	4,445	14,486
2026	254,000	3.5000	4,445	5,500	4,349	14,294
2027	248,500	3.5000	4,349	5,500	4,253	14,101
2028	243,000	3.5000	4,253	6,000	4,148	14,400
2029	237,000	3.5000	4,148	6,000	4,043	14,190
2030	231,000	3.5000	4,043	6,500	3,929	14,471
2031	224,500	3.5000	3,929	6,500	3,815	14,244
2032	218,000	3.5000	3,815	7,000	3,693	14,508
2033	211,000	3.5000	3,693	7,000	3,570	14,263
2034	204,000	3.5000	3,570	7,500	3,439	14,509
2035	196,500	3.5000	3,439	7,500	3,308	14,246
2036	189,000	3.5000	3,308	8,000	3,168	14,475
2037	181,000	3.5000	3,168	8,000	3,028	14,195
2038	173,000	3.5000	3,028	8,500	2,879	14,406
2039	164,500	3.5000	2,879	8,500	2,730	14,109
2040	156,000	3.5000	2,730	9,000	2,573	14,303
2041	147,000	3.5000	2,573	9,500	2,406	14,479
2042	137,500	3.5000	2,406	9,500	2,240	14,146
2043	128,000	3.5000	2,240	10,000	2,065	14,305
2044	118,000	3.5000	2,065	10,500	1,881	14,446
2045	107,500	3.5000	1,881	10,500	1,698	14,079
2046	97,000	3.5000	1,698	11,000	1,505	14,203
2047	86,000	3.5000	1,505	11,500	1,304	14,309
2048	74,500	3.5000	1,304	12,000	1,094	14,398
2049	62,500	3.5000	1,094	12,000	884	13,978
2050	50,500	3.5000	884	12,500	665	14,049
2051	38,000	3.5000	665	13,000	438	14,103
2052	25,000	3.5000	438	13,500	201	14,139
2053	11,500	3.5000	201	11,500	0	11,701
TOTAL BOND PAYMENTS:			128,109	300,000	128,109	556,218

Check: 556,217.50

KENTUCKY RURAL WATER FINANCE CORPORATION FLEXIBLE TERM FINANCE PROGRAM SERIES 2016 B

Borrower: Henderson County Water District
 Closing Date: 05/12/16

Borrower Payment Schedule

Payment Date	Principal	Interest Rate	Interest	Trustee Fees	Total	Fiscal Total
07/01/16						
01/01/17	265,000.00	3.250%	57,087.92	450.00	322,537.92	
07/01/17			39,218.75		39,218.75	361,756.67
01/01/18	305,000.00	3.250%	39,218.75	450.00	344,668.75	
07/01/18			34,262.50		34,262.50	378,931.25
01/01/19	315,000.00	3.250%	34,262.50	450.00	349,712.50	
07/01/19			29,143.75		29,143.75	378,856.25
01/01/20	330,000.00	3.250%	29,143.75	450.00	359,593.75	
07/01/20			23,781.25		23,781.25	383,375.00
01/01/21	340,000.00	2.250%	23,781.25	450.00	364,231.25	
07/01/21			19,956.25		19,956.25	384,187.50
01/01/22	345,000.00	2.250%	19,956.25	450.00	365,406.25	
07/01/22			16,075.00		16,075.00	381,481.25
01/01/23	350,000.00	2.250%	16,075.00	450.00	366,525.00	
07/01/23			12,137.50		12,137.50	378,662.50
01/01/24	270,000.00	2.250%	12,137.50	450.00	282,587.50	
07/01/24			9,100.00		9,100.00	291,687.50
01/01/25	275,000.00	3.250%	9,100.00	450.00	284,550.00	
07/01/25			4,631.25		4,631.25	289,181.25
01/01/26	285,000.00	3.250%	4,631.25	450.00	290,081.25	
07/01/26						290,081.25
Totals	<u>3,080,000.00</u>		<u>433,700.42</u>	<u>4,500.00</u>	<u>3,518,200.42</u>	<u>3,518,200.42</u>

AMORTIZATION SCHEDULE

Principal \$350,000.00	Loan Date 12-01-2015 ^{12/2/15}	Maturity 12-02-2025	Loan No 20005327224	Call / Coll 221 / 00	Account 0000134586	Officer ***
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or it Any item above containing "****" has been omitted due to text length limitations.						

