

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC INVESTIGATION INTO THE)	
FINANCIAL AND OPERATING CAPACITY OF)	CASE NO.
MORGAN COUNTY WATER DISTRICT)	2024-00325

**RESPONSES TO COMMISSION STAFF’S FIRST REQUEST FOR INFORMATION TO
MORGAN COUNTY WATER DISTRICT DATED JANUARY 28, 2025**

Filed: February 21, 2025

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

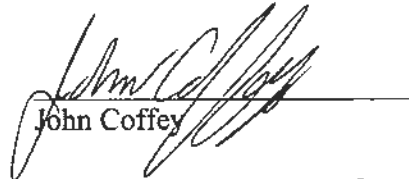
IN THE MATTER OF:

INVESTIGATION INTO THE FINANCIAL)	
AND OPERATING CAPACITY OF)	CASE NO.
MORGAN COUNTY WATER DISTRICT)	2024-00325

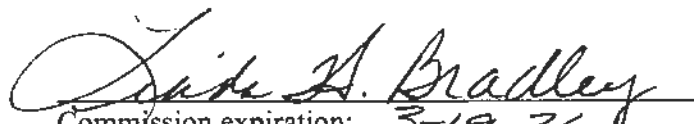
VERIFICATION OF JOHN COFFEY

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF MORGAN)

John Coffey, on behalf of Morgan County Water District, being duly sworn, states that he has supervised the preparation of the responses to Commission's Staff's First Request for Information in the above-styled case, and that the matters and things set forth therein are true and accurate to the best of his knowledge, information and belief, formed after reasonable inquiry.


John Coffey

The foregoing Verification was signed, acknowledged and sworn to before me this 20th day of February, 2025, by John Coffey.


Commission expiration: 3-19-26
KYRP# 43629

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 1

RESPONSIBLE PARTY: John Coffey

Request 1. Refer to Morgan District and John Coffey's response, paragraph 1. State the name of the person who is the current general manager of Morgan District. Indicate if they have ever been employed by Morgan County Water District previously.

Response 1. The current general manager of Morgan District is Andy Legg. Mr. Legg was previously at Morgan District as the field supervisor and in charge of compliance.

MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 2

RESPONSIBLE PARTY: John Coffey

Request 2. Provide the fiscal court appointment, along with any relevant minutes, that includes the date of appointment, for all three current commissioners.

Response 2. Please see attached.

Morgan County Fiscal Court
April 10, 2024 4:00 PM
Morgan County Office Building

Attendance Taken at : 4:03 PM

Present Board Members:

Brandon Evans
Tommy Fannin
Donnie Keeton
Eric Pelfrey
Leroy Phipps

Updated Attendance:

Donnie Keeton was updated to present.
Eric Pelfrey was updated to present.
Leroy Phipps was updated to present.
Tommy Fannin was updated to present.

1. Call Meeting to Order
2. Pledge of Allegiance and Prayer
3. Roll Call
4. REAPPOINTMENT OF WATER BOARD MEMBERS

Motion Passed: APPROVAL TO APPOINT ELLEN MOTLEY AND CHRIS ADAMS AS MEMBERS OF THE MORGAN COUNTY WATER DISTRICT BOARD passed with a motion by Donnie Keeton and a second by Eric Pelfrey.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

Motion to Amend Passed: To amend the motion from: "APPROVAL TO APPOINT ELLEN MOTLEY AND CHRIS ADAMS AS MEMBERS OF THE MORGAN COUNTY WATER DISTRICT BOARD." to: "APPROVAL TO APPOINT ELLEN MOTLEY AND CHRIS ADAMS AS MEMBERS OF THE MORGAN COUNTY WATER DISTRICT BOARD WITH MRS. MOTLEY TO FULFILL THE TERM OF STEVEN GUNNELL AND MR. ADAMS TO FULFILL THE TERM OF ZACH ENGLE. " passed with a motion by Donnie Keeton and a second by Eric Pelfrey.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

Motion Passed: APPROVAL TO APPOINT ELLEN MOTLEY AND CHRIS ADAMS AS MEMBERS OF THE MORGAN COUNTY WATER DISTRICT BOARD WITH MRS. MOTLEY TO FULFILL THE TERM OF STEVEN GUNNELL AND MR. ADAMS TO FULFILL THE TERM OF ZACH ENGLE. passed with a motion by Donnie Keeton and a second by Eric Pelfrey.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

WATER DEPARTMENT IS ASKING THAT THE MEMBERS APPOINTED AT THE LAST MEETING BE REAPPOINTED DUE TO A PROCEDURAL TECHNICALITY

5. ADJOURN

Motion Passed: APPROVAL TO ADJOURN passed with a motion by Eric Pelfrey and a second by Donnie Keeton.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

Morgan County Fiscal Court
September 18, 2024 12:00 PM
Morgan County Office Building

Attendance Taken at : 12:07 PM

Present Board Members:

Brandon Evans
Tommy Fannin
Donnie Keeton
Eric Pelfrey
Leroy Phipps

1. Call Meeting to Order
2. Pledge of Allegiance and Prayer
3. Roll Call
4. MINUTES OF THE LAST MEETING

Motion Passed: MOTION TO APPROVE THE MINUTES OF THE LAST MEETING OF THE MORGAN COUNTY FISCAL COURT passed with a motion by Brandon Evans and a second by Tommy Fannin.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

5. SHERIFF COAL SEVERANCE PROJECT

Motion Passed: APPROVAL OF A RESOLUTION TO USE COAL SEVERANCE FUNDS IN THE AMOUNT OF \$69,879.09 FOR THE SHERIFF'S OFFICE PROJECT passed with a motion by Brandon Evans and a second by Tommy Fannin.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

The sheriff has requested funds coal severance funds for the purchase of a vehicle and other law enforcement equipment. A resolution is needed for this action.

6. FLEX ROAD AID AGREEMENT RESOLUTION

Motion Passed: APPROVAL OF THE FLEX FUND ROAD AID RESOLUTION AS PRESENTED passed with a motion by Brandon Evans and a second by Tommy Fannin.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes

Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

THE COUNTY HAS BEEN AWARDED \$609, 171 IN FLEX ROAD AID. A RESOLUTION IS NEEDED IN ORDER TO ACCESS THOSE FUNDS.

7. PROPERTY AND ACCESS AGREEMENT

TABLED UNTIL FURTHER NOTICE. MORE REVIEW IS NECESSARY.

8. BOARD APPOINTMENT

Motion Passed: APPROVAL OF THE APPOINTMENT OF TO THE MORGAN COUNTY WATER DISTRICT BOARD passed with a motion by Donnie Keeton and a second by Tommy Fannin.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

William LeMaster
Notary: Linda H Bradley
expir: 3-19-26
KYP: 43629

9. BOARD APPOINTMENT

TABLED. PROSPECTIVE NOMINEE DECLINED.

10. CLOSED SESSION

Motion Passed: APPROVAL TO ENTER INTO CLOSED SESSION passed with a motion by Brandon Evans and a second by Eric Pelfrey.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

11. RETURN TO OPEN SESSION

Motion Passed: APPROVAL TO END CLOSED SESSION AND RETURN TO OPEN SESSION passed with a motion by Tommy Fannin and a second by Eric Pelfrey.

6 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

12. Adjourn

Motion Passed: MOTION TO ADJOURN THE MEETING passed with a motion by Donnie Keeton and a second by Tommy Fannin.

6 Yeas - 0 Nays

Morgan County Fiscal Court
1412 Highway 7
West Liberty, KY 41472

Morgan County Fiscal Court
July 02, 2024 12:00 PM
Morgan County Office Building

Attendance Taken at : 12:04 PM

Present Board Members:

Brandon Evans
Donnie Keeton
Eric Pelfrey
Leroy Phipps

Absent Board Members:

Tommy Fannin

1. Call Meeting to Order
2. Pledge of Allegiance and Prayer
3. Roll Call
4. Water Board appointment

Motion Passed: APPROVAL TO APPOINT PATTY CORDEIRO TO THE MORGAN COUNTY WATER BOARD passed with a motion by Eric Pelfrey and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Absent
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

Appoint Patty Cordeiro to fill a vacancy on the water board

5. SALT AUCTION

REVIEW OF SALT BIDS

6. Adjourn

Motion Passed: MOTION TO ADJOURN THE MEETING passed with a motion by Donnie Keeton and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Absent
Jim Gazay	Yes
Donnie Keeton	Yes
Eric Pelfrey	Yes
Leroy Phipps	Yes

Morgan County Fiscal Court
July 25, 2024 6:00 PM
Morgan County Office Building

Morgan County Fiscal Court
1412 Highway 7
West Liberty, KY 41472

Attendance Taken at : 6:01 PM

Present Board Members:

Brandon Evans
Tommy Fannin
Eric Pelfrey
Leroy Phipps

Absent Board Members:

Donnie Keeton

1. Call Meeting to Order
2. Pledge of Allegiance and Prayer
3. Roll Call
4. CLOSED SESSION

Motion Passed: APPROVAL TO ENTER CLOSED SESSION passed with a motion by Eric Pelfrey and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

5. RETURN TO REGULAR SESSION

Motion Passed: APPROVAL TO END CLOSED SESSION AND RETURN TO REGULAR SESSION passed with a motion by Tommy Fannin and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

6. MINUTES OF THE LAST MEETING

Motion Passed: MOTION TO APPROVE THE MINUTES OF THE June 27, July 2 MEETINGS OF THE MORGAN COUNTY FISCAL COURT MOTION TO TABLE JULY 15 MINUTES UNTIL THE NEXT MEETING. BRANDON EVANS ERIC PELFREY passed with a motion by Brandon Evans and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent

Eric Pelfrey	Yes
Leroy Phipps	Yes

7. GATEWAY AREA HAZARD MITIGATION PLAN

Motion Passed: APPROVAL OF THE HAZARD MITIGATION PLAN AS PRESENTED passed with a motion by Tommy Fannin and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

ALL COUNTIES IN THE GATEWAY AREA ARE REQUIRED TO REVIEW AND APPROVE THE HAZARD MITIGATION PLAN IN ORDER TO QUALIFY FOR FEMA FUNDING

Link to the Hazard Mitigation Plan:

<https://www.dropbox.com/scl/fi/nukpzpu8ztwzf1u48hc98/Gateway-ADD-Hazard-Mitigation-Plan.pdf?rlkey=0i46hdqnxr8jeaemfrp3pdh7w&st=kl9vqtan&dl=0>

8. Treasurer's Report

Motion Passed: passed with a motion by Brandon Evans and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

a. FINANCIAL STATEMENT

FINANCIAL STATEMENT 6/30/24

b. BUDGET TRANSFERS

Motion Passed: APPROVE BUDGET TRANSFERS #16 AND #1 AS PRESENTED passed with a motion by Tommy Fannin and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans	Yes
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Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

FY24 BUDGET TRANSFERS #16 \$2,566.13

FY25 BUDGET TRANSFERS #1 \$328.35

c. INTERFUND CASH TRANSFER

Motion Passed: APPROVE THE BUDGETED INTERFUND CASH TRANSFER FROM THE GENERAL FUND TO THE JAIL FUND \$100,000 passed with a motion by Eric Pelfrey and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

BUDGETED INTERFUND CASH TRANSFER FROM THE GENERAL FUND TO THE JAIL FUND \$100,000

d. BUDGET AMENDMENT

Motion Passed: APPROVE THE FIRST READING OF FY25 BUDGET AMENDMENT #1 IN THE AMOUNT OF \$1,316,989.01 passed with a motion by Tommy Fannin and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

FIRST READING OF BUDGET AMENDMENT #1 (BAFY202501) IN THE AMOUNT OF \$1,316,989.01

*BUDGET AMENDMENT TO ADJUST ESTIMATED CASH CARRYOVER

e. BANK PLEDGED SECURITIES

Motion Passed: APPROVE THE BANK PLEDGED SECURITIES QUARTERLY REPORT AS PRESENTED passed with a motion by Brandon Evans and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes

Leroy Phipps

Yes

BANK PLEDGED SECURITIES QUARTERLY REPORT

f. MCFC QUARTERLY LIABILITIES REPORT

Motion Passed: APPROVE THE MCFC QUARTERLY LIABILITIES REPORT AS PRESENTED passed with a motion by Tommy Fannin and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans

Yes

Tommy Fannin

Yes

Jim Gazay

Yes

Donnie Keeton

Absent

Eric Pelfrey

Yes

Leroy Phipps

Yes

MCFC QUARTERLY LIABILITIES REPORT

g. JUDICIAL CENTER SINKING FUNDS ACCOUNTS

Motion Passed: APPROVE THE JUDICIAL CENTER SINKING FUNDS ACCOUNTS LEDGER AS PRESENTED passed with a motion by Brandon Evans and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans

Yes

Tommy Fannin

Yes

Jim Gazay

Yes

Donnie Keeton

Absent

Eric Pelfrey

Yes

Leroy Phipps

Yes

QUARTERLY JUDICIAL CENTER SINKING FUNDS ACCOUNTS LEDGER

h. FISCAL YEAR 2024 TREASURER'S SETTLEMENT

Motion Passed: Approve the Fiscal Year 2024 Treasurer's Settlement passed with a motion by Tommy Fannin and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans

Yes

Tommy Fannin

Yes

Jim Gazay

Yes

Donnie Keeton

Absent

Eric Pelfrey

Yes

Leroy Phipps

Yes

FISCAL YEAR 2024 TREASURER'S SETTLEMENT

I. STATEMENT OF REVENUES

FY24 STATEMENT OF REVENUES

II. STATEMENT OF RECEIPTS

FY24 STATEMENT OF RECEIPTS

III. STATEMENT OF APPROPRIATIONS

FY24 STATEMENT OF APPROPRIATIONS

IV. STATEMENT OF CLAIMS

FY24 STATEMENT OF CLAIMS

V. COMPREHENSIVE DETAIL REPORT

FY24 COMPREHENSIVE DETAIL REPORT

VI. BANK ACCOUNT CERTIFICATION DOCUMENT

FY24 BANK ACCOUNT CERTIFICATION DOCUMENT

i. TREASURER'S PERIODIC CHECKLIST

CHECKLIST OF IMPORTANT TASKS TO BE COMPLETED PERIODICALLY

9. REVIEW OF WEX AND ELAN BILLING STATEMENTS

Motion Passed: MOTION TO RATIFY PRIOR PERIOD EXPENDITURES FOR WEX AND ELAN FINANCIAL SERVICES passed with a motion by Eric Pelfrey and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

10. DUMP TRUCK PURCHASE

Motion Passed: APPROVAL TO ADVERTISE FOR BIDS FOR TWO TRUCKS THAT MEET THE SPECIFICATIONS OUTLINED passed with a motion by Tommy Fannin and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

DISCUSSION ONLY REGARDING THE PURCHASE OF 2 TON DUMP TRUCKS FOR THE MORGAN COUNTY ROAD DEPARTMENT

TRUCK SPECIFICATIONS:

1 TON HEAVY DUTY

AUTOMATIC TRANSMISSION

4 X 4

REGULAR CAB

V8

WHITE IN COLOR

11 FT DUMP BED

A/C

DELIVERY WITHIN 60 DAYS

11. APPROVAL TO PURCHASE FROM TRUDOR WITH ELAN FINANCIAL CARD

Motion Passed: APPROVAL TO USE THE ELAN FINANCIAL CREDIT CARD TO PURCHASE FROM TRUDOR passed with a motion by Tommy Fannin and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

TRUDOR HAS BEEN RECOMMENDED BY MAINTENANCE AS AN AFFORDABLE VENDOR FOR PURCHASING DOOR HARDWARE. PURCHASES MUST BE MADE ONLINE, AND THEREFORE, CREDIT CARD APPROVAL IS NEEDED IN ORDER TO USE THIS VENDOR.

