

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY

IN THE MATTER OF:

**ELECTRONIC APPLICATION OF THE BRACKEN)
COUNTY WATER DISTRICT TO ISSUE)
SECURITIES IN THE APPROXIMATE PRINCIPAL)
AMOUNT OF \$325,000 FOR THE PURPOSE OF) Case No. 2024-00058
REFINANCING CERTAIN OUTSTANDING)
OBLIGATIONS OF THE DISTRICT PURSUANT)
TO THE PROVISIONS OF KRS 278.300 AND)
807 KAR 5:001)**

**** *** **** ***** **** *** ****

APPLICATION

The Applicant, Bracken County Water District ("Bracken District"), files this electronic Application pursuant to KRS 278.300, 807 KAR 5:001, and all other applicable laws and regulations, and requests that the Kentucky Public Service Commission (the "Commission") enter an Order authorizing Bracken District to issue certain securities in the principal amount of \$325,000 (subject to adjustment of up to 10%) for the purpose of refinancing certain outstanding short term indebtedness of Bracken District. In support of this Application, and in compliance with the rules and regulations of the Commission, Bracken District states as follows:

1. Bracken District was established in accordance with the provisions of Chapter 74 of the Kentucky Revised Statutes pursuant to an Order of the County Judge/Executive of Bracken County, Kentucky which Order is on file in the County Court Order Books in the office of the Clerk of Bracken County, Kentucky. Bracken District is now, and has been since its inception, regulated by the Commission, and all records and proceedings of the Commission with reference to Bracken

District are incorporated in this Application by reference. Bracken District does not have any Articles of Incorporation due to the fact that it is a statutory entity.

2. The governing body of Bracken District is its Board of Commissioners which is a public body corporate, with power to make contracts in furtherance of its lawful and proper purpose as provided for in KRS 74.070 and all applicable law and regulations.

3. The mailing address and email address of Bracken District is as follows:

Bracken County Water District
c/o Ms. Jennah Otten, Office Manager
1324 Brooksville Germantown Road
Brooksville, Kentucky 41004
Phone: (606) 735-3513
Fax: (606) 735-3017
email address: jotten@brackencountywaterdistrict.com

4. A general description of Bracken District's system property, together with a statement of the original cost, is contained in Bracken District's Annual Report for 2022 which is on file with the Commission. The Annual Report is incorporated herein by reference.

5. Bracken District proposes to borrow funds from the Rural Water Financing Agency ("RWFA"), as successor to the Kentucky Rural Water Finance Corporation ("KRWFC"), through the RWFA Flexible Loan Program, in the principal amount of \$325,000 (subject to adjustment of 10%) ("RWFA Loan"), amortized over a 30 year term at interest rates to be determined, for the purpose of refinancing the outstanding KRWFC short term loan, dated December 8, 2021, in the original principal amount of \$301,000, bearing interest at the rate of 1.180% per annum, which short term loan matured on February 1, 2023 and was refinanced by a loan from RWFA at the same terms ("KRWFC Loan"), which KRWFC Loan is scheduled to mature on February 1, 2025.

6. The KRWFC Loan was issued pursuant to an Assistance Agreement dated April 20, 2022 by and between KRWFC and Bracken District, which Assistance Agreement was amended by an Amendment to Assistance Agreement by and between KRWFC and Bracken District, dated January 17, 2024. The Assistance Agreement and Amendment to Assistance Agreement are being filed electronically with this Application. The financial schedules relating to the original KRWFC Loan and amended KRWFC Loan are attached hereto as **Exhibit "B"**.

7. The Commission previously issued its Order dated February 2, 2022 in **Case No. 2021-00467** which (i) granted Bracken District a Certificate of Public Convenience and Necessity to construct a water system improvements project; and (ii) authorized Bracken District to issue securities in the principal amount of \$315,000, maturing over a 20 year period at interest rates that vary from 2.30 percent to 3.00 percent per annum. Such securities were being issued in the form of a permanent loan from KRWFC to fund construction of the project. The proposed loan from KRWFC was being funded from the proceeds of bonds to be issued by KRWFC. Such KRWFC Bonds were being issued on a pooled basis in order to provide funds for the Bracken District loan and a loan to another borrower. This was being done in order to take advantage of spreading the costs of issuance among several borrowers. The other borrower that was supposed to participate in the KRWFC bond pool withdrew thus leaving Bracken District to pay the entire costs of issuance. Bracken District decided that this was not economically feasible and did not issue the securities authorized in **Case No. 2021-00467**. Instead, Bracken District borrowed funds on a short term basis from KRWFC in hopes of participating in a future KRWFC Bond pool which would provide permanent funds to pay off the short term loan. Unfortunately, the pending KRWFC Bond pool that Bracken District will participate in will have increased interest rates due to current market conditions

and such interest rates will not meet the parameters of the Order in **Case No. 2021-00467** thus requiring Bracken District to file this Application.

8. The proposed RWFA Loan was approved pursuant to a Resolution of the Board of Directors of Bracken District duly adopted at its meeting held on February 21, 2024. A copy of the signed Board Resolution is attached hereto as **Exhibit "C"**. Detailed preliminary financial terms of the proposed RWFA Loan are attached hereto as **Exhibit "D"**.

9. The RWFC Loan proceeds will provide Bracken District with the funds necessary to refinance the KRWFC Loan on a permanent basis.

10. Bracken District represents that the RWFA Loan is in the public interest and is intended to refinance the KRWFC Loan which is due and payable on February 1, 2025.

11. The detailed Statements of Revenues, Expenses and Changes in Fund Net Position, Statements of Net Position, and Statements of Cash Flows for the twelve month periods ending on December 31, 2022 and 2021 are attached hereto and incorporated herein by reference as **Exhibit "E"** respectively.

12. Pursuant to 807 KAR 5:001, Section 12 - Financial Exhibit; Bracken District hereby responds as follows:

- (i) Section 12(1)(b): Bracken District states that it had less than \$5,000,000 in gross annual revenue in the immediate past calendar year and that no material changes to Bracken District's financial condition have occurred since the end of the twelve (12) month period contained in Bracken District's most recent annual report on file with the Commission.