Borrower: HENDERSON COUNTY WATER DISTRICT
655 S MAIN ST
HENDERSON, KY 42420-3988

Lender: OLD NATIONAL BANK
032 HENDERSON MAIN
301 SECOND STREET
HENDERSON, KY 42420
(270) 831-6800

Disbursement Date: December 2, 2015
Interest Rate: 3.250

Repayment Schedule: Installment
Calculation Method: 365/360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	01-02-2016 ✓	3,427.97	979.51	2,448.46	347,551.54
2	02-02-2016 ✓	3,427.97	972.66	2,455.31	345,096.23
3	03-02-2016 ✓	3,427.97	903.48	2,524.49	342,571.74
4	04-02-2016 ✓	3,427.97	958.73	2,469.24	340,102.50
5	05-02-2016 ✓	3,427.97	921.11	2,506.86	337,595.64
6	06-02-2016 ✓	3,427.97	944.80	2,483.17	335,112.47
7	07-02-2016 ✓	3,427.97	907.60	2,520.37	332,592.10
8	08-02-2016 ✓	3,427.97	930.80	2,497.17	330,094.93
9	09-02-2016 ✓	3,427.97	923.81	2,504.16	327,590.77
10	10-02-2016 ✓	3,427.97	887.23	2,540.74	325,050.03
11	11-02-2016 ✓	3,427.97	909.69	2,518.28	322,531.75
12	12-02-2016 ✓	3,427.97	873.52	2,554.45	319,977.30
2016 TOTALS:		41,135.64	11,112.94	30,022.70	
13	01-02-2017	3,427.97	895.49	2,532.48	317,444.82
14	02-02-2017	3,427.97	888.40	2,539.57	314,905.25
15	03-02-2017	3,427.97	796.01	2,631.96	312,273.29
16	04-02-2017	3,427.97	873.93	2,554.04	309,719.25
17	05-02-2017	3,427.97	838.82	2,589.15	307,130.10
18	06-02-2017	3,427.97	859.54	2,568.43	304,561.67
19	07-02-2017	3,427.97	824.85	2,603.12	301,958.55
20	08-02-2017	3,427.97	845.06	2,582.91	299,375.64
21	09-02-2017	3,427.97	837.84	2,590.13	296,785.51
22	10-02-2017	3,427.97	803.79	2,624.18	294,161.33
23	11-02-2017	3,427.97	823.24	2,604.73	291,556.60
24	12-02-2017	3,427.97	789.63	2,638.34	288,918.26
2017 TOTALS:		41,135.64	10,076.60	31,059.04	
25	01-02-2018	3,427.97	808.57	2,619.40	286,298.86
26	02-02-2018	3,427.97	801.24	2,626.73	283,672.13
27	03-02-2018	3,427.97	717.06	2,710.91	280,961.22
28	04-02-2018	3,427.97	786.30	2,641.67	278,319.55
29	05-02-2018	3,427.97	753.78	2,674.19	275,645.36
30	06-02-2018	3,427.97	771.42	2,656.55	272,988.81
31	07-02-2018	3,427.97	739.34	2,688.63	270,300.18
32	08-02-2018	3,427.97	756.47	2,671.50	267,628.68
33	09-02-2018	3,427.97	748.99	2,678.98	264,949.70
34	10-02-2018	3,427.97	717.57	2,710.40	262,239.30
35	11-02-2018	3,427.97	733.91	2,694.06	259,545.24
36	12-02-2018	3,427.97	702.94	2,725.03	256,820.21
2018 TOTALS:		41,135.64	9,037.59	32,098.05	
37	01-02-2019	3,427.97	718.74	2,709.23	254,110.98
38	02-02-2019	3,427.97	711.16	2,716.81	251,394.17
39	03-02-2019	3,427.97	635.47	2,792.50	248,601.67
40	04-02-2019	3,427.97	695.74	2,732.23	245,869.44
41	05-02-2019	3,427.97	665.90	2,762.07	243,107.37
42	06-02-2019	3,427.97	680.36	2,747.61	240,359.76
43	07-02-2019	3,427.97	650.97	2,777.00	237,582.76
44	08-02-2019	3,427.97	664.90	2,763.07	234,819.69
45	09-02-2019	3,427.97	657.17	2,770.80	232,048.89
46	10-02-2019	3,427.97	628.47	2,799.50	229,249.39
47	11-02-2019	3,427.97	641.58	2,786.39	226,463.00
48	12-02-2019	3,427.97	613.34	2,814.63	223,648.37
2019 TOTALS:		41,135.64	7,963.80	33,171.84	
49	01-02-2020	3,427.97	625.90	2,802.07	220,846.30
50	02-02-2020	3,427.97	618.06	2,809.91	218,036.39
51	03-02-2020	3,427.97	570.83	2,857.14	215,179.25