12. BRIDGE REPORT & FLEX FUND UPDATE

13. TRANSPORTATION CABINET SIX-YEAR PLAN

DISCUSSION OF THE TRANSPORTATION CABINET'S SIX-YEAR PLAN

14. EULAS ROAD (CR1503) CHANGE NAME TO EULAS HAMMONS ROAD

Motion Passed: MOTION TO CHANGE EULAS ROAD NAME TO EULAS HAMMONS ROAD passed with a motion by Brandon Evans and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

15. VEST BRANCH DISCUSSION

Motion Passed: APPROVAL TO POST INTENT TO REMOVE .2 MILE FROM THE LEFT FORK OF VEST BRANCH FROM THE COUNTY ROAD SYSTEM passed with a motion by Brandon Evans and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

Motion Passed: APPROVAL TO POST THE INTENT TO REMOVE .2 MILE FROM THE LEFT FORK OF VEST BRANCH FROM THE COUNTY ROAD SYSTEM passed with a motion by Brandon Evans and a second by Leroy Phipps.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

16. APPROVE 2024 MORGAN COUNTY TAX RATE

Motion Passed: APPROVAL OF 2024 MORGAN COUNTY COMPENSATING TAX RATE AS PRESENTED passed with a motion by Brandon Evans and a second by Eric Pelfrey.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

17. MORGAN COUNTY WATER DISTRICT BOARD APPOINTMENT

Motion Passed: APPROVAL TO APPOINT DONALDA HARPER AS A MEMBER OF THE MORGAN COUNTY WATER DISTRICT BOARD. passed with a motion by Brandon Evans and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

APPOINTMENT IS NEEDED TO FILL VACANCY ON THE BOARD

18. MORGAN COUNTY AMBULANCE BOARD APPOINTMENT

AN APPOINTMENT IS NEEDED TO FILL A VACANCY.
TABLED UNTIL FURTHER NOTICE.

19. CAVE RUN WATER DISTRICT BOARD APPOINTMENT

Motion Passed: APPROVAL TO APPOINT SAMANTHA WILLIAMS TO THE CAVE RUN WATER DISTRICT BOARD passed with a motion by Eric Pelfrey and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

AN APPOINTMENT IS NEEDED TO FILL A VACANCY ON THE BOARD

20. RATIFY PAID VENDOR CLAIMS

Motion Passed: MOTION TO RATIFY PAID VENDOR CLAIMS passed with a motion by Brandon Evans and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

21. APPROVE UNPAID VENDOR CLAIMS

Motion Passed: MOTION TO APPROVE UNPAID VENDOR CLAIMS passed with a motion by Tommy Fannin and a second by Brandon Evans.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

22. Adjourn

Motion Passed: MOTION TO ADJOURN THE MEETING passed with a motion by Eric Pelfrey and a second by Tommy Fannin.

5 Yeas - 0 Nays

Brandon Evans	Yes
Tommy Fannin	Yes
Jim Gazay	Yes
Donnie Keeton	Absent
Eric Pelfrey	Yes
Leroy Phipps	Yes

MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 3

RESPONSIBLE PARTY: John Coffey

Request 3. Provide all training records for the current general manager and current commissioners related to the management or services provided by a water utility, district or association. Provide any certifications or licenses held by the current general manager.

Response 3. Please see attached for the information for the current general manager, Andy Legg. The training certificates for the board members that are parties to this proceeding were filed as attachments to their responses to the Commission's Order in this proceeding.

Energy and Environment Cabinet

THIS IS TO CERTIFY THAT

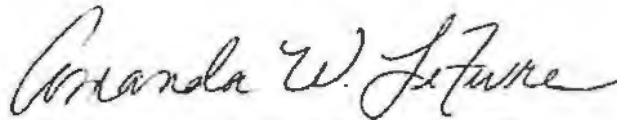
Andy R Legg

*has fulfilled the requirements of the law and regulations governing operator certification and is
hereby granted this certificate.*

Water Distribution System Operator

Class II Agency Interest # 137383 Certification No. 62141

Given under my hand this 12th day of November, 2019 at Frankfort, Kentucky



Acting Director, Division of Compliance Assistance



**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 4

RESPONSIBLE PARTY: **John Coffey**

Request 4. Refer to Morgan District and John Coffey's response, paragraph 3. Explain what steps Morgan District took in 2024, and is continuing to take in 2025, to reduce its water loss. Include a detailed descriptions of how each project outlined in Exhibit A will contribute to reducing water loss in the District. Additionally, paragraph 3 refers to "projects" while Exhibit A appears to include information about only one project. Please clarify the different in the descriptions.

Response 4. Exhibit A to Morgan District and John Coffey's response is technically one project however it will be line extensions in different parts of Morgan District's service territory. With the line extension projects are being completed, the service men will replace any damaged lines that are pre-existing that they find. This project give Morgan District another opportunity to locate leaks. In addition, Morgan District has hired someone to do leak detection work to assist in finding and repairing leaks. Morgan District is also contracting Kentucky Rural Water Association to see if they may be able to send personnel and equipment to assist Morgan District in training on leak detection and assist Morgan District in finding leaks. Morgan District was not financially able to do any additional efforts in 2024 except leak detection.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 5

RESPONSIBLE PARTY: **John Coffey**

Request 5. Refer to the Morgan District and John Coffey's response, paragraph 3, Exhibit A.

- a. Provide the latest Assistance Agreement with the Kentucky Infrastructure Authority (KIA).
- b. Explain whether KIA has offered additional assistance to Morgan District in 2024 or 2025. Include in the response what, if any, obligation Morgan District has to pay KIA back.

Response 5.

- a. Please see attached for the latest KIA Assistance Agreement.
- b. Please see attached for the information provided by KIA.

TRANSCRIPT OF PROCEEDINGS

ASSISTANCE AGREEMENT
BETWEEN THE
KENTUCKY INFRASTRUCTURE AUTHORITY
AND
MORGAN COUNTY WATER DISTRICT

DATED JANUARY 9, 2023
PROJECT NUMBER F21-002

RUBIN & HAYS
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202

INDEX TO TRANSCRIPT OF PROCEEDINGS

In re: Assistance Agreement between Kentucky Infrastructure Authority (the “Authority”) and Morgan County Water District (the “Governmental Agency”), regarding Project Number F21-002.

1. Minutes of Kentucky Infrastructure Authority authorizing the Assistance Agreement.
2. Minutes of Capital Projects and Bond Oversight Committee.
3. PSC Certificate of Public Convenience and Necessity.
4. Commitment Letter of Kentucky Infrastructure Authority.
5. Resolution of the Governmental Agency authorizing the Assistance Agreement.
6. Minutes of the Meeting of the Governing Body of the Governmental Agency adopting Resolution authorizing Assistance Agreement.
7. Assistance Agreement.
8. General Closing Certificate of the Governmental Agency.
9. Opinion of Counsel to the Governmental Agency.
10. Distribution List.

KENTUCKY INFRASTRUCTURE AUTHORITY
Minutes of the Full Board

Meeting Date/Location: **May 6, 2021 – 1:00 p.m.**
 Kentucky Infrastructure Authority
 Via Teleconference

Members present:

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

Members absent:

Mr. Robert A. Amato, representing Kentucky Municipal Utilities Association

DLG Staff:

Ms. Megan Armstrong, Chief Information Officer
Mr. Eddie Jacobs, Chief of Staff
Ms. Mary Palmer, Executive Assistant
Mr. Bill Pauley, Staff Attorney
Mr. Matthew Stephens, General Counsel

KIA Staff:

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

Guests:

Mr. Jory Becker, Division of Water
Mr. Nick Bradley, City of Somerset
Mr. Edward Bryant, City of Frenchburg
Mr. Dave Calstedt, City of Wilmore
Ms. Bethany Couch, Office of Financial Management
Mr. Kyle Cunningham, Pennyryle Area Development District
Mr. John Dix, Warren County Water District
Ms. Katherine Halloran, Legislative Research Commission

Mr. Paul Nesbitt, Nesbitt Engineering, Inc.
Mr. Alan Robinson, Eclipse Engineering

PROCEEDINGS

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

I. BUSINESS (Board Action Required)

1. APPROVAL OF MINUTES

For: KIA Regular Board Meeting of April 1, 2021

Mr. Russ Rose moved to approve the minutes of the April 1, 2021, regular board meeting. Ms. Linda Bridwell seconded, and the motion carried unanimously.

B. NEW PROJECTS/ACTION ITEMS

1. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING AN AMENDMENT TO THE CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED CLEAN WATER REVOLVING FUND A LOAN (A18-003) INCREMENT FUNDING FOR AN AMOUNT UP TO \$19,410,364 TO THE CITY OF MARION, CRITTENDEN COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Ms. Melli Sun, KIA, discussed the City of Marion's request for a Fund A Loan increase, (A18-003), of \$9,816,574 from the 2021 funding cycle to fund the New Wastewater Treatment Plant project for the construction of a 1.5 million-gallon per day (MGD) Oxidation Ditch (OD) wastewater treatment plant and collection system rehabilitation. This will bring the total funding to \$19,410,364. The new treatment facility will be located approximately half a mile from the existing treatment plant and will also include a new administration building and maintenance garage. The existing 0.66 MGD treatment facility was constructed in the 1970s and can no longer handle wet weather flows during moderate to heavy rains. The City considered alternatives for reducing flow and optimizing treatment as part of the Facility Plan, under review by the KY Division of Water, and has selected this project as the best alternative. The collection system work consists of the rehabilitation of approximately 43,336 linear feet of existing gravity sewer to reduce inflow and infiltration.

The City was under an Agreed Order with the KY Division of Water, mandating the completion of a Facility Plan and proper operation and maintenance of the wastewater treatment facilities and collection system. This project will fully satisfy the requirements of the Agreed Order.

KIA has established a multi-year funding strategy with the City to provide incremental funding through FY2021. The City obtained a KIA planning and design loan of \$587,200 in FY2016 to complete the Facility Plan and subsequent design on the collection system and the treatment plant. The approval of the planning and design loan allowed the City to receive priority funding for three increases to fund the construction portion of the collection system and the wastewater treatment plant. The loan outlay is as below:

Funding Cycle	Requested Amount	Cumulative Amount	Loan Type
FY 2016	\$587,200	\$587,200	Planning & Design
FY 2018	\$4,801,590	\$5,388,790	Construction
FY 2020	\$4,205,000	\$9,593,790	Construction
FY 2021	\$9,816,574	\$19,410,364	Construction

Mayor Les Stapleton moved to approve the Fund A Loan increase, (A18-003), for the amount of \$9,816,574 for a total loan of \$19,410,364 to City of Marion with the standard conditions. Mr. Kurt Stafford seconded and the motion was unanimously approved.

2. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED CLEAN WATER REVOLVING FUND A LOAN (A21-043) FOR AN AMOUNT UP TO \$258,340 TO THE CITY OF FRENCHBURG, MENIFEE COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. Alex Fisher, KIA, discussed the City of Frenchburg's request for a Fund A loan, (A21-043), for an amount up to \$258,340 for the for the City of Frenchburg Wastewater Collection System Rehab project. This project will correct the inflow and infiltration (I&I) problems in the City of Frenchburg's wastewater system. The City proposes to rehabilitate the collection system. The City will first complete a Sanitary Sewer Evaluation Survey (SSES) to locate the areas of the collection system that need to be repaired and replaced to reduce I&I. Components that will be assessed in the SSES will include gravity sewer lines, manholes, and customer service lateral lines. It is estimated that up to 10,000 LF of existing sewer lines will need to be replaced. The project will also include the replacement of deteriorated manholes and repairs to lateral lines. A final determination of sewer line replacements cannot be made until the SSES is completed. The proposed project will include the SSES in a P&D phase and the locations for line replacements will be finalized for a construction phase of the project.

The City of Frenchburg serves approximately 283 customers

Mr. Russ Rose asked about the lack of annual audits. Mr. Fisher said the City does every other year, but will provide Profit and Loss statements in between each audit throughout the life of the loan.