- (ii) Section 12(2)(a), (b) and (c) Stock: Bracken District does not have any authorized, issued or outstanding stock as of the date hereof.
 - (iii) Section 12(2)(d) Mortgages: Bracken District does not have any outstanding mortgages as of the date hereof.
 - (iv) Section 12(2)(e), (f) and (g) Indebtedness: The information concerning the outstanding indebtedness of Bracken District is contained in the 2022 Annual Report on file with this Commission and the December 31, 2022 and 2021 Audit Report on file with this Commission.
 - (v) Section 12(2)(h) Dividends: Bracken District has no outstanding stock and therefore pays no dividends.
 - (vi) Section 12(2)(i) Financial Statements: See paragraph #11 above.
13. Pursuant to 807 KAR 5:001, Section 18, Bracken District hereby responds as follows:
- (i) Section 18(1)(a): Bracken District has complied with the requirements of 807 KAR 5:001, Section 14.
 - (ii) Section 18(1)(b): A general description of Bracken District's property, its field of operation and a statement of original cost of said property and the cost to Bracken District is contained in Bracken District's 2022 Annual Report on file with this Commission.
 - (iii) Section 18(1)(c): Bracken District is not issuing any stock as part of this financing. The information concerning the proposed RWFA Loan is contained in this Application and the Exhibits. The RWFA Loan will be

secured by and payable from the gross revenues of Bracken District's water system.

- (iv) Section 18(1)(d): The proceeds of the RWFA Loan are being used to refinance the outstanding KRWFC Loan.
- (v) Section 18(1)(e): No property is being acquired with the proceeds of the RWFA Loan.
- (vi) Section 18(1)(f): The details of the proposed refinancing are contained in this Application and the Exhibits hereto.
- (vii) Section 18(1)(g): Written notification of the proposed issuance of the RWFA Loan is being provided to the State Local Debt Officer (see **Exhibit "F"** attached hereto).
- (viii) Section 18(2)(a): See paragraph #12 above.
- (ix) Section 18(2)(b): Bracken District does not have any outstanding trust deeds or mortgages.
- (x) Section 18(2)(c): No property is being acquired with the proceeds of the RWFA Loan.

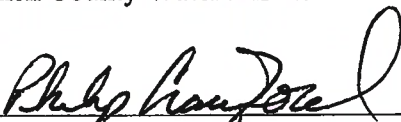
14. No rate adjustment is being requested in this Application.

WHEREFORE, Bracken District respectfully requests that the Commission take the following actions:

1. Authorize the issuance of the securities requested in the Application;
2. Process this Application without a formal hearing in order to save time and expense.

Bracken District will promptly respond to any information requests by the Commission's staff.

Bracken County Water District

By  _____

Philip Crawford, Chairman
1324 Brooksville Germantown Road
Brooksville, Kentucky 41004
Phone: (606) 735-3513
Fax: (606) 735-3017
email address:
jotten@brackencountywaterdistrict.com

Rubin & Hays

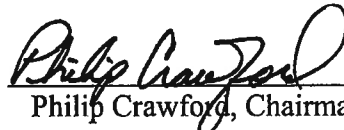
By  _____

W. Randall Jones
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7534
Email: wrjones@rubinhays.com
Counsel for Bracken County Water District

STATE OF KENTUCKY)
) SS
COUNTY OF BRACKEN)

The affiant, Philip Crawford, being first duly sworn, states: That he is the Chairman of the Bracken County Water District, the Applicant in this case; that he has read the foregoing Application and has noted the contents thereof; that the same are true of his own knowledge and belief, except as to matters which are herein stated to be based on information or belief, and that these matters, he believes to be true and correct.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on March 26, 2024.



Philip Crawford, Chairman

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Philip Crawford, Chairman of the Bracken County Water District on this March 26, 2024.

My Commission expires: December 28th, 2027.



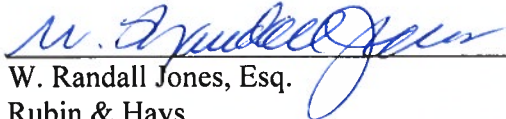
NOTARY PUBLIC

KYNP84042

NOTARY PUBLIC ID Number

CERTIFICATE OF SERVICE

The undersigned, in accordance with 807 KAR 5:001, Section 8, hereby certifies that the Bracken County Water District's electronic filing of the foregoing Application is a true and accurate copy of the same document being transmitted via electronic filing to the Kentucky Public Service Commission on April 4, 2024; that there are currently no parties that the Kentucky Public Service Commission has excused from participation by electronic means in this proceeding.



W. Randall Jones, Esq.
Rubin & Hays
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450 South Third Street
Louisville, Kentucky 40202
Phone: (502) 569-7534
Fax: (502) 569-7555
Email: wrjones@rubinhays.com
Counsel for Bracken County Water District

EXHIBIT A

KIA Assistance Agreement and Amendment

Electronically filed with the Application

EXHIBIT B

Financial Schedules on Original Loan and Renewal Loan

\$301,000

Bracken County Water District
Potential Loan through the
Kentucky Rural Water Finance Corporation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
11/15/2021	-	-	-	-	-
08/01/2022	-	-	2,525.72	2,525.72	-
12/31/2022	-	-	-	-	2,525.72
02/01/2023	301,000.00	1.180%	1,775.90	302,775.90	-
12/31/2023	-	-	-	-	302,775.90
Total	\$301,000.00	-	\$4,301.62	\$305,301.62	-

Yield Statistics

Bond Year Dollars	\$364.54
Average Life	1.211 Years
Average Coupon	1.1799988%
Net Interest Cost (NIC)	1.1799988%
True Interest Cost (TIC)	1.1791360%
Bond Yield for Arbitrage Purposes	1.1791360%
All Inclusive Cost (AIC)	1.4566723%

IRS Form 8038

Net Interest Cost	1.1799988%
Weighted Average Maturity	1.211 Years

\$301,000
Bracken County Water District
Renewal Loan through the
Rural Water Financing Agency/Kentucky Rural Water Finance Corporation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/08/2021	-	-	-	-	-
08/01/2022	-	-	2,298.80	2,298.80	-
12/31/2022	-	-	-	-	2,298.80
02/01/2023	-	-	1,775.90	1,775.90	-
08/01/2023	-	-	1,775.90	1,775.90	-
12/31/2023	-	-	-	-	3,551.80
02/01/2024	-	-	1,775.90	1,775.90	-
08/01/2024	-	-	1,775.90	1,775.90	-
12/31/2024	-	-	-	-	3,551.80
02/01/2025	301,000.00	1.180%	1,775.90	302,775.90	-
12/31/2025	-	-	-	-	302,775.90
Total	\$301,000.00	-	\$11,178.30	\$312,178.30	-