AMORTIZATION SCHEDULE
(Continued)

Loan No: 20005327224

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52	04-02-2020	3,427.97	602.20	2,825.77	212,353.48
53	05-02-2020	3,427.97	575.12	2,852.85	209,500.63
54	06-02-2020	3,427.97	586.31	2,841.66	206,658.97
55	07-02-2020	3,427.97	559.70	2,868.27	203,790.70
56	08-02-2020	3,427.97	570.33	2,857.64	200,933.06
57	09-02-2020	3,427.97	562.33	2,865.64	198,067.42
58	10-02-2020	3,427.97	536.43	2,891.54	195,175.88
59	11-02-2020	3,427.97	546.22	2,881.75	192,294.13
60	12-02-2020	3,427.97	520.80	2,907.17	189,386.96
2020 TOTALS:		41,135.64	6,874.23	34,261.41	
61	01-02-2021	3,427.97	530.02	2,897.95	186,489.01
62	02-02-2021	3,427.97	521.91	2,906.06	183,582.95
63	03-02-2021	3,427.97	464.06	2,963.91	180,619.04
64	04-02-2021	3,427.97	505.48	2,922.49	177,696.55
65	05-02-2021	3,427.97	481.26	2,946.71	174,749.84
66	06-02-2021	3,427.97	489.06	2,938.91	171,810.93
67	07-02-2021	3,427.97	465.32	2,962.65	168,848.28
68	08-02-2021	3,427.97	472.54	2,955.43	165,892.85
69	09-02-2021	3,427.97	464.27	2,963.70	162,929.15
70	10-02-2021	3,427.97	441.27	2,986.70	159,942.45
71	11-02-2021	3,427.97	447.62	2,980.35	156,962.10
72	12-02-2021	3,427.97	425.11	3,002.86	153,959.24
2021 TOTALS:		41,135.64	5,707.92	35,427.72	
73	01-02-2022	3,427.97	430.87	2,997.10	150,962.14
74	02-02-2022	3,427.97	422.48	3,005.49	147,956.65
75	03-02-2022	3,427.97	374.00	3,053.97	144,902.68
76	04-02-2022	3,427.97	405.53	3,022.44	141,880.24
77	05-02-2022	3,427.97	384.26	3,043.71	138,836.53
78	06-02-2022	3,427.97	388.55	3,039.42	135,797.11
79	07-02-2022	3,427.97	367.78	3,060.19	132,736.92
80	08-02-2022	3,427.97	371.48	3,056.49	129,680.43
81	09-02-2022	3,427.97	362.93	3,065.04	126,615.39
82	10-02-2022	3,427.97	342.92	3,085.05	123,530.34
83	11-02-2022	3,427.97	345.71	3,082.26	120,448.08
84	12-02-2022	3,427.97	326.21	3,101.76	117,346.32
2022 TOTALS:		41,135.64	4,522.72	36,612.92	
85	01-02-2023	3,427.97	328.41	3,099.56	114,246.76
86	02-02-2023	3,427.97	319.73	3,108.24	111,138.52
87	03-02-2023	3,427.97	280.93	3,147.04	107,991.48
88	04-02-2023	3,427.97	302.23	3,125.74	104,865.74
89	05-02-2023	3,427.97	284.01	3,143.96	101,721.78
90	06-02-2023	3,427.97	284.68	3,143.29	98,578.49
91	07-02-2023	3,427.97	266.98	3,160.99	95,417.50
92	08-02-2023	3,427.97	267.04	3,160.93	92,256.57
93	09-02-2023	3,427.97	258.19	3,169.78	89,086.79
94	10-02-2023	3,427.97	241.28	3,186.69	85,900.10
95	11-02-2023	3,427.97	240.40	3,187.57	82,712.53