Ms. Linda Bridwell moved to approve Fund A Loan, A21-043, to the City of Frenchburg for an amount up to \$258,340 with the standard conditions. Mayor Les Stapleton seconded and the motion was unanimously approved.

3. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING AN AMENDMENT TO THE CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED DRINKING WATER REVOLVING FUND F LOAN (F19-002) INCREASE FOR AN AMOUNT UP TO \$28,428,000 TO THE CITY OF MOREHEAD F/B/O MOREHEAD UTILITY PLANT BOARD, ROWAN COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. Alex Fisher, KIA, discussed the City of Morehead, for the benefit of Morehead Utility Plant Board's request for a Fund F loan increase in the amount of \$21,873,800, with a total loan amount of \$28,428,000, for the Regional Water Treatment Plant Construction project. This project will be the second and final construction funding increment in a

multi-phased funded loan for a major water treatment plant expansion project for the Morehead Utility Plant Board. KIA previously funded the planning and design of the project in FY 2018 with loan F18-004 which was rolled into the first construction increment for a total of \$6,554,200.

The first phase of the project will include a new raw water intake and raw water transmission line. The remainder of the project will include the construction of a new water treatment plant, will construct a new ground storage tank, and a finished raw water line.

The Morehead Utility Plant Board serves 3,453 customers.

Ms. Linda Bridwell moved to approve the Fund F Loan increase of \$21,873,800 for a total loan amount up to \$28,428,000 to the City of Morehead for the benefit of the Morehead Utility Plant Board with the standard conditions. Mayor Les Stapleton seconded and the motion was unanimously approved.

4. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED DRINKING WATER REVOLVING FUND LOAN (F21-002) FOR AN AMOUNT UP TO \$3,262,000 TO THE MORGAN COUNTY WATER DISTRICT, MORGAN COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. Alex Fisher, KIA, discussed the Morgan County Water District's request for a Fund F loan in the amount of \$3,262,000 for the KY Hwy 191 Waterline Replacement Reserve project. This project will involve replacing the existing aging (30+ years old) waterlines along KY Hwy 191, Red Bird Lane, Barker Branch Road, CR 1221, Bigstaff Branch Road, CR 1000, Morris Cemetery Rd, KY 1162, and Stinson Branch Road with new 3", 4", 6", and 8" PVC piping. This will assist the District in reducing the extremely high water loss they are currently experiencing due to waterline breaks and faulty water meters. In addition to waterline replacement, approximately one third of the Morgan County Water District's water meters will be replaced and upgraded to the newest transmitter system available.

The Water District serves approximately 2,850 customers and is regulated by the PSC.

Secretary Rebecca Goodman asked about the District's water loss. It was noted to be around 37%.

Ms. Linda Bridwell abstained from voting. Mr. Ron Lovan moved to approve the Fund F Loan, (F21-002) in an amount up to \$3,262,000 to the Morgan County Water District with the standard conditions and the following special conditions: and the following special conditions: 1. The District will need to apply to the Public Service Commission (PSC), pursuant to KRS 278.300, for debt authorization for the \$2,487,495 loan. This debt authorization application should include a forecast for meeting debt service projected through no less than (2025); 2. By April 30, 2021, the District will need a resolution from the Morgan County Water and Sewer District Board, demonstrating their intentions to increase revenues as necessary and authorized by the PSC to meet the loan requirements over the life of the loan. KIA Staff review indicates that revenues would need to be increase by \$73,391, which equates approximately to rates increased by 5% in 2022, to meet expenses and debt service in the first full year of debt service in 2023; 3. Prior to the assistance agreement being executed, the District must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020, from the PSC for any portion of the

project that may require it, or provide an opinion from legal counsel or the staff of the PSC, or a declaratory order from the PSC, that a CPCN is not required for any portion of the assets to be constructed as part of the loan agreement. Mr. Russ Rose seconded and the motion was unanimously approved.

5. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED DRINKING WATER REVOLVING FUND LOAN (F21-027) FOR AN AMOUNT UP TO \$2,100,000 TO THE WARREN COUNTY WATER DISTRICT, WARREN COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. Alex Fisher, KIA, discussed the Warren County Water District's (WCWD) request for a Fund F loan in the amount of \$2,100,000 for the WCWD – Woodburn Tank Replacement & Hwy 68W Reservoir project.

This project consists of:

1. The design and construction of a new 300,000-gallon tank to replace the existing 150,000 gallon Woodburn tank, which will reach the end of its service life. As a result of this project the capacity of the tank will be increased and the storage configuration will be improved.
2. The design and construction of a 1,000,000 gallon ground storage tank, a 1,000 GPM booster pump station, and approximately 2,500 LF 12" PVC water line to improve emergency storage, flow capacity, and reliability of the system.

Currently the Warren County Water District serves 27,745 residential and over 2,400 commercial customers

Ms. Linda Bridwell abstained from voting. Mr. Russ Rose moved to approve the Fund F Loan, (F21-027) in an amount up to \$2,100,000 to the Warren County Water District with the standard conditions and the following special conditions: 1. The District will need to apply to the Public Service Commission (PSC), pursuant to KRS 278.300, for debt authorization for the \$2,487,495 loan. This debt authorization application should include a forecast for meeting debt service projected through no less than (2025); 2. By April 30, 2021, the District will need a resolution from the Letcher County Water and Sewer District Board, demonstrating their intentions to increase revenues as necessary and authorized by the PSC to meet the loan requirements over the life of the loan. KIA Staff review indicates that revenues would need to be increase by \$73,391, which equates approximately to rates increased by 5% in 2022, to meet expenses and debt service in the first full year of debt service in 2023; 3. Prior to the assistance agreement being executed, the District must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020, from the PSC for any portion of the project that may require it, or provide an opinion from legal counsel or the staff of the PSC, or a declaratory order from the PSC, that a CPCN is not required for any portion of the assets to be constructed as part of the loan agreement. Mr. Kurt Stafford seconded and the motion was unanimously approved.

6. A RESOLUTION AND ORDER OF THE BOARD OF DIRECTORS OF THE KENTUCKY INFRASTRUCTURE AUTHORITY AUTHORIZING ISSUANCE OF A CONDITIONAL COMMITMENT FOR A FEDERALLY ASSISTED DRINKING WATER REVOLVING FUND LOAN (F21-060) FOR AN AMOUNT UP TO \$994,648 TO THE CITY OF WILMORE, JESSAMINE COUNTY, KENTUCKY

Mr. Jory Becker, DOW, and Mr. Alex Fisher, KIA, discussed the City of Wilmore's request for a Fund F loan in the amount of \$994,648 for the Wilmore Elevated Storage Tank Rehabilitation project.

The project consists of the inspection and rehabilitation of the 500,000 gallon elevated Asbury Tank and inspection and repair of the 500,000 gallon elevated Thomas-Hood Veterans Center Tank for the City of Wilmore, KY. Work is anticipated to include removal/application of interior and exterior coating systems, structural repairs and OSHA complaint upgrades. It is further anticipated that the Asbury Tank will require lead paint abatement.

Currently the City of Wilmore serves 1,944 residential and over 84 commercial customers.

Ms. Linda Bridwell moved to approve the Fund F Loan, F21-060, in an amount up to \$994,648 to the City of Wilmore with the standard conditions. Mr. Ron Lovan seconded and the motion was unanimously approved.

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

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

BORROWER	FUND	AMOUNT UP TO
City of Marion (Increase - Final Phase)	A18-003	\$ 9,816,574
City of Georgetown (Director Level Increase #2)	A19-009	\$ 2,140,000
City of Frenchburg (Planning & Design)	A21-043	\$ 258,340
City of Morehead F/B/O Morehead Utility	F19-002	\$21,873,800
Adair County Water District (Director	F20-009	\$ 134,253
Morgan County Water District	F21-002	\$ 3,262,000
Warren County Water District	F21-027	\$ 2,100,000
City of Wilmore	F21-060	\$ 994,648

Ms. Linda Bridwell moved to approve the reimbursement resolution. Mayor Les Stapleton seconded and the motion carried unanimously.

Commissioner Keene announced that Mr. Ray Perry will be serving as Interim Executive Director of KIA to coordinate the federal funds coming in for Broadband, Water and Wastewater projects through the American Rescue Plan Act. Ms. Williams will continue to manage the day-to-day operations of KIA. Welcome to Mr. Perry.

EXECUTIVE DIRECTOR'S REPORT

Deputy Executive Director Sandy Williams addressed the group and also welcomed Mr. Perry. She noted he was unable to attend today's meeting due to a meeting with the Governor's office regarding the broadband program.

In regards to the Drinking Water and Wastewater, along with the Broadband programs, there are teams of people throughout state government that are working through the process, drafting Administrative regulations, developing processes to get those programs up and running so we can announce the particulars as soon as possible. Kentucky has not received this much grant money in some time, so KIA is looking forward to working with the utilities to get these projects going. As soon as we have the Federal guidelines and the Administrative Regulations in place, we will provide the information to the Board, as well as the utilities. In regards to the Administrative Regulations, we have two programs that will need to be done. One is the Broadband Deployment Fund and the other is the Drinking Water and Wastewater Fund. In order to file the Administrative Regulations, Board approval is required. Unfortunately, they were not ready to present at today's meeting, but we do not want to delay getting funds out the door so we have tentatively set a Special Called Board meeting for next Thursday, May 13th to discuss and approve the Administrative Regulations for the two Grant programs. A time has not been set, we wanted to confirm the date and ensure we could have a quorum present to conduct business. An informal poll was taken and the May 13th date was confirmed with a 1:00 p.m. start time.

Also, we are looking at bi-partisan federal legislation to reauthorize the State Revolving Fund Drinking Water and Wastewater programs, which provide funding for Funds A and F. So in addition to the grant funding, KIA may receive additional loan funding.

Ms. Bridwell asked about the grant funding and if it would be used for projects that have already been scored and in the pipeline or would new projects be considered or would it be a separate pool of money. Director Williams said that that Senate Bill 36 named 3 criteria: Social, Economic and Environmental. Our two SRF programs are purely Environmental and the Social and Economic goals are not eligible for the SRF programs, so the new grants will involve additional criteria. KIA will be looking for profiles in the WRIS and that they have been most likely approved by the Water Management Councils.

Ms. Bridwell noted the PSC had received a couple of calls about the program and grant funding does not require debt authorization is not required by the PSC, but a CPCN would be needed. We would like to get that message out in front, rather than have issues later on. Ms. Bridwell noted the PSC could provide KIA staff a letter. Ms. Williams stated that would be a great idea and KIA staff would incorporate that information in the Conditional Commitment Letters that are sent out to the borrowers.

Ms. Bridwell mentioned in a meeting with Secretary Goodman and her staff that additional funding would be available through the Kentucky Associations of Counties, (KACo) about \$860,000 million that does not have to be Capital Improvement. Ms. Williams said she was not familiar with those funds and would be hesitant to answer any questions pertaining to those funds. Secretary Goodman said they had not received official notice on that funding and its distribution. Commissioner Keene said he had heard the counties will get direct funding through the Treasury and not KIA. Ms. Bridwell noted that the utilities need to be aware that there are a couple of different options for funding. She also mentioned there is information on the KACo website. Judge McKenzie confirmed the direct funding and said one of the five criteria was infrastructure, including water and sewer projects, along with the funding depending on population. They have not received any guidance on the funding yet.

Judge McKenzie noted that many communities do not run their own utilities so that will need to be addressed with the direct funding. Right now we have more questions than answers. Mr. Lovan asked Ms. Bridwell if there would be issues with utilities regulated by the PSC to get approvals done in a timely manner in order to get the projects completed by 2024. Ms. Bridwell noted there are some options in the regulatory process with possibly filing earlier or asking for waivers so they can go ahead and get approved and then back file. We can see what we can do to streamline the process. Ms. Grigsby asked if these Regulations would be Emergency Regulations. Ms. Williams said the regulations for the Broadband Deployment Fund, established in the 2020 Legislative Session, were filed prior to the 2021 Legislative Session to meet the requirements. The Fund was established in the 2020 Legislative Session. However, the Water and Sewer Regulations will most likely need to be Emergency Regulations. Judge McKenzie asked after the Regulations are approved how long would it would take before funds would be distributed. Commissioner Keene said it would probably be around July 1st.

ANNOUNCEMENTS/NOTIFICATIONS

- Next scheduled KIA board meeting:

Thursday, June 3, 2021, 1:00 p.m.

There being no further business, Mayor Les Stapleton moved to adjourn. Mr. Ron Lovan seconded and the motion carried unanimously. The May 6, 2021 meeting of the Board of the Kentucky Infrastructure Authority was adjourned.

Submitted by:

Margaret F. Link

Margaret F. Link, Secretary
Kentucky Infrastructure Authority

May 28, 2021

Date

CAPITAL PROJECTS AND BOND OVERSIGHT COMMITTEE

Minutes

September 23, 2021

Call to Order and Roll Call

The 9th meeting of the Capital Projects and Bond Oversight Committee was held on Thursday, September 23, 2021, at 3:30 PM, in Room 169 of the Capitol Annex. Representative Chris Freeland, Chair, called the meeting to order, and the secretary called the roll.

Present were:

Members: Senator Rick Girdler, Co-Chair; Representative Chris Freeland, Co-Chair; Senator Robin L. Webb; and Representatives Jason Petrie and Walker Thomas.

Guests: Jeff Spoelker, Associate Athletic Director, University of Louisville; Kevin Cardwell, Deputy State Budget Director, Office of State Budget Director; Sandy Williams, Deputy Executive Director, Kentucky Infrastructure Authority; and Ryan Barrow, Executive Director, Office of Financial Management.

LRC Staff: Shawn Bowen, Korey Sallee, and Ashton Thompson.

Approval of Minutes

A motion was made by Representative Thomas to approve the August 25, 2021, minutes, seconded by Senator Girdler, and approved by voice vote.