Yield Statistics

Bond Year Dollars.....	\$947.31
Average Life.....	3.147 Years
Average Coupon.....	1.1799996%
Net Interest Cost (NIC).....	1.1799996%
True Interest Cost (TIC).....	1.1797862%
Bond Yield for Arbitrage Purposes.....	1.1797862%
All Inclusive Cost (AIC).....	1.1797862%

IRS Form 8038

Net Interest Cost.....	1.1799996%
Weighted Average Maturity.....	3.147 Years

EXHIBIT C

Board Resolution

RESOLUTION

RESOLUTION OF THE BRACKEN COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AN AMENDMENT TO ASSISTANCE AGREEMENT WITH THE KENTUCKY RURAL WATER FINANCE CORPORATION TO AMEND A PRIOR LOAN OF THE DISTRICT

WHEREAS, the Board of Commissioners of the Bracken County Water District (the "District") has previously determined that it is in the public interest to amend the following loan in anticipation of the issuance of long-term bonds:

Loan in the amount of \$301,000, dated December 8, 2021, to the Bracken County Water District from the Kentucky Rural Water Finance Corporation Flexible Term Finance Program (the "Loan");

WHEREAS, the Loan was memorialized in an Assistance Agreement by and between the Kentucky Rural Water Finance Corporation (the "Corporation") and the District, dated December 8, 2021;

WHEREAS, the proceeds of the Loan were used to finance the cost of a new water supply line and appurtenances (the "Project") for the District's waterworks system (the "System"); and

WHEREAS, the District desires the Corporation to agree to extend the maturity date of the Loan to February 1, 2025, and in order to extend the maturity date of the Loan, the District is required to enter into an Amendment to Assistance Agreement with the Corporation;

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

1. Authorization of Amendment to Assistance Agreement and the Loan Thereunder. The District hereby authorizes and approves the issuance of an Amendment to Assistance Agreement extending the maturity of the Loan to February 1, 2025, in said terms as more fully provided for in the Amendment to Assistance Agreement. The Loan shall bear interest at such rates and shall be payable in such amounts and at such times as specified in the Amendment to Assistance Agreement and in the Assistance Agreement, all as agreed upon by the District and the Corporation.

2. Approval and Authorization of Execution of Amendment to Assistance Agreement. The Amendment to 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 Amendment to 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.

3. Revenues of the System. The revenues of the System are determined to be sufficient to pay the principal of and interest on the Loan, as the same become due and payable; and said revenues, pursuant to the terms of the Assistance Agreement as amended by the Amendment to Assistance Agreement, are hereby pledged to secure all such payments, and in addition, for such other purposes as are more fully specified in the Assistance Agreement and Amendment to 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, the Treasurer, the Secretary and all other appropriate officials of the District are hereby authorized and directed to file any and all applications necessary to obtain approval of the issuance of the Loan from the Kentucky Public Service Commission, if necessary, 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 Amendment to Assistance Agreement.

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

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

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

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

Adopted on January 17, 2024.

BRACKEN COUNTY WATER DISTRICT

By Philip Crawford
Chairman

Attest:

By Eddie Kr
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Bracken County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Commissioners of said District at a meeting duly held on January 17, 2024; that said official action appears as a matter of public record in the official records or Journal of said 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 January 17, 2024.



Secretary

AMENDMENT TO ASSISTANCE AGREEMENT

This Amendment to Assistance Agreement made and entered into as of January 17, 2024 (the "Amendment to Assistance Agreement") by and between the Kentucky Rural Water Finance Corporation, 1151 Old Porter Pike, Bowling Green, Kentucky 42103, 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 Bracken County Water District, 1324 Brooksville Germantown Road, Brooksville, Kentucky 41004 (the "Borrower"):

WITNESSETH

WHEREAS, the Board of Commissioners of the Bracken County Water District (the "District") has previously determined that it is in the public interest to amend the following loan in anticipation of the issuance of long-term bonds by the District:

Loan in the amount of \$301,000, dated December 8, 2021, to the Bracken County Water District from the Kentucky Rural Water Finance Corporation Flexible Term Finance Program (the "Loan");

WHEREAS, the Loan was memorialized in an Assistance Agreement by and between the Kentucky Rural Water Finance Corporation (the "Corporation") and the District, dated December 8, 2021 (the "Agreement");

WHEREAS, the proceeds of the Loan were used to finance the cost of a new water supply line and appurtenances (the "Project") for the District's waterworks system (the "System"); and

WHEREAS, the District desires the Corporation to agree to extend the maturity date of the Loan to February 1, 2025, and in order to extend the maturity date of the Loan, the District is required to enter into an Amendment to Assistance Agreement with the Corporation;

WHEREAS, it is deemed necessary and advisable and for the best interests of the Borrower that it enter into this Amendment to Assistance Agreement with the Issuer to extend the maturity date of the Loan to February 1, 2025; and

WHEREAS, the Issuer and the Borrower have determined to enter into this Amendment to Assistance Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the financing of the Project subject to the repayment of the Loan and the 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. Amendments to Assistance Agreement.

(a) The definition of “Loan” in Section 1 of the Assistance Agreement is hereby amended and restated in its entirety as follows:

“*Loan*” refers to the loan authorized by this Assistance Agreement from the Issuer to the Borrower, in the principal amount of \$301,000, maturing February 1, 2025, to defray the cost of the Project.

(b) The definition of “Loan Payment Date” in Section 1 of the Assistance Agreement is hereby amended and restated in its entirety as follows:

“*Loan Payment Date*” shall mean each February 1 and August 1, commencing August 1, 2022 and continuing through and including February 1, 2025 or until the Loan has been paid in full.

(c) **Exhibit A** to the Assistance Agreement is hereby amended and restated in its entirety as shown on Exhibit A attached hereto and incorporated herein by reference.

Section 2. Signatures of Officers.

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

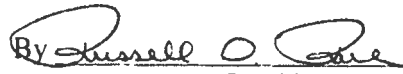
Section 3. Severability Clause.