96	12-02-2023	3,427.97	224.01	3,203.96	79,508.57
2023 TOTALS:		41,135.64	3,297.89	37,837.75	
97	01-02-2024	3,427.97	222.51	3,205.46	76,303.11
98	02-02-2024	3,427.97	213.54	3,214.43	73,088.68
99	03-02-2024	3,427.97	191.35	3,236.62	69,852.06
100	04-02-2024	3,427.97	195.49	3,232.48	66,619.58
101	05-02-2024	3,427.97	180.43	3,247.54	63,372.04
102	06-02-2024	3,427.97	177.35	3,250.62	60,121.42
103	07-02-2024	3,427.97	162.83	3,265.14	56,856.28
104	08-02-2024	3,427.97	159.12	3,268.85	53,587.43
105	09-02-2024	3,427.97	149.97	3,278.00	50,309.43
106	10-02-2024	3,427.97	136.25	3,291.72	47,017.71
107	11-02-2024	3,427.97	131.58	3,296.39	43,721.32
108	12-02-2024	3,427.97	118.41	3,309.56	40,411.76
2024 TOTALS:		41,135.64	2,038.83	39,096.81	
109	01-02-2025	3,427.97	113.10	3,314.87	37,096.89
110	02-02-2025	3,427.97	103.82	3,324.15	33,772.74
111	03-02-2025	3,427.97	85.37	3,342.60	30,430.14
112	04-02-2025	3,427.97	85.16	3,342.81	27,087.33
113	05-02-2025	3,427.97	73.36	3,354.61	23,732.72
114	06-02-2025	3,427.97	66.42	3,361.55	20,371.17
115	07-02-2025	3,427.97	55.17	3,372.80	16,998.37
116	08-02-2025	3,427.97	47.57	3,380.40	13,617.97
117	09-02-2025	3,427.97	38.11	3,389.86	10,228.11

**AMORTIZATION SCHEDULE
(Continued)**

Loan No: 20005327224

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118	10-02-2025	3,427.97	27.70	3,400.27	6,827.84
119	11-02-2025	3,427.97	19.11	3,408.86	3,418.98
120	12-02-2025	3,427.97	8.99	3,418.98	0.00
2025 TOTALS:		41,135.64	723.88	40,411.76	

TOTALS:		411,356.40	61,356.40	350,000.00	
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NOTICE: This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

Attachment #10

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- 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."

BRUCE D. EBLEN
(Print Name)

Bruce D. Eblen
(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 Henderson

Subscribed and sworn to before me by Bruce D Eblen
(Name)

this 24th day of March, 2023.

Cristy Ann West
NOTARY PUBLIC
State-at-Large



**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

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

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

- 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."

Jonathan Eblen
(Print Name)


(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 Henderson

Subscribed and sworn to before me by Jonathan Eble
(Name)

this 27th day of March, 2023.