Information Items

Mr. Sallee referenced one information item: three local school district bond issues for Estill, Jefferson, and Kenton Counties.

Project Report from the University of Louisville

Mr. Spoelker submitted a request for an authorization increase of \$4 million for the Athletics Enhancements in New Dormitory project. This project will update graphics, branding, and other athletic enhancements in the new dormitory, scheduled to open in August 2022. The project was authorized as a line item in House Bill 192 of the 2021 Regular Session, \$2 million other funds (cash). Additional funding is needed due to an increase in materials and labor costs, as well as a change of project scope. The revised project scope is \$6 million (cash).

A motion was made by Representative Thomas to approve the appropriation increase, seconded by Senator Girdler, and approved by unanimous roll call vote.

Project Report from the Finance and Administration Cabinet

Mr. Cardwell reported a new federally-funded Information Technology System project for the Education and Workforce Development Cabinet, Kentucky Education Television, in the amount of \$11.5 million. The Next Gen Conversion project will update and replace end of life and failing equipment to bring broadcast and production equipment up to the new industry standard.

A motion was made by Representative Petrie to approve the project, seconded by Representative Thomas, and approved by unanimous roll call vote.

Mr. Cardwell reported two pool projects in excess of \$1 million dollars: the Justice and Public Safety Cabinet, Department of Criminal Justice Training, Schwendeman-Thompson HVAC and Building Systems project, \$1,535,500, funded from the Department of Criminal Justice Training 2020-2022 restricted fund maintenance pool; and the Finance and Administration Cabinet, Department for Facilities and Support Services, HVAC and Piping Phase Two project, \$2,200,000, funded from the Department for Facilities and Support Services 2020-2022 bond-funded maintenance pool.

Mr. Cardwell reported three information items that did not require committee action: two Fees-in-Lieu-of Stream Mitigation pool projects for the Tourism, Arts and Heritage Cabinet, Department of Fish and Wildlife Resources: Crow Creek project \$19,200,000; and East Fork Indian Repair project, \$1,500,000; and an amended Emergency Repair, Maintenance, or Replacement project in the amount of \$1,800,000 for the Tourism, Arts and Heritage Cabinet, Department of Parks, Fort Boonesborough Parkwide Flood Reconstruction project. The additional funding was requested by the Division of Engineering and Contract Administration as a result of increased equipment and material costs and the expanded scope of work due to damaged infrastructure.

Report from the Office of Financial Management Kentucky Infrastructure Authority Loans

Representative Thomas made a motion to roll the eight KIA loans into one roll call vote, seconded by Representative Petrie, and approved by unanimous voice vote.

Ms. Williams submitted eight KIA loans for the committee's approval: Fund A Loans-City of Elkton, Todd County (increase), 200,000; City of Hopkinsville, Christian County (increase), \$16,000,000; City of Sebree, Webster County (increase), \$1,153,164; Fund F Loans-City of Somerset, Pulaski County (increase), \$2,482,122; Cave Run Water Commission, Menifee County (increase), \$868,750; Morgan County Water District, \$3,262,000; and Letcher County Water and Sewer District, \$2,487,495 and \$4,000,000.

Representative Thomas made a motion to approve the eight KIA loans, seconded by Representative Petrie, and approved by unanimous roll call vote.

New Debt Issues

Representative Thomas made a motion to roll the two new debt issues into one roll call vote, seconded by Representative Freeland, and approved by unanimous voice vote.

Mr. Barrow reported two new debt issues: Kentucky Housing Corporation Single Revenue Refunding Bonds, Series 2021 A and B, \$59,600,000; and Northern Kentucky University General Receipts Refunding Bonds Series 2021 B, \$5,485,000.

Representative Thomas made a motion to approve the two new debt issues, seconded by Representative Petrie, and approved by unanimous roll call vote.

Previous Debt Issues

Mr. Barrow reported one previous debt issue: Kentucky Housing Corporation Conduit Multifamily Housing Revenue Bonds (330 Newtown Apartments), Series 2021, \$25,000,000.

School District Debt Issues with School Facilities Construction Debt Service

Representative Freeland moved to roll the five School Facilities Construction Commission (SFCC) school district debt issues into one roll call vote, and the motion was approved without objection.

Mr. Barrow reported five SFCC school district bond issues: New Project-Scott County, \$77,205,000; Refundings-Bowling Green Independent (Warren County), \$10,245,000; Lyon County, \$3,045,000; Scott County, \$17,725,000; and Webster County, \$4,635,000.

Representative Thomas made a motion to approve the SFCC school district debt issues, seconded by Representative Petrie, and approved by unanimous roll call vote.

Representative Petrie made a motion to change the October 21 meeting time to 2:00 PM, seconded by Representative Thomas, and approved without objection.

Representative Freeland announced the upcoming meeting at 2:00 PM on October 21. With there being no further business the meeting adjourned at 4:00 PM.

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF MORGAN)	
COUNTY WATER DISTRICT FOR THE ISSUANCE)	
OF A CERTIFICATE OF PUBLIC CONVENIENCE)	
AND NECESSITY TO CONSTRUCT A WATER)	CASE NO.
SYSTEM IMPROVEMENTS PROJECT AND AN)	2022-00245
ORDER AUTHORIZING THE ISSUANCE OF)	
SECURITIES PURSUANT TO THE PROVISIONS)	
OF KRS 278.020, KRS 278.300, AND 807 KAR)	
5:001)	

ORDER

On August 9, 2022, Morgan County Water District (Morgan District) filed an application pursuant to KRS 270.020, KRS 278.300, and 807 KAR 5:001, Section 15, seeking a Certificate of Public Convenience and Necessity (CPCN) to complete the second phase of its infrastructure improvement project designed to address its extensive water loss issues and for approval of a \$3.26 million in financing from Kentucky Infrastructure Authority (KIA) to fund the project.

Morgan District requested an expedited decision based on the construction bid expiration date and the January 7, 2023 expiration date for the KIA loan. No party requested intervention in this proceeding. Morgan District responded to two rounds of discovery. This matter now stands submitted for a decision by the Commission.

BACKGROUND

Morgan District was granted approval by the Commission for the first phase of the overall water system improvement project on April 26, 2021, in Case No. 2021-00146.¹ The first phase of the project primarily involved the replacement of waterlines, water meters, and service lines; installation of leak detection vaults throughout the system to locate leaks; and the acquisition of leak detection equipment.

In a separate proceeding, Morgan District was granted a water loss surcharge by the Commission to assist in reducing the utility's unaccounted-for water loss.² That surcharge is monitored in Case No. 2021-00206.³ Morgan District's most recent water loss report filed for October 2022 stated that its water loss for the month was 29.70 percent, which is consistent with its water loss for prior months. The amount of unaccounted-for water loss by Morgan District is in excess of the standard established in 807 KAR 5:066, Section of 15 percent for ratemaking purposes. Morgan District filed a water loss corrective action plan in surcharge monitoring case, Case No. 2021-00206, prepared by Nesbitt Engineering. Morgan District plans to reduce its unaccounted-for water loss by, among other things, identifying and replacing lines contributing to the high water loss and replacing aging meters. The proposed CPCN at issue in this case is

¹ Case No. 2021-00146, *Electronic Application of Morgan County Water District for a Certificate of Public Convenience and Necessity to Construct a System Improvements Project and an Order Approving a Change in Rates and Authorizing the Issuance of Securities Pursuant to KRS 278.023* (Ky. PSC Apr. 26, 2021).

² Case No. 2020-00386, *Electronic Application of Morgan County Water District for a Rate Adjustment Pursuant to 807 KAR 5:076* (Ky. PSC June 9, 2021), at 27 and 28.

³ Case No. 2021-00206, *Electronic Morgan County Water District's Unaccounted-For Water Loss Reduction Plan, Surcharge and Monitoring* (Ky. PSC June 9, 2021).

designed to assist in Morgan District's continued efforts to reduce its substantial water loss.

PROPOSED PROJECT

The second phase of the proposed water system improvements project includes replacement of aging lines and lines that have experienced a significant number of leak repairs.⁴ Additionally, Morgan District will continue the phase 1 meter replacement plan by replacing aging meters with 200 new radio read meters.⁵ The estimated capital cost for the waterline replacement is approximately \$3 million; the estimated capital cost for the radio read meters is \$263,700. The project will be funded through a \$3.26 million loan from KIA; \$1 million of the KIA loan principal will be forgiven.⁶ Morgan District issued a request for bids for the project; it provided the bid tabulations for the project.⁷

Under the proposed phase 2 project, approximately 12.7 miles of waterlines and appurtenances will be replaced along KY 191, KY 1000, Brushy Fork, and Heaven Brn Tr. Park. Morgan District asserted that replacement of these waterlines will substantially reduce the amount of unaccounted-for water loss. Morgan District stated that the waterlines to be replaced are at least 30 years old and that a substantial amount of water loss is a direct result of the age and poor condition of the waterlines.⁸ Morgan District estimated that the four waterlines are losing approximately 28 percent of the water going

⁴ Morgan District's Response to Commission Staff's First Request for Information (Staff's First Request) (filed on Sept. 22, 2022), Item 1.

⁵ Application, Exhibit A.

⁶ Application, Exhibit C.

⁷ Application, Exhibit H.

⁸ Morgan District's Response to Staff's First Request, Item 1.

through them due to their condition. The new waterlines have an expected useful life of at least 50 years.⁹

Morgan District examined reasonable, least cost alternatives to replacing the waterlines. According to Morgan District, the only feasible alternative to replacing the waterlines is to perform patchwork repairs to every leak. Morgan District projected that piecemeal repairs would cost approximately \$5,864 per repair of an estimated 12-24 repairs.¹⁰ Morgan District asserted that piecemeal repairs would only extend the useful life of the waterlines by about ten years at best and that the waterlines would need to be replaced at that time.¹¹

The proposed project also includes installing 200 new Sensus SR2 radio read meters to replace aging meters that are under-registering water usage and thereby, improve the accuracy of the readings from each meter. The current meters to be replaced are 14-16 years old,¹² with an expected remaining useful life of approximately seven years.¹³ Morgan District asserted that replacing the aging meters will improve its unaccounted-for water loss because the current aging meters are under-reporting water usage, and therefore don't account for actual water usage, which results in additional

⁹ Application, Exhibit I.

¹⁰ Morgan District's Response to Staff's Second Request for Information (Staff's Second Request) (filed Oct. 27, 2022), Item 4.

¹¹ Morgan District's Response to Staff's First Request, Item 2.

¹² Morgan District's Response to Staff's First Request, Item 5.

¹³ Morgan District's Response to Staff's Second Request, Item 7.

water loss to Morgan District.¹⁴ Morgan District maintained that installing new meters will allow it to bill customers more accurately and monitor usage more accurately.¹⁵

Morgan District considered the alternative of repairing or refurbishing the meters in lieu of replacement. Morgan District estimated the average cost of repairing or refurbishing each of the 200 meters would be at least \$75 per meter,¹⁶ or \$15,000 total, plus additional costs for labor, and the cost of purchasing and installing temporary replacement meters for use while repairs or refurbishments are being performed.¹⁷ Further, repairing or refurbishing the current meters would not substantially extend the useful life of the meters.¹⁸

PROPOSED FINANCING

Morgan District proposed to finance phase two of the project through a loan from Kentucky Infrastructure Authority (KIA).¹⁹ The loan is for \$3.26 million that will mature over a 30-year term with an interest rate of 0.25 percent per annum with an additional loan servicing fee of 0.25 percent of the outstanding loan balance payable as a part of each interest payment.²⁰ KIA will credit up to \$1,000,000 to the loan balance upon release of liens on all contracts and disbursement of the final draw request. Morgan District must maintain a 1.1 debt coverage ratio throughout the life of the KIA loan. KIA required a

¹⁴ Application, Exhibit A.

¹⁵ Morgan District's Response to Staff's First Request, Item 15.

¹⁶ Morgan District's Response to Staff's First Request, Item 13.

¹⁷ Morgan District's Response to Staff's First Request, Item 14.

¹⁸ Morgan District's Response to Staff's First Request, Items 13–16.

¹⁹ Application, Exhibit C.

²⁰ Application, Exhibit C, KIA Commitment Letter, Attachment A.

minimum rate for 2,000 gallons of \$31.27 and a minimum rate for 4,000 gallons of \$54.42 for financing the project.²¹ The rates required by KIA were based on its financial analysis from May 6, 2021. However, in Morgan District's last rate case, the Commission established a minimum rate of \$31.49 for 2,000 gallons and \$54.81 for 4,000 gallons, exceeding the rates required by KIA.²² Morgan District determined that no additional rate increase was required and stated that it did not propose to increase customer rates to finance the second phase of the project.²³

LEGAL STANDARD

No utility may construct or acquire any facility to be used in providing utility service to the public until it has obtained a CPCN from this Commission.²⁴ To obtain a CPCN, the utility must demonstrate a need for such facilities and an absence of wasteful duplication.²⁵

"Need" requires:

[A] showing of a substantial inadequacy of existing service, involving a consumer market sufficiently large to make it economically feasible for the new system or facility to be constructed or operated.

[T]he inadequacy must be due either to a substantial deficiency of service facilities, beyond what could be supplied by normal improvements in the ordinary course of business; or to indifference, poor management or disregard of the rights of consumers, persisting over such a period of time as to

²¹ Morgan District's Response to Staff's First Request, Item 18.

²² Case No. 2020-00386, *Morgan County Water District*, (Ky. PSC June 9, 2021) final Order at Appendix B.

²³ Morgan District's Response to Staff's First Request, Item 18.

²⁴ KRS 278.020(1). Although the statute exempts certain types of projects from the requirement to obtain a CPCN, the exemptions are not applicable.