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

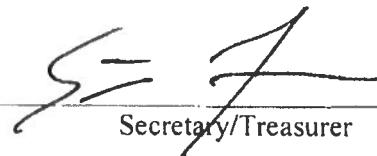
[Signature Page Follows]

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

KENTUCKY RURAL WATER FINANCE CORPORATION

By 
President

Attest:


Secretary/Treasurer

BRACKEN COUNTY WATER DISTRICT

By 
Chairman

Attest:


Secretary

EXHIBIT A

Debt Service Schedule

\$301,000
Bracken County Water District
Renewal Loan through the
Rural Water Financing Agency/Kentucky Rural Water Finance Corporation

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
12/08/2021	-	-	-	-	-
08/01/2022	-	-	2,298.80	2,298.80	-
12/31/2022	-	-	-	-	2,298.80
02/01/2023	-	-	1,775.90	1,775.90	-
08/01/2023	-	-	1,775.90	1,775.90	-
12/31/2023	-	-	-	-	3,551.80
02/01/2024	-	-	1,775.90	1,775.90	-
08/01/2024	-	-	1,775.90	1,775.90	-
12/31/2024	-	-	-	-	3,551.80
02/01/2025	301,000.00	1.180%	1,775.90	302,775.90	-
12/31/2025	-	-	-	-	302,775.90
Total	\$301,000.00	-	\$11,178.30	\$312,178.30	-

Yield Statistics

Bond Year Dollars.....	\$947.31
Average Life.....	3.147 Years
Average Coupon.....	1.1799996%
Net Interest Cost (NIC).....	1.1799996%
True Interest Cost (TIC).....	1.1797862%
Bond Yield for Arbitrage Purposes.....	1.1797862%
All Inclusive Cost (AIC).....	1.1797862%
IRS Form 8038	
Net Interest Cost.....	1.1799996%
Weighted Average Maturity.....	3.147 Years

**CERTIFICATE OF OFFICERS OF
BRACKEN COUNTY WATER DISTRICT**



Re: Loan in the amount of \$301,000, dated December 8, 2021, to the Bracken County Water District from the Kentucky Rural Water Finance Corporation Flexible Term Finance Program.

The undersigned officials of the Bracken County Water District (the "Borrower") under the Assistance Agreement (the "Agreement") and the Amendment to Assistance Agreement between the Borrower and the Kentucky Rural Water Finance Corporation ("KRWFC"), dated the date hereof, do hereby certify as follows:

1. That they are the duly elected or appointed, qualified and acting incumbents of their respective offices of the Borrower, as set forth after their signatures hereto, and as such are familiar with the books, records, and affairs of the Borrower.

2. That the Borrower is a body politic and corporate, validly organized, existing and in good standing under and by virtue of the laws of the Commonwealth of Kentucky with all requisite power and authority to operate a waterworks system (the "System") and to carry on its business as now being conducted.

3. That the below-named persons were on the date or dates of the execution of the Amendment to Assistance Agreement and are on the date of this Certificate the duly elected or appointed and qualified incumbents of the respective offices of the Borrower set forth opposite their names and that the signatures set forth opposite their names are their genuine signatures:

<u>Name</u>	<u>Title</u>	<u>Signature</u>
Phil Crawford	Chairman	 _____
Eddie Kern	Secretary	 _____

4. That included in the transcript of which this Certificate forms a part is a true, correct, and complete copy of the resolution duly adopted by the Governing Body of the Borrower on January 17, 2024 (the "Resolution"), authorizing the appropriate officials of the Borrower to execute the Amendment to Assistance Agreement. The Resolution was duly adopted in accordance with all applicable laws.

5. The Resolution duly authorized the Amendment to Assistance Agreement for the purpose of amending the Agreement to extend the maturity date of the Loan to February 1, 2025.

6. The Amendment to Assistance Agreement has been duly authorized, executed and delivered by the Borrower and constitutes a legal, valid, and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

7. The Borrower is not in default under or in violation of (i) any provisions of applicable law, (ii) the Agreement, or (iii) any indenture, mortgage, lien, agreement, contract, deed, lease, loan agreement, note, bond, order, judgment, decree or other instrument or restriction of any kind or character to which it is a party or by which it or its properties are or may be bound, or to which it or any of its assets is subject, which default would have a material adverse effect on the condition, financial or otherwise, of the Borrower or on the ability of the Borrower to perform its obligations under the Agreement. Neither the execution and delivery of the Agreement nor compliance by the Borrower with the terms, conditions and provisions of the Agreement will conflict with or result in a breach of, or constitute a default under, any of the foregoing.

8. Since the date of the financial information provided to KRWFC, there have not been any material adverse changes in the business, properties, condition (financial or otherwise) or results of operations of the Borrower, whether or not arising from transactions in the ordinary course of business, and since such date, except in the ordinary course of business, the Borrower has not entered into any transaction or incurred any liability material to the financial position of the Borrower.

9. There is no claim, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, or public board or body, pending or, to the best of our knowledge, threatened against or affecting the Borrower wherein an unfavorable decision, ruling or finding would materially adversely affect the business, properties, condition (financial or otherwise) or the results of operations of the Borrower or the ability of the Borrower to perform its obligations under the Agreement.

10. Any certificate signed by any official of the Borrower and delivered to KRWFC will be deemed to be a representation by the Borrower to KRWFC as to the statements made therein.