Shirley M. Hames
NOTARY PUBLIC
State-at-Large
ID# KYNP43426
exp. 01/24/26

**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 Henderson County Water District ("Utility") and related parties that exceed \$25.00 in value. For the purpose of this statement, "related party transactions" include, all transactions and payments in excess of \$25.00, except regular salary, wages and benefits, made directly to or on behalf of: 1) the Utility's current or former employees; 2) current or former members of the Utility's board of commissioners or board of directors; 3) persons who have a 10 percent or greater ownership interest in the Utility; 4) family members* of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or 5) a business enterprise in which any current or former Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or a family member of such person has an ownership interest.

Name of Related Party (Individual or Business)	Type of Service Provided By Related Party	Amount of Compensation

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

Kenny Riteout
(Print Name)

Kenny Riteout
(Signed)

Chairman
(Position/Office)

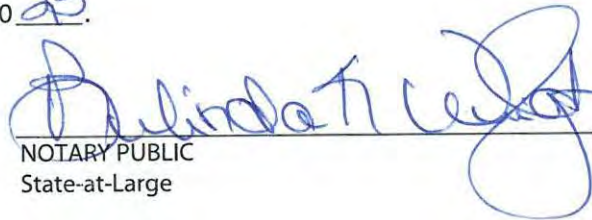
* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a 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 Webster

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

this 3rd day of April, 2023.


NOTARY PUBLIC
State-at-Large

Belinda K. Wright
NOTARY PUBLIC
Commonwealth of Kentucky
Commission Number KYNP34717
My Commission Expires 8/25/2025

Attachment #11

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

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

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

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

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

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

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

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

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

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

ADOPTED BY THE COMMISSION OF HENDERSON COUNTY WATER DISTRICT at a meeting held on March 22, 2023, signed by the Chairman, and attested by the Secretary.



CHAIRMAN

ATTEST:


SECRETARY

CERTIFICATION

I, Secretary of Henderson County Water District (the “District”), do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District at a meeting properly held on March 22, 2023, signed by the Chairman of the District, attested by me as Secretary, and now in full force and effect.

WITNESS my hand this 22nd day of March 2023.



SECRETARY

APPENDIX A

CURRENT AND PROPOSED RATES HENDERSON COUNTY WATER DISTRICT

Monthly Rates for Water		Current		Proposed		Difference	
5/8-Inch X 3/4-Inch Meter							
First	2,000 Gallons	\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Next	8,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
Next	20,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
1-Inch Meter							
First	5,000 Gallons	\$ 43.83	Minimum Bill	\$ 48.30	Minimum Bill	\$ 4.47	10.20%
Next	5,000 Gallons	\$ 0.00769	Per Gallon	\$ 0.00847	Per Gallon	\$ 0.00078	10.20%
Next	20,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
2-Inch Meter							
First	16,000 Gallons	\$ 125.24	Minimum Bill	\$ 138.01	Minimum Bill	\$ 12.77	10.20%
Next	14,000 Gallons	\$ 0.00716	Per Gallon	\$ 0.00789	Per Gallon	\$ 0.00073	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
3-Inch Meter							
First	30,000 Gallons	\$ 225.48	Minimum Bill	\$ 248.47	Minimum Bill	\$ 22.99	10.20%
All Over	30,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
4-Inch Meter							
First	50,000 Gallons	\$ 358.08	Minimum Bill	\$ 394.59	Minimum Bill	\$ 36.51	10.20%
All Over	50,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
6-Inch Meter							
First	100,000 Gallons	\$ 689.58	Minimum Bill	\$ 759.89	Minimum Bill	\$ 70.31	10.20%
All Over	100,000 Gallons	\$ 0.00663	Per Gallon	\$ 0.00731	Per Gallon	\$ 0.00068	10.20%
Volunteer Fire Department (Metered Services)		\$ 20.76	Minimum Bill	\$ 22.88	Minimum Bill	\$ 2.12	10.21%
Water Loss Surcharge		\$ -	Per Bill	\$ 1.30	Per Bill	\$ 1.30	100.00%