²⁵ *Kentucky Utilities Co. v. Pub. Serv. Comm'n*, 252 S.W.2d 885 (Ky. 1952).

establish an inability or unwillingness to render adequate service.²⁶

"Wasteful duplication" is defined as "an excess of capacity over need" and "an excessive investment in relation to productivity or efficiency, and an unnecessary multiplicity of physical properties."²⁷ To demonstrate that a proposed facility does not result in wasteful duplication, the Commission has held that the applicant must demonstrate that a thorough review of all reasonable alternatives has been performed.²⁸ Although cost is a factor, selection of a proposal that ultimately costs more than an alternative does not necessarily result in wasteful duplication.²⁹ All relevant factors must be balanced.³⁰

KRS 278.300 requires Commission authorization before a utility may "issue any securities or evidence of indebtedness, or assume any obligation or liability in respect to the securities or evidence of indebtedness of any other person."³¹ KRS 278.300(3) establishes the legal standard and clarifies the scope of Commission review, stating:

The commission shall not approve any issue or assumption unless, after investigation of the purposes and uses of the proposed issue and proceeds thereof, or of the proposed assumption of obligation or liability, the commission finds that the issue or assumption is for some lawful object within the

²⁶ *Kentucky Utilities Co.*, 252 S.W.2d at 890.

²⁷ *Kentucky Utilities Co.*, 252 S.W.2d at 890.

²⁸ Case No. 2005-00142, *Joint Application of Louisville Gas and Electric Company and Kentucky Utilities Company for a Certificate of Public Convenience and Necessity for the Construction of Transmission Facilities in Jefferson, Bullitt, Meade, and Hardin Counties, Kentucky* (Ky. PSC Sept. 8, 2005), Order at 11.

²⁹ See *Kentucky Utilities Co. v. Pub. Serv. Comm'n*, 390 S.W.2d 168, 175 (Ky. 1965). See also Case No. 2005-00089, *Application of East Kentucky Power Cooperative, Inc. for a Certificate of Public Convenience and Necessity for the Construction of a 138 kV Electric Transmission Line in Rowan County, Kentucky* (Ky. PSC Aug. 19, 2005), Order at 6.

³⁰ Case No. 2005-00089, Aug. 19, 2005 Order at 6.

³¹ KRS 278.300(1).

corporate purposes of the utility, is necessary or appropriate for or consistent with the proper performance by the utility of its service to the public and will not impair its ability to perform that service, and is reasonably necessary and appropriate for such purpose.

DISCUSSION AND FINDINGS

Based upon the evidence of record and being otherwise sufficiently advised, the Commission finds that Morgan District demonstrated the need for the proposed project to reduce its unaccounted-for water loss and carry out the water loss reduction plan funded by a surcharge approved by the Commission in Case No. 2020-00386. As noted above, Morgan District has a water loss rate of 29.70 percent, which exceeds the maximum permitted amount of 15 percent for ratemaking purposes. The evidence of record indicates that the lines to be replaced experience a water loss of approximately 28 percent and are nearing the end of their useful life, and thus demonstrate a need for the replacement of the waterlines. Morgan District also demonstrated a need to replace aging meters, which are between 14-16 years old with reduced accuracy in registering water usage. The evidence of record supports the conclusion that replacing the aging meters will help Morgan District address underreading of water usage, thereby addressing the water loss rate.

The Commission further finds that Morgan District provided sufficient evidence that the proposed project will not result in wasteful duplication. According to the evidence of record, Morgan District has excessive water loss in the area in which it is proposing the new lines and has aging meters that are underreading customer water usage. The alternative to replacing the lines and the meters is to perform temporary, patchwork repairs which may slow down the rate of water loss temporarily. However, the repairs

would only delay for a few years the inevitable need for replacement of both the aging waterlines and the meters. While the repairs would be a lower short-term cost, they will not provide a long-term solution that will enable Morgan District to make substantial progress towards eliminating its water loss issues and thereby achieve solid financial footing.

Additionally, Morgan District currently operates about 3,000 Sensus SR2 meters with radio read capability and owns the necessary meter reading equipment for these meters. Replacing the 200 meters would not result in additional expenses beyond the cost of the meters.

For the reasons discussed above, the Commission finds that Morgan District established a need for the proposed project and that the project would not result in wasteful duplication, and therefore Morgan District's request for a CPCN should be granted to further Morgan District's efforts in reducing water loss

The Commission finds that the proposed financing satisfies the legal standards under KRS 278.300 and therefore should be approved. Morgan District is using the loan to address its water loss issues which is within its corporate purpose to provide adequate, efficient and reasonable service. Replacing aging waterlines and water meters to address the water loss is necessary and appropriate for and consistent with the proper performance by Morgan District of its service to the public. The proposed financing will not impair Morgan District's ability to perform that service, and is reasonable, necessary, and appropriate for such purposes.

IT IS THEREFORE ORDERED that:

1. Morgan District is granted a CPCN for the proposed project as submitted.

2. Morgan District's proposed plan of financing is approved.
3. Morgan District is authorized to execute the loan agreement with KIA and, under the terms of that Agreement, to borrow from KIA an amount not to exceed \$3.26 million, said amount to be repaid over 30 years with an interest rate of 0.25 percent per annum.
4. The proceeds from the loan agreement shall be used only for the purposes specified in Morgan District's application.
5. Morgan District shall obtain approval from the Commission prior to performing any additional construction not expressly authorized by this Order.
6. Notwithstanding ordering paragraphs 4 and 5, if surplus funds remain after the approved construction has been completed, Morgan District may use such surplus to replace additional lines or meters if KIA approves of the use and the additional construction, and it will not result in a change in Morgan District's rate for service. Morgan District shall provide written notice of this additional construction in accordance with 807 KAR 5:069. Section 4.
7. Morgan District shall file with the Commission documentation of the total costs of this project, including the cost of construction and all other capitalized costs (e.g., engineering, legal, and administrative), within 60 days of the date the construction is substantially completed. Construction costs shall be classified into appropriate plant accounts in accordance with the Uniform System of Accounts for water utilities prescribed by the Commission.
8. Morgan District shall file a copy of the "as-built" drawings and a certified statement from the engineer that the construction has been satisfactorily completed in

accordance with the contract plans and specifications within 60 days of substantial completion of the construction certified herein.

9. Morgan District shall require the construction to be inspected under the general supervision of a professional engineer with a Kentucky registration in civil or mechanical engineering to ensure that the construction work is done in accordance with the contract drawings and specifications and in conformance with the best practices of the construction trades involved in the project.

10. Morgan District shall notify the Commission in writing one week before the actual start of construction and at the 50 percent completion point.

11. Any documents filed in the future pursuant to ordering paragraphs 6, 7, 8, and 10 of this Order shall reference this case number and shall be retained in the utility's post-case correspondence file.

12. The Executive Director is delegated authority to grant reasonable extensions of time for filing of any documents required by this Order upon Morgan District's showing of good cause for such extension.

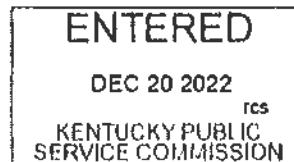
13. This case is closed and removed from the Commission's docket.

PUBLIC SERVICE COMMISSION


Chairman

Vice Chairman


Commissioner



ATTEST:


Executive Director

Case No. 2022-00245

*Shannon Elam
General Manager
Morgan County Water District
1009 Hwy 172
West Liberty, KY 41472

*Morgan County Water District
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West Liberty, KY 41472

*Ore C Maln, PE, MBA
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*Honorable W. Randall Jones
Attorney at Law
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Kentucky Home Trust Building
450 South Third Street
Louisville, KENTUCKY 40202



KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
kia.ky.gov

Sandy Williams
Deputy Executive Director

May 8, 2021

Linda Bradley, Chairman
Morgan County Water District
1009 Hwy 172
West Liberty, KY 41472

**KENTUCKY INFRASTRUCTURE AUTHORITY
FEDERALLY ASSISTED DRINKING WATER REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (F21-002)**

Dear Chairman:

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On May 6, 2021, the Authority approved your loan for the KY Hwy 191 Waterline Replacement Project - Phase 2 project subject to the conditions stated in Attachment A to this letter. The total cost of the project shall not exceed \$3,262,000, without prior authorization, of which the Authority is the sole source of the funding. The final loan amount will be equal to the Authority's portion of estimated project cost applied to the actual project cost. Attachment B incorporated herein by reference fully describes the project.

An Assistance Agreement will be executed between the Authority and the Morgan County Water District upon satisfactory performance of the conditions set forth in Attachment A. You must meet the conditions set forth in Attachment A and enter into an Assistance Agreement by May 7, 2022 (twelve months from the date of this letter). A one-time extension of up to six months may be granted for applicants that experience extenuating circumstances. Funds will be available for disbursement only after execution of the Assistance Agreement.

**TEAM
KENTUCKY**

An Equal Opportunity Employer M/F/D

Chairman
May 7, 2021
Page 2

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,



Sandy Williams
Deputy Executive Director

Attachments

cc: Jocelyn Gross, Gateway Area Development District
Nesbitt Engineering, Inc., Paul Nesbitt

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms along with the completed "Transparency Act Reporting Information Form". Complete the attached "Authorization for Electronic Deposit of Vendor Payment Form" and the "ACH Debit Authorization Form" and **return to the US Bank address at the bottom of each form**. Also included are the "Legal Counsel Certification Letter" sample and the "Statement of Approval of Projections of Revenue and Expenses" for you to complete at the appropriate time. These forms and an SRF loan checklist guide can be found in Attachment C of this letter.



Accepted

5/17/2021
Date

ATTACHMENT A

Conditions

Morgan County Water District F21-002

The Assistance Agreement and this commitment shall be subject, but not limited to, the following terms:

1. The Authority project loan shall not exceed \$3,262,000 without prior authorization.
2. Principal forgiveness of 50. % of the assistance amount, not to exceed \$1,000,000 will be credited to the loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the borrower.
3. The loan shall bear interest at the rate of .25 % per annum commencing with the first draw of funds.
4. Interest shall be payable on the unforgiven amount of actual funds received. The first payment shall be due on June 1, or December 1, immediately succeeding the date of the initial draw of funds, provided that if such June 1, or December 1, shall be less than three months since the date of the initial draw of funds, then the first interest payment date shall be the June 1, or December 1, which is at least six months from the date of the initial draw of funds. Interest payments will be due each six months thereafter until the loan is repaid. KIA requires the use of Automated Clearing House (ACH) debits for payment of all balances due on the loan. This will ensure that payments are credited timely to your account without the risk of incurring late payment fees. If the due date falls on a weekend or holiday your account will be debited on the next business day. Please complete and return the authorization form in Attachment C of this letter to U.S. Bank for processing.
5. Full principal payments will commence on the appropriate June 1, or December 1, within twelve months from initiation of operation. Full payments will be due each six months thereafter until the loan is repaid.
6. The loan shall be repaid over a period not to exceed 30 years from the date of initiation of operation for the project.
7. A loan servicing fee of 0.25% of the outstanding loan balance shall be payable to the Authority as a part of each interest payment.
8. Loan funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.

9. The Authority loan funds must be expended within six months of the official date of initiation of operation.
10. Fund "F" loan funds may be considered to be federal funds. OMB Circular A-133, "Audits of States, Local Governments and Non-Profit Organizations, requires that all recipients and sub-recipients **expending \$750,000 or more in a year in federal awards must have a single or program-specific audit conducted for that year** in accordance with the Circular. If the federal amount expended plus all other federal funds expended exceeds the threshold, you are required to arrange for an A-133 audit to be performed by an independent, licensed CPA, or in special cases, the Auditor of Public Accounts of the Commonwealth of Kentucky. Please note that the guidance for single audit requirements has changed for fiscal or calendar year 2016 audits. Please consult with your independent auditor as soon as possible to understand how the changes will affect you.
11. The Authority requires that an annual financial audit be provided for the life of the loan.
12. The final Assistance Agreement must be approved by ordinance or resolution, as applicable, of the city council or appropriate governing board.
13. The Borrower must maintain a 1.1 debt coverage ratio throughout the life of the KIA loan. All borrowers are subject to at least an annual financial review for compliance.

The following is a list of the standard conditions to be satisfied prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. Any required documentation must be submitted to the party designated.

1. The Authority to Award (bid) package must be submitted to the Division of Water for approval within 14 days of bid opening.
2. The Assistance Agreement must be executed within six (6) months from bid opening.
3. Documentation of final funding commitments from all parties other than the Authority as reflected in the credit analysis shall be provided prior to preparation of the Assistance Agreement and disbursement of the loan monies. Rejections of any anticipated project funding shall be immediately reported and may cause this loan to be subject to further consideration.
4. The loan must undergo review by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the State's execution of the Assistance Agreement. The committee meets monthly. Any special

conditions listed in Attachment B must be satisfied before the project is presented before the Committee.

5. Any required adjustment in utility service rates shall be adopted by ordinance, municipal order or resolution by the appropriate governing body of the Borrower. Public hearings as required by law shall be held prior to the adoption of the service rate ordinance, order, or resolution. Any required approvals by the Kentucky Public Service Commission shall be obtained.
6. The Borrower must complete and return the "Authorization for Electronic Deposit of Vendor Payment" form in Attachment C of this letter to U.S. Bank.
7. The Borrower must provide documentation of Eclearinghouse Endorsement and Eclearinghouse Comments.
8. Prior to the project bid, an environmental review shall be conducted by the Division of Water for all construction projects receiving State Revolving Funds ("SRF") money.
9. Technical plans and specifications and a complete SRF specifications checklist shall be approved by the Division of Water prior to project bid.
10. All easements or purchases of land shall be completed prior to commencement of construction. Clear Site Certification of all land or easement acquisitions shall be provided to the Division of Water. DOW representatives shall be notified for attendance of the pre-construction conference.
11. Project changes or additions deviating from the original scope of work described in the Project Profile may require a new or amended environmental review and change order review before they can be included in the SRF loan project.
12. The Borrower must provide certification from their legal counsel stating that they have prepared construction specifications in accordance with all applicable state or federal wage rate laws, and that the procurement procedures, including those for construction, land, equipment and professional services that are a part of the project, are in compliance with applicable federal, state and local procurement laws.
13. The Borrower shall implement the Kentucky Uniform System of Accounting (KUSoA), or an alternative approved by the Authority and assure that rates and charges for services are based upon the cost of providing such service.