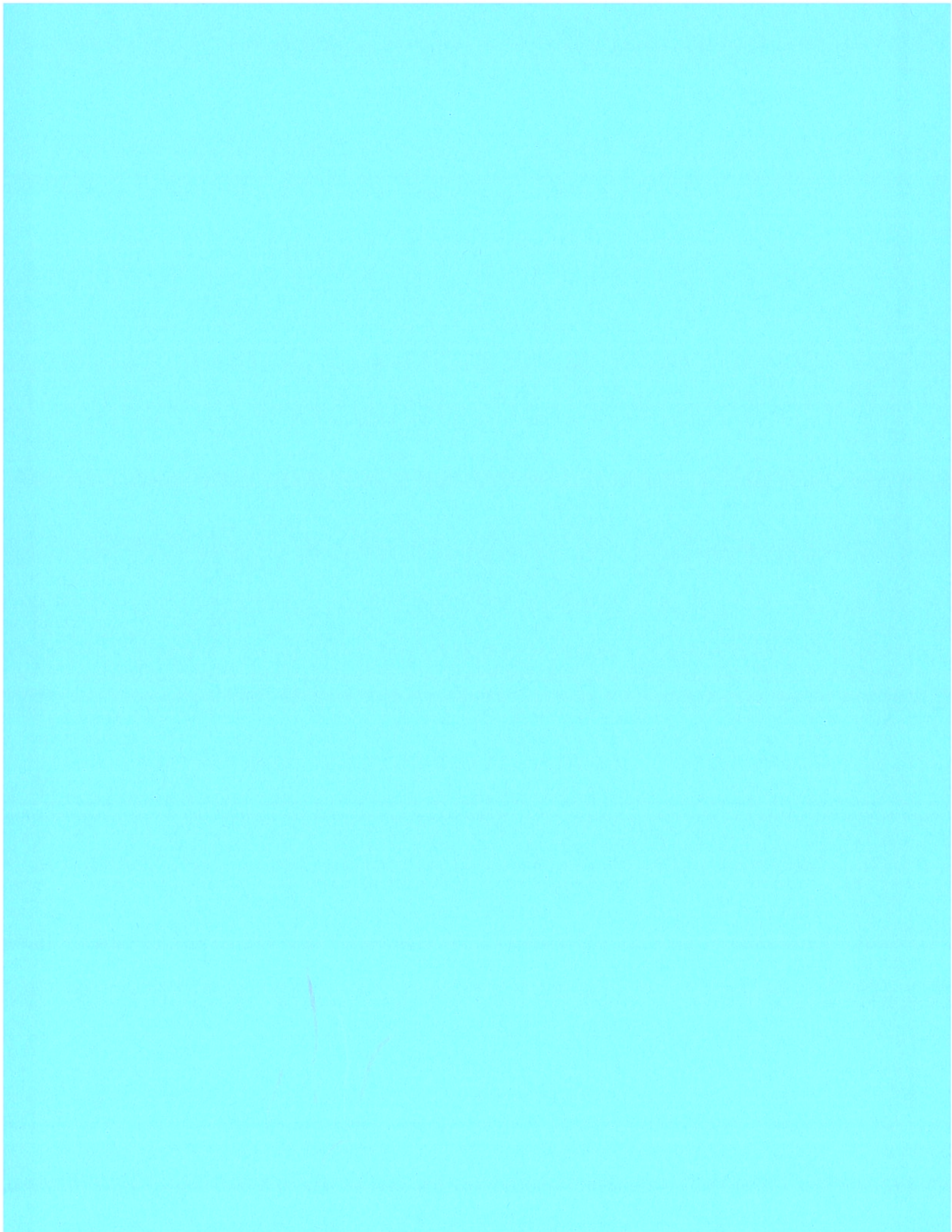
WITNESS our hands this January 17, 2024.

BRACKEN COUNTY WATER DISTRICT

By Philip Crawford
Chairman

Attest:

By Eddie K
Secretary



RESOLUTION

RESOLUTION OF THE BRACKEN COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT WITH THE RURAL WATER FINANCING AGENCY TO REFINANCE AND REFUND AN INTERIM LOAN

WHEREAS, the Board of Commissioners of the Bracken County Water District (the "District") has previously determined that it is in the public interest to refinance and currently refund the following interim financing in anticipation of the issuance of a long-term loan:

Loan in the amount of \$301,000, dated December 8, 2021, to the Bracken County Water District from the Kentucky Rural Water Finance Corporation Flexible Term Program, which matures on February 1, 2025 (the "Interim Loan");

WHEREAS, the proceeds of the Interim Loan were used to make extensions, additions, and improvements to the District's water system (the "System"); and

WHEREAS, the District desires the Rural Water Financing Agency (the "Agency") to act as its agency and instrumentality for the purpose of providing monies to finance the cost to refinance and currently refund the Interim Loan and has made an application to the Agency therefore; and

WHEREAS, in order to obtain such monies, the District is required to enter into an Assistance Agreement with the Agency;

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

1. Authorization of Assistance Agreement and the Loan Thereunder. To pay the cost, not otherwise provided, to refinance and refund the Interim Loan, the District hereby authorizes and approves the issuance of its long-term loan pursuant to the Assistance Agreement in the maximum principal amount of **\$325,000** (subject to adjustment upward by 10% or downward by any amount) [the "Loan"], which amount, as adjusted, shall be the maximum principal amount of such Loan to be outstanding at any one time under the Assistance Agreement, issued as a fully-registered Loan, in said maturities and terms as more fully provided for in the Assistance Agreement. The Loan will bear interest at such rates and shall be payable in such amounts and at such times as specified in the Assistance Agreement, all as agreed upon by the District and the Agency.

2. Approval and Authorization of Execution of Assistance Agreement. The Assistance Agreement by and between the District and the Agency 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 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. The 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 Loan. The District's officers, employees, and agents are authorized to carry out the procedures specified in the Assistance Agreement for the refinancing and refunding of the Interim 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 Loan, as the same become due and payable; and said revenues, pursuant to the terms of the Assistance Agreement, are hereby pledged to secure all such payments, and in addition, for such other purposes as are more fully specified in the Assistance Agreement.

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

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

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

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

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

[Signature Page Follows]

Adopted on February 21, 2024.

BRACKEN COUNTY WATER DISTRICT

By Philip Crawford
Chairman

Attest:

By Eddie K
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Bracken County Water District; that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of Commissioners of the Bracken County Water District at a special meeting duly held on February 21, 2024; 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 February 21, 2024.

Eddie K
Secretary

EXHIBIT D

Preliminary Numbers on Financing

\$325,000

*Bracken County Water District
Loan through the Rural Water Financing Agency
Thirty year term*

Sources & Uses

Dated 04/25/2024 | Delivered 04/25/2024

Sources Of Funds

Par Amount of Bonds.....	\$325,000.00
Reoffering Premium.....	1,728.40
Total Sources.....	\$326,728.40

Uses Of Funds

Total Underwriter's Discount (1.550%).....	5,037.50
Costs of Issuance.....	16,887.50
Deposit to Project Construction Fund.....	301,000.00
Rounding Amount.....	3,803.40
Total Uses.....	\$326,728.40

Raymond James
Public Finance

\$325,000
Bracken County Water District
Loan through the Rural Water Financing Agency
Thirty year term