Attachment A
May 7, 2021
Page 4

14. The Borrower shall comply with all Davis Bacon related monitoring and reporting and require all contractors to pay wages pursuant to applicable prevailing wage rates for all work relating to the subject Project.
15. The project shall comply with the reporting requirements of the Transparency Act, and shall complete the Transparency Act Reporting Information Form in Attachment C of this letter and provide to the Authority no later than 30 days after the KIA Board approval date of your loan.
16. Based on the final "as-bid" project budget, the Borrower must provide satisfactory proof, based on then existing conditions, that the revenue projections in the attached descriptions are still obtainable and that the projections of operating expenses have not materially changed. The "as bid" project budget shall be reviewed and approved by the consulting engineer.
17. The project shall comply with American Iron and Steel requirements of The Consolidated Appropriations Act of 2014 (H.R. 3547), which became effective January 17, 2014, unless engineering plans and specifications were approved by the Division of Water prior to the effective date.

Any special conditions stated in Attachment B must be resolved.

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE MORGAN COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE UP TO \$3,262,000 OF LOAN FUNDS FOR PROJECT NUMBER F21-002.

WHEREAS, the Board of Commissioners ("Governing Authority") of the Morgan County Water District ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the "Project") to the Governmental Agency's Water system (the "System");

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

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

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

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority regarding Project Number F21-002 substantially in the form on file with the Governmental Agency to provide the necessary financing to the Governmental Agency for the Project.

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

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

ADOPTED on January 9, 2023.

GOVERNMENTAL AGENCY:
MORGAN COUNTY WATER DISTRICT

By: Brian C. Guller
Chairman

ATTEST:

By: [Signature]
Secretary of Governmental Agency

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Morgan County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Commissioners of the Morgan County Water District at a meeting duly held on January 9, 2023; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this January 9, 2023.



Secretary of Governmental Agency

**MORGAN COUNTY WATER DISTRICT
Scheduled Board Meeting
Monday January, 09, 2023**

The scheduled monthly meeting of the Morgan County Water District was held on Monday January 09, 2023, beginning at 4:30 p.m. at the office. The following were in attendance: Board Members: Brian Wells, Zach Engle and Steve Gunnell, MCWD Staff: Shannon Elam, Chernell Holbrook and Alexis Branscum. Special Guest: Jocelyn Gross of Gateway ADD, Ora Main and Seth Melton of Nesbitt Engineering, Jamie Shields of F & M Construction Company. Prayer.

Brian called roll then called the meeting to order and welcomed all that was present. Brian called for a motion to approve the minutes from the December 12, 2022. Zach made a motion to approve the minutes and Steve seconded. Motion carried.

First on the agenda was the Hwy 191 Line Replacement Project. The Project was closed just today and we hope to get started soon.

Second on the agenda was the Water Line Extension Project. It has been submitted to the Division of Water for their review. We should be ready to bid in 3 to 4 months.

Third on the agenda was the New Office and Shop Project. Nothing new on this project. No further discussion.

Fourth on the agenda was the Annual Employee Evaluations. They have been completed and Shannon is doing the reviews. Further discussion next month.

Fifth on the agenda was the Update to the Employee Handbook. Shannon provided a handout with the changes he would like to make. The only correction to be made to the changes would be that the Merit Increases be changed to 5% instead of 10%. Brian called for a motion to approve the changes. Steve made a motion to approve and Zach seconded. Motion carried.

Sixth on the agenda was the approval of the new Purchasing and Procurement Policy and Resolution. Shannon provided a handout for review. Shannon introduced Alexis to the Board and explained to them her job duties. The Board decided they needed more time to review this policy. This will be held over till next month.

Seventh on the agenda was the Financial Management Policy. This will be held over till next month.

Eighth on the agenda was the signing of the Resolution for the KIA Assistant Agreement. Brian called for a motion to approve the Agreement. Zach made a motion and seconded by Steve. Motion carried. Jocelyn requested duplicates of all signed documents. On February 5th they will request the funds, but it could be as late as the 20th. Jocelyn is going to send a payment request. We will need another checking account set up for the Clean Water Act Project.

Ninth on the agenda was Eric Pelfrey. Eric came to discuss Lion Apparel located in Hazel Green. They are having problems with their current water supplier. They would like to purchase water from us. They believe we can provide a steady flow of clean water to their facility. They would like us to extend our line approximately 75 feet to their driveway. We will provide a quote for an 1 inch meter and a road bore. Eric gave Shannon a count of toilets and sinks they have in the building. Shannon asked Eric to find out what size meter they currently have.

REPORTING:

Water Loss: Annual water loss is at 34.45% our goal for next year is 25%.

Profit & Loss Reports: See handouts.

Collection Report: See handouts. We have recovered \$8,398.38 to date.

Service Orders Report: We have done 1740 workorders for this year.

Approval of Written Checks: Shannon told Zach that our Amazon credit card is finally settled. Shannon explained the Reno and Giovanni's checks. Brian asked

about the iPad Mini. Brian called for a motion to approve the checks. Steve made a motion and seconded by Zach. Motion carried.

Cut Off List: See handout.

List of Accounts: We made our Bond payment without having to borrow money. Zach asked about the Depreciation Fund. We are going to start putting money in there this year.

New Settings: We still have 28 meters to set for the Judges office.

Cut Off List: No
cut list. We did not cut anyone off in December.

Customer Count: 2961 for this month and 2978 for last month.

Next meeting: February 13th, 2023.

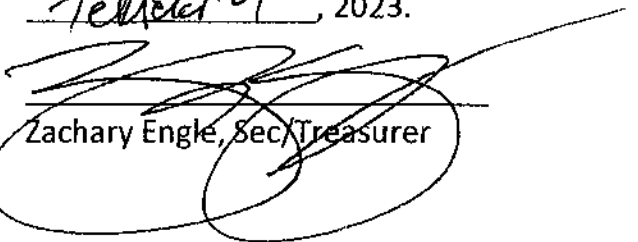
CLOSED SESSION:

Time in: 5:45

A Employee issue was discussed.

Adjournment time: 6:00

IN TESTIMONY WHEREOF, WITNESS MY SIGNATURE this 13th day of February, 2023.


Zachary Engle, Sec/Treasurer

**KENTUCKY INFRASTRUCTURE AUTHORITY
ASSISTANCE AGREEMENT**

FUND F

PROJECT NUMBER:	F21-002
GOVERNMENTAL AGENCY (Borrower):	Morgan County Water District
GOVERNMENTAL AGENCY'S ADDRESS:	1009 Highway 172 West Liberty, Kentucky 41472
DATE OF ASSISTANCE AGREEMENT:	January 9, 2023
CFDA NO:	66.468

ASSISTANCE AGREEMENT

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ASSISTANCE AGREEMENT

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

WITNESSETH

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

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

WHEREAS, the Program is funded in part, pursuant to the Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of November 1, 1998, as amended, supplemented or restated from time to time (the "Federal Agreement") under which the Authority is responsible for providing certain "match funding" described in the Federal Agreement; and

WHEREAS, the Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of February 1, 2000 (the "Indenture") between the Authority and U.S. Bank Trust Company, National Association, as the ultimate successor in interest to National City Bank of Kentucky (the "Trustee"), in order to provide the "match funding" for the Program; and

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

"Act" shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

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

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

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

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

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

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

"Cabinet" means the Energy and Environment Cabinet of the Commonwealth.

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

"Commonwealth" shall mean the Commonwealth of Kentucky.

"Construction" shall mean construction as defined in the Act.

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

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

"Drinking Water Supply Project" shall mean the planning, design and construction of drinking water treatment and distribution systems, including expenditures to address Federal Act health goals, or to address situations where compliance standards have been exceeded or to prevent future violations of rules, and may further include drinking water treatment plants, including basins for rapid mix, flocculation, coagulation, filtration, pre-treatment disinfection, and disinfection prior to entry to the distribution system; distribution systems; storage tanks; intake lines and short-term water storage; clearwells; drilled wells and wellhead areas; and any other structure or facility considered necessary by the Cabinet to the efficient and sanitary operation of a public water system and complies with the requirements of the Federal Act.

"Effective Date" means the date set forth on the cover page of this Assistance Agreement.

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

"Federal Act" shall mean the Federal Safe Drinking Water Act, as amended, 42 U.S.C. Section 1401, et seq.

"Federal Agreement" shall mean the Capitalization Grant Operating Agreement between the Authority and the U.S. Environmental Protection Agency dated as of November 1, 1998, as amended, supplemented or restated from time to time.

"Governmental Agency" shall mean any agency or unit of government within the Commonwealth, now having or hereafter granted the authority and power to finance, acquire, construct, and operate a Project, including specifically but not by way of limitation, incorporated cities, counties, including any counties containing a metropolitan sewer district, sanitation districts, water districts, public authorities, sewer construction districts, metropolitan sewer districts, sanitation taxing districts, and any other agencies, commissions, districts, or authorities (either

acting alone, or in combination with one another pursuant to any regional or area compact, or multi-municipal agreement), now or hereafter established pursuant to the laws of the Commonwealth having and possessing such described powers; and for the purposes of this Assistance Agreement shall mean the Governmental Agency identified on the front cover of this Assistance Agreement and in the Project Specifics.

"Indenture" shall mean the General Trust Indenture dated as of February 1, 2000 between the Authority and the Trustee, as amended and supplemented from time to time.

"Interagency Agreement" means the Memorandum of Understanding dated as of July 1, 1999 between the Authority and the Cabinet, as the same may be amended or supplemented from time to time.

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

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

"Loan Rate" means the rate per annum of interest identified in the Loan Term Schedule.

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

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

"Program" shall mean the program authorized by KRS 224A.1115 and the Indenture as the "federally assisted drinking water revolving fund" for financing Projects through Loans by the Authority to Governmental Agencies and shall not be deemed to mean or include any other programs of the Authority.

"Project" shall mean, when used generally, a Drinking Water Supply Project, and when used in specific reference to the Governmental Agency, the Project described in the Project Specifics.

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

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

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

"Schedule of Payments" means the debt service schedule of the Loan as set forth in the Loan Term Schedule.

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

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

"System" shall mean the water system owned and operated by the Governmental Agency of which the Project shall become a part.

"Trustee" shall mean U.S. Bank Trust Company, National Association, and its successors or assigns.

ARTICLE II REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Authority.

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

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

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

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

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

Section 2.2. Representations and Warranties of the Governmental Agency.

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

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

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

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

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

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

(F) Pursuant to the Resolution of the governing body, the Governmental Agency has approved and authorized the execution and delivery of this Assistance Agreement. Such Resolution was duly enacted or adopted at a duly called meeting, held in accordance with the law

of the governing body of the Governmental Agency at which a quorum was present and acting throughout; is in full force and effect; and has not been superseded, altered, amended or repealed as of the date hereof.

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

(H) The Governmental Agency has all licenses, permits and other governmental approvals (including but not limited to all required approvals of the Kentucky Public Service Commission) required to own, occupy, operate and maintain the System and the Project, to charge and collect the Service Charges, and to enter into this Assistance Agreement. The Governmental Agency is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the Project and has full right, power and authority to perform the acts and things as provided for in this Assistance Agreement.

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

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

(K) Project is consistent with the water supply plan developed pursuant to 401 KAR 4:220 for the county in which the Governmental Agency is located.

ARTICLE III AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1. Determination of Eligibility.

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

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

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

The outstanding principal balance of the Loan shall bear interest, payable on the Loan Payment Dates, at the Loan Rate identified in the Loan Term Schedule. Beginning on the

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

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

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

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

Section 3.3. Governmental Agency's Right to Prepay Loan.

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

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

Section 3.4. Subordination of Loan.

The Authority hereby agrees that, subject to compliance by the Governmental Agency with the covenants and conditions set forth in this Assistance Agreement, the source of payment for the Loan shall be inferior and subordinate to the security interest and source of payment for the Debt Obligations of the Governmental Agency payable from the revenues of the System outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics and all such

Debt Obligations that may hereafter be issued on a parity with the Debt Obligations identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.6(C) hereof.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(V) The Governmental Agency shall comply with all federal requirements applicable to the Loan (including those imposed by P.L. 113-76, Consolidated Appropriations Act, 2014 (the

"2014 Appropriations Act") and related Program policy guidelines) which the Governmental Agency understands includes, among other requirements, that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Governmental Agency has requested and obtained a waiver from the United States Environmental Protection Agency pertaining to the Project or (ii) the Authority has otherwise advised the Governmental Agency in writing that the American Iron and Steel Requirement is not applicable to the Project.

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

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

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

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

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

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

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

(D) That all real property or property rights required for the completion of the Project shall be obtained, by easement, purchase or other means acceptable to the Authority, prior to

commencement of construction and that the relocation of any Person resulting therefrom be in accordance with 49 CFR 24 for Uniform Relocation Assistance and Real Property Acquisition Act of 1970.

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

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

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

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

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

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

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

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

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

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

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

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

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

(O) That all measures required to minimize water pollution to affected waters shall be employed in the construction of the Project including compliance with Section 404 of PL 92-500,

as amended, it being understood that approval of the Project does not constitute sanction or approval of any changes or deviations from established water quality standards, criteria implementation dates, or dates established by enforcement proceedings.

Section 4.3. Disbursements of Funds; Requisition for Funds.

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

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

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

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

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

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

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

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

Section 5.1. Imposition of Service Charges.

The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Assistance Agreement, pursuant to which the Loan

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

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

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

Section 5.3. Covenant to Adjust Service Charges.

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

Section 5.4. Adequacy of Service Charges.

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

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

Section 5.5. Covenant to Establish Maintenance and Replacement Reserve.

The Governmental Agency shall establish a special account identified as a "Maintenance and Replacement Reserve". The Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to the amount set forth in the Project Specifics at the times set forth in the Project Specifics. Funds in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the System or for the unbudgeted costs of replacing worn or obsolete portions of the System, subject to approval of the Authority.

Section 5.6. Reports; Inspection.

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

(A) That it will furnish to the Authority and the Cabinet not less than annually reports of the operations and income and revenues of the System and will permit authorized agents of the Authority to inspect all records, accounts and data of the System at all reasonable times.

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

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

Section 5.7. Segregation of Funds.

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

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

Section 6.1. Further Assurance.

At any time and all times the Governmental Agency shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Governmental Agency may hereafter become bound to pledge or assign.

Section 6.2. Completion of Project.

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

Section 6.3. Establishment of Completion Date.

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

Section 6.4. Commitment to Operate.

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

Section 6.5. Continue to Operate.

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

Section 6.6. Tax Covenant.

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

Section 6.7. Accounts and Reports.

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

Section 6.8. Audit Requirements.

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

Section 6.9. General Compliance with all Duties.

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

Section 6.10. System Not to Be Disposed Of.

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

Section 6.11. Further Covenants under the Federal Agreement.

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

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

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

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

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

(1) Federal Cross-Cutters

Environmental Authorities

- (a) Archeological and Historic Preservation Act of 1974, Pub. L. 86-523, as amended
- (b) Clean Air Act, Pub. L. 84-159, as amended
- (c) 40 CFR 35.3580 (and Appendix A to Subpart L) – NEPA – Like State Environmental Review Process
- (d) Environmental Justice, Executive Order 12898
- (e) Floodplain Management, Executive Order 11988 as amended by Executive Order 12148
- (f) Protection of Wetlands, Executive Order 11990
- (g) Farmland Protection Policy Act, Pub. L. 97-98
- (h) Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- (i) National Historic Preservation Act of 1966, PL 89-665, as amended
- (j) Safe Drinking Water Act, Pub. L. 93-523, as amended
- (k) Wild and Scenic Rivers Act, Pub. L. 90-542, as amended

Economic and Miscellaneous Authorities

- (a) Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372
- (b) Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans.

- (c) Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended
- (d) Debarment and Suspension, Executive Order 12549

Social Policy Authorities

- (a) Age Discrimination Act of 1975, Pub. L. 94-135
- (b) Title VI of the Civil Rights Act of 1964, Pub. L. 88-352
- (c) Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act)
- (d) Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250)
- (e) Equal Employment Opportunity, Executive Order 11246
- (f) Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432
- (g) Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590

(2) State:

- (a) KRS 151
- (b) KRS 224
- (c) KRS 224A.1115 Federally Assisted Drinking Water Revolving Fund
- (d) KRS Chapter 337, Labor Laws
- (e) 401 KAR Chapter 8

Section 6.12. Continuing Disclosure Obligation.

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

Section 6.13. General.

The Governmental Agency 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 Governmental Agency under the provisions of the Act and this Assistance Agreement in accordance with the terms of such provisions including the Additional Covenants and Agreements, if any, set forth in **Exhibit G** hereto.

ARTICLE VII
MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain System.

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

Section 7.2. Additions and Improvements.

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

Section 7.3. Compliance with State and Federal Standards.

The Governmental Agency agrees that it will at all times provide operation and maintenance of the System to comply with the water quality standards, if any, established by any state or federal agency. The Governmental Agency agrees that qualified operating personnel properly certified by the Commonwealth will be retained to operate the System during the entire term of this Assistance Agreement.

Section 7.4. Access to Records.

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

Section 7.5. Covenant to Insure - Casualty.

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

Section 7.6. Authority as Named Insured.

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

Section 7.7. Covenant to Insure - Liability.

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

Section 7.8. Covenant Regarding Worker's Compensation.

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

Section 7.9. Application of Casualty Insurance Proceeds.

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

Section 7.10. Eminent Domain.

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

condemnation award account and shall be applied by the Governmental Agency in either or both of the following ways, as shall be determined by the Governmental Agency in its sole discretion:

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

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

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

Section 7.11. Flood Insurance.

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

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES

Section 8.1. Events of Default Defined.

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

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

(B) Failure by the Governmental Agency to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental

Agency by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until such failure is corrected.

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

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

Section 8.2. Remedies on Default.

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

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

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

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

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

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

Section 8.3. Appointment of Receiver.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Authority under this Assistance Agreement, the Authority shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the System and all receipts therefrom, pending such proceedings, with such power as the court making such appointment shall confer, provided, however, that the Authority may, with

or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 8.4. No Remedy Exclusive.

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

Section 8.5. Consent to Powers of Authority Under Act.

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

Section 8.6. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

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

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

**ARTICLE IX
MISCELLANEOUS PROVISIONS**

Section 9.1. Approval not to be Unreasonably Withheld.

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

Section 9.2. Approval.

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

Section 9.3. Effective Date.

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

Section 9.4. Binding Effect.

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

Section 9.5. Severability.

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

Section 9.6. Assignability.

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

Section 9.7. Execution in Counterparts.

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

Section 9.8. Applicable Law.

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

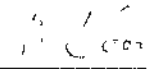
Section 9.9. Captions.

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

[Signature Page Follows]

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

KENTUCKY INFRASTRUCTURE
AUTHORITY

By: 
Chairman

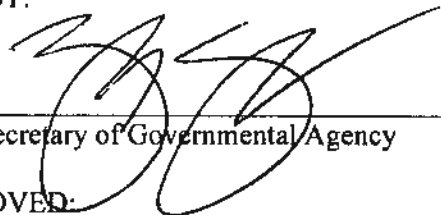
ATTEST:

By: Margaret F. Link
Secretary of Kentucky Infrastructure Authority

GOVERNMENTAL AGENCY:
MORGAN COUNTY WATER DISTRICT

By: Brian C. Miller
Chairman

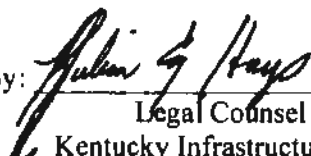
ATTEST:

By: 
Secretary of Governmental Agency

APPROVED:

By: Holly Johnson
Secretary/Finance and Administration
Cabinet of the Commonwealth of Kentucky

EXAMINED:

By: 
Legal Counsel to the ~~WTE~~
Kentucky Infrastructure Authority

APPROVED AS TO FORM AND
LEGALITY:

By: Patrick McGee
Approved, Finance and
Administration Cabinet

EXHIBIT A
PROJECT SPECIFICS

EXHIBIT A
MORGAN COUNTY WATER DISTRICT
PROJECT SPECIFICS
F21-002

GOVERNMENTAL AGENCY:

Name: Morgan County Water District
1009 Hwy 172
West Liberty, KY 41472

Contact: Linda Bradley
Person: Chairman

SYSTEM: Water

PROJECT:

The KY Hwy 191 Waterline Replacement Project will replace the existing aging (30+ years old) waterlines along KY Hwy 191, Red Bird Lane, Barker Branch Road, CR 1221, Bigstaff Branch Road, CR 1000, Morris Cemetery Rd, KY 1162, and Stinson Branch Road with new 3", 4", 6", and 8" PVC piping. This will assist the District in reducing the extremely high water loss they are currently experiencing due to waterline breaks and faulty water meters. In addition to waterline replacement, approximately one third of the Morgan County Water District's water meters will be replaced and upgraded to the newest transmitter system available.

PROJECT BUDGET:

	<u>Total</u>
Administrative Expenses	\$ 40,000
Legal Expenses	5,000
Planning	10,000
Engineering Fees - Design	164,500
Engineering Fees - Construction	41,000
Engineering Fees - Inspection	115,700
Engineering Fees - Other	41,000
Construction	2,576,800
Contingency	258,000
Other	10,000
Total	\$ 3,262,000

FUNDING SOURCES:

	<u>Amount</u>	<u>%</u>
Fund F Loan	\$ 3,262,000	100%
Total	\$ 3,262,000	100%

KIA DEBT SERVICE:

Construction Loan	\$ 3,262,000
Less: Principal Forgiveness	1,000,000
Amortized Loan Amount	\$ 2,262,000
Interest Rate	0.25%
Loan Term (Years)	30
Estimated Annual Debt Service	\$ 78,310
Administrative Fee (0.25%)	5,655
Total Estimated Annual Debt Service	\$ 83,965

AMORTIZATION SCHEDULE OF PAYMENTS: June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 06/01/23)

Full principal and interest payments will commence within one year of initiation of operation (estimated 06/01/24). All interest and principal repayments shall be made by Automated Clearing House "ACH" transfers.

IF APPLICABLE:

Principal forgiveness of 50% of the assistance amount, not to exceed \$1,000,000 will be credited to the loan balance upon release of liens on all contracts and disbursement of the final draw request by KIA to the borrower.

REPLACEMENT AND MAINTENANCE RESERVE ACCOUNT:	\$	8,200	ANNUAL AMOUNT
	\$	164,000	TOTAL AMOUNT

The annual maintenance replacement cost is 5% (\$164,000) of the final amount borrowed (prior to principal forgiveness) to be funded annually (\$8,200) each December 1 over 20 years and maintained for the life of the loan.

ADMINISTRATIVE FEE:	0.25%
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DEFAULT RATE:	8.00%
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DEBT OBLIGATIONS CURRENTLY OUTSTANDING:

	<u>Outstanding</u>	<u>Maturity</u>
Bonds, Series 2001	\$ 231,000	2040
Bonds, Series 2006	829,000	2045
Bonds, Series 2008	1,271,890	2048
KRWFC Bonds, Series 2016D	1,250,000	2042
Bank of the Mountains	30,000	2020
Total	\$ 3,611,890	

LIABILITY INSURANCE COVERAGE:

Death or Personal Injury (per person)	<u>See attached</u>
Death or Personal Injury (per occurrence)	<u>See attached</u>
Property Damage on System	<u>See attached</u>

Kentucky Association of Counties

All Lines Fund

400 Englewood Drive
Frankfort, KY 40601
Declarations Page

Policy Number P&C0603
Insured Name and Address

Morgan County Water District
1009 New Highway 172
West Liberty, KY 41472

Policy Period: 7/1/2022 to 7/1/2023
For customer service please call
(800)264-5226

Issued: 05/26/2022

Business Description Utilities

Agent: Sue Porter

In return for the payment of the premium, and subject to all the terms of the policy, we agree to provide the insurance stated in the binder.

Coverage			Deductible
General Liability (Per OCC/AGG)	1,000,000	3,000,000	500
Law Enforcement (Per OCC/AGG)	NCD	NCD	NCD
Errors/Omissions (Per OCC/AGG)	NCD	NCD	NCD
Employment Practices (Per claim / AGG)	NCD	NCD	NCD
Cyber Liability (Per claim / AGG) Retroactive Date: 07/01/2015	See Policy	See Policy	2,500
Auto Liability (CSL)	1,000,000		0
Auto Comprehensive	ACV		500
Auto Collision	ACV		500
P.I.P. (No Fault)	10,000		0
Under Insured/Un-Insured	60,000		0
Non Owned Auto Coverage	Primary		
Property/Buildings	As Per Statement on File		500
Personal Property	As Per Statement on File		500
Boiler & Machinery	15,000,000		1,000
Inland Marine & EDP	As Per Statement on File		500
Business Income	500,000	500,000	0
Flood	1,000,000	1,000,000	0
Earthquake	See Policy	See Policy	25,000
Crime (Other than Employee Dishonesty)	150,000		500
Employee Dishonesty (Policy #: CIC1964)	150,000		250
Legal Defense Coverage	50,000		0

Authorized
Representative



Date 5/26/2022

EXHIBIT B

REQUEST FOR PAYMENT AND PROJECT STATUS REPORT

Borrower: _____

WX/SX Number: _____

KIA Loan #

Draw Number _____

Date: _____

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

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

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

Funds Requested: _____

Project Budget and Expenses

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

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

Project Funding

Funding Agency	Expenses This Request	Expenses to Date	Project Budget	Balance
1				
2				
3				
4				
5				
6				
7				
8				
9				

10
11
12

TOTAL

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

Borrower Signature: _____

Project Administrator: _____

Draw # _____

STATUS REPORT:

PROJECT IS:

On schedule

Ahead of schedule

Behind schedule

If ahead or behind, please explain

PROJECT EXPENSES THIS DRAW REQUEST

(Include Invoices for Expenses Listed Below)

Line Item	Draw #	Vender	Amount
------------------	---------------	---------------	---------------

**CERTIFICATE OF CONSULTING ENGINEERS AS TO
PAYMENT REQUEST**

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Agency submitting this request in connection with the "Eligible Project" and that all expenses represented in this request were duly incurred for the Construction of the "Project," that the Authority's funding share of these expenses is accurately represented and that such expenses have not been the subject of any request for disbursement previously submitted.