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
04/25/2024	-	-	-	-	-
02/01/2025	-	-	10,842.58	10,842.58	-
08/01/2025	-	-	7,071.25	7,071.25	-
12/31/2025	-	-	-	-	17,913.83
02/01/2026	5,000.00	4.500%	7,071.25	12,071.25	-
08/01/2026	-	-	6,958.75	6,958.75	-
12/31/2026	-	-	-	-	19,030.00
02/01/2027	5,000.00	4.500%	6,958.75	11,958.75	-
08/01/2027	-	-	6,846.25	6,846.25	-
12/31/2027	-	-	-	-	18,805.00
02/01/2028	5,000.00	4.500%	6,846.25	11,846.25	-
08/01/2028	-	-	6,733.75	6,733.75	-
12/31/2028	-	-	-	-	18,580.00
02/01/2029	5,000.00	4.500%	6,733.75	11,733.75	-
08/01/2029	-	-	6,621.25	6,621.25	-
12/31/2029	-	-	-	-	18,355.00
02/01/2030	5,000.00	4.500%	6,621.25	11,621.25	-
08/01/2030	-	-	6,508.75	6,508.75	-
12/31/2030	-	-	-	-	18,130.00
02/01/2031	5,000.00	4.000%	6,508.75	11,508.75	-
08/01/2031	-	-	6,408.75	6,408.75	-
12/31/2031	-	-	-	-	17,917.50
02/01/2032	10,000.00	4.500%	6,408.75	16,408.75	-
08/01/2032	-	-	6,183.75	6,183.75	-
12/31/2032	-	-	-	-	22,592.50
02/01/2033	10,000.00	4.500%	6,183.75	16,183.75	-
08/01/2033	-	-	5,958.75	5,958.75	-
12/31/2033	-	-	-	-	22,142.50
02/01/2034	10,000.00	4.500%	5,958.75	15,958.75	-
08/01/2034	-	-	5,733.75	5,733.75	-
12/31/2034	-	-	-	-	21,692.50
02/01/2035	10,000.00	4.500%	5,733.75	15,733.75	-
08/01/2035	-	-	5,508.75	5,508.75	-
12/31/2035	-	-	-	-	21,242.50
02/01/2036	10,000.00	4.000%	5,508.75	15,508.75	-
08/01/2036	-	-	5,308.75	5,308.75	-
12/31/2036	-	-	-	-	20,817.50
02/01/2037	10,000.00	4.000%	5,308.75	15,308.75	-
08/01/2037	-	-	5,108.75	5,108.75	-
12/31/2037	-	-	-	-	20,417.50
02/01/2038	10,000.00	4.000%	5,108.75	15,108.75	-
08/01/2038	-	-	4,908.75	4,908.75	-
12/31/2038	-	-	-	-	20,017.50
02/01/2039	10,000.00	4.000%	4,908.75	14,908.75	-
08/01/2039	-	-	4,708.75	4,708.75	-
12/31/2039	-	-	-	-	19,617.50
02/01/2040	10,000.00	4.000%	4,708.75	14,708.75	-
08/01/2040	-	-	4,508.75	4,508.75	-
12/31/2040	-	-	-	-	19,217.50
02/01/2041	10,000.00	4.000%	4,508.75	14,508.75	-
08/01/2041	-	-	4,308.75	4,308.75	-
12/31/2041	-	-	-	-	18,817.50
02/01/2042	10,000.00	4.100%	4,308.75	14,308.75	-
08/01/2042	-	-	4,103.75	4,103.75	-
12/31/2042	-	-	-	-	18,412.50
02/01/2043	10,000.00	4.150%	4,103.75	14,103.75	-
08/01/2043	-	-	3,896.25	3,896.25	-
12/31/2043	-	-	-	-	18,000.00
02/01/2044	10,000.00	4.200%	3,896.25	13,896.25	-

08/01/2044	-	-	3,686.25	3,686.25	-
12/31/2044	-	-	-	-	17,582.50
02/01/2045	15,000.00	4.250%	3,686.25	18,686.25	-
08/01/2045	-	-	3,367.50	3,367.50	-
12/31/2045	-	-	-	-	22,053.75
02/01/2046	15,000.00	4.350%	3,367.50	18,367.50	-
08/01/2046	-	-	3,041.25	3,041.25	-
12/31/2046	-	-	-	-	21,408.75
02/01/2047	15,000.00	4.400%	3,041.25	18,041.25	-
08/01/2047	-	-	2,711.25	2,711.25	-
12/31/2047	-	-	-	-	20,752.50
02/01/2048	15,000.00	4.450%	2,711.25	17,711.25	-
08/01/2048	-	-	2,377.50	2,377.50	-
12/31/2048	-	-	-	-	20,088.75
02/01/2049	15,000.00	4.500%	2,377.50	17,377.50	-
08/01/2049	-	-	2,040.00	2,040.00	-
12/31/2049	-	-	-	-	19,417.50
02/01/2050	15,000.00	4.500%	2,040.00	17,040.00	-
08/01/2050	-	-	1,702.50	1,702.50	-
12/31/2050	-	-	-	-	18,742.50
02/01/2051	15,000.00	4.500%	1,702.50	16,702.50	-
08/01/2051	-	-	1,365.00	1,365.00	-
12/31/2051	-	-	-	-	18,067.50
02/01/2052	20,000.00	4.550%	1,365.00	21,365.00	-
08/01/2052	-	-	910.00	910.00	-
12/31/2052	-	-	-	-	22,275.00
02/01/2053	20,000.00	4.550%	910.00	20,910.00	-
08/01/2053	-	-	455.00	455.00	-
12/31/2053	-	-	-	-	21,365.00
02/01/2054	20,000.00	4.550%	455.00	20,455.00	-
12/31/2054	-	-	-	-	20,455.00
Total	\$325,000.00	-	\$268,927.58	\$593,927.58	-

Yield Statistics

Bond Year Dollars.....	\$6,139.17
Average Life.....	18.890 Years
Average Coupon.....	4.3805225%
Net Interest Cost (NIC).....	4.4344240%
True Interest Cost (TIC).....	4.4487132%
Bond Yield for Arbitrage Purposes.....	4.3209574%
All Inclusive Cost (AIC).....	5.0078496%

IRS Form 8038

Net Interest Cost.....	4.3787231%
Weighted Average Maturity.....	18.677 Years

Bracken Co WD 30 year PSC | SINGLE PURPOSE | 2/13/2024 | 2:36 PM

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Public Finance

\$325,000
Bracken County Water District
Loan through the Rural Water Financing Agency
Thirty year term

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Trustee	Net New D/S
12/31/2024	-	-	-	-	-	-
12/31/2025	-	-	17,913.83	17,913.83	250.00	18,163.83
12/31/2026	5,000.00	4.500%	14,030.00	19,030.00	250.00	19,280.00
12/31/2027	5,000.00	4.500%	13,805.00	18,805.00	250.00	19,055.00
12/31/2028	5,000.00	4.500%	13,580.00	18,580.00	250.00	18,830.00
12/31/2029	5,000.00	4.500%	13,355.00	18,355.00	250.00	18,605.00
12/31/2030	5,000.00	4.500%	13,130.00	18,130.00	250.00	18,380.00
12/31/2031	5,000.00	4.000%	12,917.50	17,917.50	250.00	18,167.50
12/31/2032	10,000.00	4.500%	12,592.50	22,592.50	250.00	22,842.50
12/31/2033	10,000.00	4.500%	12,142.50	22,142.50	250.00	22,392.50
12/31/2034	10,000.00	4.500%	11,692.50	21,692.50	250.00	21,942.50
12/31/2035	10,000.00	4.500%	11,242.50	21,242.50	250.00	21,492.50
12/31/2036	10,000.00	4.000%	10,817.50	20,817.50	250.00	21,067.50
12/31/2037	10,000.00	4.000%	10,417.50	20,417.50	250.00	20,667.50
12/31/2038	10,000.00	4.000%	10,017.50	20,017.50	250.00	20,267.50
12/31/2039	10,000.00	4.000%	9,617.50	19,617.50	250.00	19,867.50
12/31/2040	10,000.00	4.000%	9,217.50	19,217.50	250.00	19,467.50
12/31/2041	10,000.00	4.000%	8,817.50	18,817.50	250.00	19,067.50
12/31/2042	10,000.00	4.100%	8,412.50	18,412.50	250.00	18,662.50
12/31/2043	10,000.00	4.150%	8,000.00	18,000.00	250.00	18,250.00
12/31/2044	10,000.00	4.200%	7,582.50	17,582.50	250.00	17,832.50
12/31/2045	15,000.00	4.250%	7,053.75	22,053.75	250.00	22,303.75
12/31/2046	15,000.00	4.350%	6,408.75	21,408.75	250.00	21,658.75
12/31/2047	15,000.00	4.400%	5,752.50	20,752.50	250.00	21,002.50
12/31/2048	15,000.00	4.450%	5,088.75	20,088.75	250.00	20,338.75
12/31/2049	15,000.00	4.500%	4,417.50	19,417.50	250.00	19,667.50
12/31/2050	15,000.00	4.500%	3,742.50	18,742.50	250.00	18,992.50
12/31/2051	15,000.00	4.500%	3,067.50	18,067.50	250.00	18,317.50
12/31/2052	20,000.00	4.550%	2,275.00	22,275.00	250.00	22,525.00
12/31/2053	20,000.00	4.550%	1,365.00	21,365.00	250.00	21,615.00
12/31/2054	20,000.00	4.550%	455.00	20,455.00	250.00	20,705.00
Total	\$325,000.00	-	\$268,927.58	\$593,927.58	\$7,500.00	\$601,427.58

\$325,000
Bracken County Water District
Loan through the Rural Water Financing Agency
Thirty year term

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2026	Serial Coupon	4.500%	3.250%	5,000.00	102.124%	5,106.20
02/01/2027	Serial Coupon	4.500%	3.340%	5,000.00	103.036%	5,151.80
02/01/2028	Serial Coupon	4.500%	3.290%	5,000.00	104.249%	5,212.45
02/01/2029	Serial Coupon	4.500%	3.240%	5,000.00	105.519%	5,275.95
02/01/2030	Serial Coupon	4.500%	3.240%	5,000.00	106.574%	5,328.70
02/01/2031	Serial Coupon	4.000%	3.380%	5,000.00	103.718%	5,185.90
02/01/2032	Serial Coupon	4.500%	3.410%	10,000.00	107.377%	10,737.70
02/01/2033	Serial Coupon	4.500%	3.410%	10,000.00	108.195%	10,819.50
02/01/2034	Serial Coupon	4.500%	3.400%	10,000.00	109.072%	10,907.20
02/01/2035	Serial Coupon	4.500%	3.590%	10,000.00	108.062%	10,806.20
02/01/2036	Serial Coupon	4.000%	3.680%	10,000.00	103.029%	10,302.90
02/01/2037	Serial Coupon	4.000%	3.790%	10,000.00	102.105%	10,210.50
02/01/2038	Serial Coupon	4.000%	3.920%	10,000.00	100.840%	10,084.00
02/01/2039	Serial Coupon	4.000%	4.000%	10,000.00	100.000%	10,000.00
02/01/2040	Serial Coupon	4.000%	4.090%	10,000.00	98.956%	9,895.60
02/01/2041	Serial Coupon	4.000%	4.150%	10,000.00	98.195%	9,819.50
02/01/2042	Serial Coupon	4.100%	4.220%	10,000.00	98.505%	9,850.50
02/01/2043	Serial Coupon	4.150%	4.280%	10,000.00	98.329%	9,832.90
02/01/2044	Serial Coupon	4.200%	4.340%	10,000.00	98.149%	9,814.90
02/01/2045	Serial Coupon	4.250%	4.390%	15,000.00	98.099%	14,714.85
02/01/2046	Serial Coupon	4.350%	4.440%	15,000.00	98.746%	14,811.90
02/01/2047	Serial Coupon	4.400%	4.520%	15,000.00	98.298%	14,744.70
02/01/2048	Serial Coupon	4.450%	4.550%	15,000.00	98.550%	14,782.50
02/01/2049	Serial Coupon	4.500%	4.620%	15,000.00	98.234%	14,735.10
02/01/2050	Serial Coupon	4.500%	4.620%	15,000.00	98.196%	14,729.40
02/01/2051	Serial Coupon	4.500%	4.620%	15,000.00	98.161%	14,724.15
02/01/2052	Serial Coupon	4.550%	4.640%	20,000.00	98.596%	19,719.20
02/01/2053	Serial Coupon	4.550%	4.640%	20,000.00	98.572%	19,714.40
02/01/2054	Serial Coupon	4.550%	4.640%	20,000.00	98.549%	19,709.80
Total	-	-	-	\$325,000.00	-	\$326,728.40

Bid Information

Par Amount of Bonds.....	\$325,000.00
Reoffering Premium or (Discount).....	1,728.40
Gross Production.....	\$326,728.40
Total Underwriter's Discount (1.550%).....	\$(5,037.50)
Bid (98.982%).....	321,690.90
Total Purchase Price.....	\$321,690.90
Bond Year Dollars.....	\$6,139.17
Average Life.....	18.890 Years
Average Coupon.....	4.3805225%
Net Interest Cost (NIC).....	4.4344240%
True Interest Cost (TIC).....	4.4487132%

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Raymond James
Public Finance

EXHIBIT E

Financial Statements

**BRACKEN COUNTY WATER DISTRICT
STATEMENTS OF NET POSITION
PROPRIETARY FUND
DECEMBER 31, 2022 AND 2021**

	2022	2021
ASSETS		
Current Assets:		
Cash and cash equivalents - unrestricted	\$ 858,472	\$ 1,156,184
Certificate of deposit	263,105	-
Unbilled revenue	119,663	97,125
Accounts receivable (net of allowance for doubtful accounts of \$18,989 and \$11,210, respectively)	170,940	144,526
Inventory	106,384	58,426
Prepaid insurance	17,267	15,941
Total current assets	1,535,831	1,472,202
Noncurrent Assets:		
Restricted Assets:		
Cash and cash equivalents – restricted	250,738	311,469
KRWFC sinking fund	296,006	299,074
Capital Assets:		
Non-depreciable	17,990	1,017,788
Depreciable, net of accumulated depreciation	16,426,531	15,358,251
Total noncurrent assets	16,991,265	16,986,582
Total assets	\$ 18,527,096	\$ 18,458,784
LIABILITIES		
Current Liabilities:		
Accounts payable	\$ 53,672	\$ 70,120
Accrued payroll and related liabilities	36,173	32,115
Taxes payable	4,539	4,936
Accrued interest	46,388	51,513
Customer deposits	78,109	75,550
Current portion of long-term debt	681,753	417,203
Total current liabilities	900,634	651,437
Noncurrent liabilities:		
Long-term debt – net of current portion	6,582,096	7,026,303
Total noncurrent liabilities	6,582,096	7,026,303
Total liabilities	7,482,730	7,677,740
NET POSITION		
Net investment in capital assets	9,180,672	8,932,533
Restricted for:		
Debt service	324,269	408,751
Customer deposits	78,427	75,761
Capital projects and replacement	144,048	126,031
Unrestricted	1,316,950	1,237,968
Total net position	11,044,366	10,781,044
Total liabilities and net position	\$ 18,527,096	\$ 18,458,784

The accompanying notes to financial statements are
an integral part of this statement.

**BRACKEN COUNTY WATER DISTRICT
STATEMENTS OF REVENUES, EXPENSES
AND CHANGES IN NET POSITION
PROPRIETARY FUND
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	<u>2022</u>	<u>2021</u>
OPERATING REVENUES		
Water sales	\$ 1,749,969	1,683,494
Service charges and other revenue	46,998	47,298
Total operating revenues	<u>1,796,967</u>	<u>1,730,792</u>
OPERATING EXPENSES		
Water purchases	353,415	426,336
Salaries and wages	237,508	256,804
Payroll taxes	18,231	18,656
Employee benefits	53,116	50,049
Accounting and legal	38,743	50,404
Depreciation	390,029	375,203
Insurance	34,638	32,889
Materials and supplies	125,136	192,681
Electricity	54,435	47,658
Advertising	2,396	768
Regulatory commission expense	2,619	3,497
Repairs and maintenance	28,212	35,412
Transportation	29,928	20,029
Water testing	2,976	2,729
Total operating expenses	<u>1,371,382</u>	<u>1,513,115</u>
OPERATING INCOME	<u>425,585</u>	<u>217,677</u>
NON-OPERATING REVENUES (EXPENSES)		
Amortization of debt premium	12,453	10,829
Interest income	1,805	3,009
Interest expense	(234,684)	(217,016)
Total non-operating revenues (expenses)	<u>(220,426)</u>	<u>(203,178)</u>
INCOME BEFORE CAPITAL CONTRIBUTIONS	205,159	14,499
Customer tap fees	51,777	27,497
Capital contributions	<u>6,386</u>	<u>186,285</u>
INCREASE IN NET POSITION	263,322	228,281
NET POSITION, BEGINNING OF THE YEAR	<u>10,781,044</u>	<u>10,552,763</u>
NET POSITION, END OF THE YEAR	<u>\$ 11,044,366</u>	<u>\$ 10,781,044</u>

The accompanying notes to financial statements are
an integral part of this statement.

**BRACKEN COUNTY WATER DISTRICT
STATEMENTS OF CASH FLOWS
PROPRIETARY FUND
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021**

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from customers	\$ 1,703,179	\$ 1,683,494
Cash payments to suppliers for goods and services	(738,230)	(724,648)
Cash payments to employees	(304,797)	(325,509)
Other receipts (payments)	46,998	47,298
Net cash provided by operating activities	707,150	680,635
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Proceeds from issuance of capital debt	301,000	-
Principal paid on capital debt	(468,204)	(322,738)
Interest paid on capital debt	(239,809)	(217,016)
Purchases of capital assets	(458,511)	(374,037)
Contributed capital – tap fees	51,777	27,497
Contributed capital – grants	6,386	186,285
Net cash provided by (used for) capital and related financing activities	(807,361)	(700,009)
CASH FLOWS FROM INVESTING ACTIVITIES		
KRWFC sinking fund	(260,037)	(88,916)
Interest income	1,805	3,008
Net cash provided by (used for) investing activities	(258,232)	(85,908)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(358,443)	(105,282)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR	1,467,653	1,572,935
CASH AND CASH EQUIVALENTS – END OF YEAR	\$ 1,109,210	\$ 1,467,653
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating income (loss)	\$ 425,585	\$ 217,677
Adjustments to reconcile operating income (loss) to net cash provided by operating activities:		
Depreciation expense	390,029	375,203
Changes in assets and liabilities:		
Accounts receivable	(48,952)	(3,949)
Inventories	(47,958)	6,136
Prepaid insurance	(1,326)	(495)
Accounts payable and other liabilities	(12,787)	85,363
Customer deposits	2,559	700
Net cash provided by operating activities	\$ 707,150	\$ 680,635
Reconciliation of cash:		
Cash and cash equivalents - unrestricted	\$ 858,472	\$ 1,156,184
Cash and cash equivalents – restricted	250,738	311,469
Cash and cash equivalents, end of year	\$ 1,109,210	\$ 1,467,653
Supplemental information:		
Interest paid	\$ 239,809	\$ 210,394

The accompanying notes to financial statements are an integral part of this statement.

EXHIBIT F

Notice to State Local Debt Officer

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

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

April 4, 2024

Honorable Dennis Keene
Commissioner and State Local Debt Officer
100 Airport Road, Third Floor
Frankfort, Kentucky 40601

Re: Bracken County Water District
Notice of Intent to Issue Securities

Dear Commissioner Keene:

Pursuant to the regulations of the Kentucky Public Service Commission, specifically 807 KAR 5:001: Section 18(1)(g), please be advised that the Bracken County Water District (the "District") hereby notifies the State Local Debt Officer that the District intends on issuing securities in the form of a loan from the Rural Water Financing Agency for the purpose of refinancing a short term loan.

We will file the appropriate documents with your office in accordance with the requirements of KRS 65.117 once the securities are issued.

Very truly yours,

Rubin & Hays

By 
W. Randall Jones

WRJ:jlm
Enclosures