Engineer/Architect

Firm Name

EXHIBIT C

SCHEDULE OF SERVICE CHARGES

(See Attached)

FOR Morgan County, Kentucky
Community, Town or City

Morgan County Water District
(Name of Utility)

P.S.C. KY. NO. 3
4th Revision SHEET NO. 4

CANCELLING P.S.C. KY.NO. 2

3rd Revision SHEET NO. 4

SECTION I. RATES AND CHARGES:

A. MONTHLY RATES

5/8" x 3/4" Meter

First 2,000 gallons
Next 3,000 gallons
Next 5,000 gallons
Next 5,000 gallons
Over 15,000 gallons

\$31.89 minimum bill
0.01186 per gallon
0.01100 per gallon
0.01015 per gallon
0.00929 per gallon

1" Meter

First 5,000 gallons
Next 5,000 gallons
Next 5,000 gallons
Over 15,000 gallons

\$67.62 minimum bill
0.01100 per gallon
0.01015 per gallon
0.00929 per gallon

2" Meter

First 15,000 gallons
Over 15,000 gallons

\$171.93 minimum bill
0.00929 per gallon

6" Inch Meter

First 100,000 gallons
All Over 100,000 gallons

\$963.03 minimum bill
0.00929 per gallon

WHOLESALE WATER RATE:

Emergency Use

City of Frenchburg

\$0.00548 per gallon

Permanent Sales

City of Campton

\$0.00452 per gallon (R)

Water Loss Surcharge

\$5.87 per meter per month

DATE OF ISSUE July 17 2022

Month / Date / Year

DATE EFFECTIVE July 17 2022

Month / Date / Year

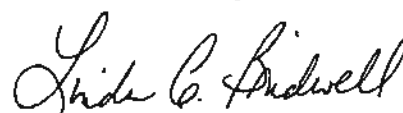
ISSUED BY /s/ Brian Wells

TITLE Chairperson

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. _____ DATED _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

7/17/2022

PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

EXHIBIT D

RESOLUTION

A RESOLUTION APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE MORGAN COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY TO PROVIDE UP TO \$3,262,000 OF LOAN FUNDS FOR PROJECT NUMBER F21-002.

WHEREAS, the Board of Commissioners ("Governing Authority") of the Morgan County Water District ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements (the "Project") to the Governmental Agency's Water system (the "System");

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

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

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

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority regarding Project Number F21-002 substantially in the form on file with the Governmental Agency to provide the necessary financing to the Governmental Agency for the Project.

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

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

ADOPTED on January 9, 2023.

GOVERNMENTAL AGENCY:
MORGAN COUNTY WATER DISTRICT

By: _____
Chairman

ATTEST:

By: _____
Secretary of Governmental Agency

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Morgan County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Commissioners of the Morgan County Water District at a meeting duly held on January 9, 2023; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.823; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this January 9, 2023.

Secretary of Governmental Agency

EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Agency]

January 9, 2023

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

Re: Assistance Agreement by and between Kentucky Infrastructure Authority and the Morgan County Water District, regarding Project Number: F21-002.

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 Morgan County Water District ("the Governmental Agency"). I am familiar with the organization and existence of the Governmental Agency and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the drinking water supply project (the "Project") with respect to which the Assistance Agreement dated the date hereof by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency (the "Assistance Agreement") is being authorized, executed and delivered.

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

Based upon my review I am of the opinion that:

1) The Governmental Agency is a duly organized and existing municipal corporation and political subdivision of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

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

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

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

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

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

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

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

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

Very truly yours,

EXHIBIT F

LOAN TERM SCHEDULE

Principal Amount of Loan:	\$3,262,000
Loan Interest Rate:	0.25%
Default Interest Rate:	8.00%
Authority's Administrative Fee:	0.25%
Loan Payment Dates:	Each June 1 and December 1
Amortization Commencement Date:	June 1, 2024
Schedule of Payments:	see attached

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

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

KENTUCKY INFRASTRUCTURE AUTHORITY
 ANTICIPATED REPAYMENT SCHEDULE
 LOAN #F21-002
 MORGAN COUNTY WATER DISTRICT

Original Loan Amount \$ 3,262,000.00
 Principal Forgiveness \$ (1,000,000.00)
 Repayment Amount \$ 2,262,000.00

0.25% Interest
 \$39,154.97 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
								\$2,262,000.00		
06/01/24	\$36,327.47	\$2,827.50	0.25%	\$39,154.97	\$2,827.50	\$0.00	\$41,982.47	\$2,225,672.53	\$0.00	\$0.00
12/01/24	\$36,372.88	\$2,782.09	0.25%	\$39,154.97	\$2,782.09	\$0.00	\$41,937.06	\$2,189,299.65	\$8,200.00	\$8,200.00
06/01/25	\$36,418.35	\$2,736.62	0.25%	\$39,154.97	\$2,736.62	\$0.00	\$41,891.59	\$2,152,881.30	\$0.00	\$8,200.00
12/01/25	\$36,463.87	\$2,691.10	0.25%	\$39,154.97	\$2,691.10	\$0.00	\$41,846.07	\$2,116,417.43	\$8,200.00	\$16,400.00
06/01/26	\$36,509.45	\$2,645.52	0.25%	\$39,154.97	\$2,645.52	\$0.00	\$41,800.49	\$2,079,907.98	\$0.00	\$16,400.00
12/01/26	\$36,555.09	\$2,599.88	0.25%	\$39,154.97	\$2,599.88	\$0.00	\$41,754.85	\$2,043,352.89	\$8,200.00	\$24,600.00
06/01/27	\$36,600.78	\$2,554.19	0.25%	\$39,154.97	\$2,554.19	\$0.00	\$41,709.16	\$2,006,752.11	\$0.00	\$24,600.00
12/01/27	\$36,646.53	\$2,508.44	0.25%	\$39,154.97	\$2,508.44	\$0.00	\$41,663.41	\$1,970,105.58	\$8,200.00	\$32,800.00
06/01/28	\$36,692.34	\$2,462.63	0.25%	\$39,154.97	\$2,462.63	\$0.00	\$41,617.60	\$1,933,413.24	\$0.00	\$32,800.00
12/01/28	\$36,738.20	\$2,416.77	0.25%	\$39,154.97	\$2,416.77	\$0.00	\$41,571.74	\$1,896,675.04	\$8,200.00	\$41,000.00
06/01/29	\$36,784.13	\$2,370.84	0.25%	\$39,154.97	\$2,370.84	\$0.00	\$41,525.81	\$1,859,890.91	\$0.00	\$41,000.00
12/01/29	\$36,830.11	\$2,324.86	0.25%	\$39,154.97	\$2,324.86	\$0.00	\$41,479.83	\$1,823,060.80	\$8,200.00	\$49,200.00
06/01/30	\$36,876.14	\$2,278.83	0.25%	\$39,154.97	\$2,278.83	\$0.00	\$41,433.80	\$1,786,184.66	\$0.00	\$49,200.00
12/01/30	\$36,922.24	\$2,232.73	0.25%	\$39,154.97	\$2,232.73	\$0.00	\$41,387.70	\$1,749,262.42	\$8,200.00	\$57,400.00
06/01/31	\$36,968.39	\$2,186.58	0.25%	\$39,154.97	\$2,186.58	\$0.00	\$41,341.55	\$1,712,294.03	\$0.00	\$57,400.00
12/01/31	\$37,014.60	\$2,140.37	0.25%	\$39,154.97	\$2,140.37	\$0.00	\$41,295.34	\$1,675,279.43	\$8,200.00	\$65,600.00
06/01/32	\$37,060.87	\$2,094.10	0.25%	\$39,154.97	\$2,094.10	\$0.00	\$41,249.07	\$1,638,218.56	\$0.00	\$65,600.00
12/01/32	\$37,107.20	\$2,047.77	0.25%	\$39,154.97	\$2,047.77	\$0.00	\$41,202.74	\$1,601,111.36	\$8,200.00	\$73,800.00
06/01/33	\$37,153.58	\$2,001.39	0.25%	\$39,154.97	\$2,001.39	\$0.00	\$41,156.36	\$1,563,957.78	\$0.00	\$73,800.00
12/01/33	\$37,200.02	\$1,954.95	0.25%	\$39,154.97	\$1,954.95	\$0.00	\$41,109.92	\$1,526,757.76	\$8,200.00	\$82,000.00
06/01/34	\$37,246.52	\$1,908.45	0.25%	\$39,154.97	\$1,908.45	\$0.00	\$41,063.42	\$1,489,511.24	\$0.00	\$82,000.00
12/01/34	\$37,293.08	\$1,861.89	0.25%	\$39,154.97	\$1,861.89	\$0.00	\$41,016.86	\$1,452,218.16	\$8,200.00	\$90,200.00
06/01/35	\$37,339.70	\$1,815.27	0.25%	\$39,154.97	\$1,815.27	\$0.00	\$40,970.24	\$1,414,878.46	\$0.00	\$90,200.00
12/01/35	\$37,386.37	\$1,768.60	0.25%	\$39,154.97	\$1,768.60	\$0.00	\$40,923.57	\$1,377,492.09	\$8,200.00	\$98,400.00
06/01/36	\$37,433.10	\$1,721.87	0.25%	\$39,154.97	\$1,721.87	\$0.00	\$40,876.84	\$1,340,058.99	\$0.00	\$98,400.00
12/01/36	\$37,479.90	\$1,675.07	0.25%	\$39,154.97	\$1,675.07	\$0.00	\$40,830.04	\$1,302,579.09	\$8,200.00	\$106,600.00
06/01/37	\$37,526.75	\$1,628.22	0.25%	\$39,154.97	\$1,628.22	\$0.00	\$40,783.19	\$1,265,052.34	\$0.00	\$106,600.00
12/01/37	\$37,573.65	\$1,581.32	0.25%	\$39,154.97	\$1,581.32	\$0.00	\$40,736.29	\$1,227,478.69	\$8,200.00	\$114,800.00
06/01/38	\$37,620.62	\$1,534.35	0.25%	\$39,154.97	\$1,534.35	\$0.00	\$40,689.32	\$1,189,858.07	\$0.00	\$114,800.00
12/01/38	\$37,667.65	\$1,487.32	0.25%	\$39,154.97	\$1,487.32	\$0.00	\$40,642.29	\$1,152,190.42	\$8,200.00	\$123,000.00
06/01/39	\$37,714.73	\$1,440.24	0.25%	\$39,154.97	\$1,440.24	\$0.00	\$40,595.21	\$1,114,475.69	\$0.00	\$123,000.00
12/01/39	\$37,761.88	\$1,393.09	0.25%	\$39,154.97	\$1,393.09	\$0.00	\$40,548.06	\$1,076,713.81	\$8,200.00	\$131,200.00
06/01/40	\$37,809.08	\$1,345.89	0.25%	\$39,154.97	\$1,345.89	\$0.00	\$40,500.86	\$1,038,904.73	\$0.00	\$131,200.00
12/01/40	\$37,856.34	\$1,298.63	0.25%	\$39,154.97	\$1,298.63	\$0.00	\$40,453.60	\$1,001,048.39	\$8,200.00	\$139,400.00
06/01/41	\$37,903.66	\$1,251.31	0.25%	\$39,154.97	\$1,251.31	\$0.00	\$40,406.28	\$963,144.73	\$0.00	\$139,400.00
12/01/41	\$37,951.04	\$1,203.93	0.25%	\$39,154.97	\$1,203.93	\$0.00	\$40,358.90	\$925,193.69	\$8,200.00	\$147,600.00
06/01/42	\$37,998.48	\$1,156.49	0.25%	\$39,154.97	\$1,156.49	\$0.00	\$40,311.46	\$887,195.21	\$0.00	\$147,600.00
12/01/42	\$38,045.98	\$1,108.99	0.25%	\$39,154.97	\$1,108.99	\$0.00	\$40,263.96	\$849,149.23	\$8,200.00	\$155,800.00
06/01/43	\$38,093.53	\$1,061.44	0.25%	\$39,154.97	\$1,061.44	\$0.00	\$40,216.41	\$811,055.70	\$0.00	\$155,800.00
12/01/43	\$38,141.15	\$1,013.82	0.25%	\$39,154.97	\$1,013.82	\$0.00	\$40,168.79	\$772,914.55	\$8,200.00	\$164,000.00
06/01/44	\$38,188.83	\$966.14	0.25%	\$39,154.97	\$966.14	\$0.00	\$40,121.11	\$734,725.72	\$0.00	\$164,000.00
12/01/44	\$38,236.56	\$918.41	0.25%	\$39,154.97	\$918.41	\$0.00	\$40,073.38	\$696,489.16	\$0.00	\$164,000.00
06/01/45	\$38,284.36	\$870.61	0.25%	\$39,154.97	\$870.61	\$0.00	\$40,025.58	\$658,204.80	\$0.00	\$164,000.00

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
12/01/45	\$38,332.21	\$822.76	0.25%	\$39,154.97	\$822.76	\$0.00	\$39,977.73	\$619,872.59	\$0.00	\$164,000.00
06/01/46	\$38,380.13	\$774.84	0.25%	\$39,154.97	\$774.84	\$0.00	\$39,929.81	\$581,492.46	\$0.00	\$164,000.00
12/01/46	\$38,428.10	\$726.87	0.25%	\$39,154.97	\$726.87	\$0.00	\$39,881.84	\$543,064.36	\$0.00	\$164,000.00
06/01/47	\$38,476.14	\$678.83	0.25%	\$39,154.97	\$678.83	\$0.00	\$39,833.80	\$504,588.22	\$0.00	\$164,000.00
12/01/47	\$38,524.23	\$630.74	0.25%	\$39,154.97	\$630.74	\$0.00	\$39,785.71	\$466,063.99	\$0.00	\$164,000.00
06/01/48	\$38,572.39	\$582.58	0.25%	\$39,154.97	\$582.58	\$0.00	\$39,737.55	\$427,491.60	\$0.00	\$164,000.00
12/01/48	\$38,620.61	\$534.36	0.25%	\$39,154.97	\$534.36	\$0.00	\$39,689.33	\$388,870.99	\$0.00	\$164,000.00
06/01/49	\$38,668.88	\$486.09	0.25%	\$39,154.97	\$486.09	\$0.00	\$39,641.06	\$350,202.11	\$0.00	\$164,000.00
12/01/49	\$38,717.22	\$437.75	0.25%	\$39,154.97	\$437.75	\$0.00	\$39,592.72	\$311,484.89	\$0.00	\$164,000.00
06/01/50	\$38,765.61	\$389.36	0.25%	\$39,154.97	\$389.36	\$0.00	\$39,544.33	\$272,719.28	\$0.00	\$164,000.00
12/01/50	\$38,814.07	\$340.90	0.25%	\$39,154.97	\$340.90	\$0.00	\$39,495.87	\$233,905.21	\$0.00	\$164,000.00
06/01/51	\$38,862.59	\$292.38	0.25%	\$39,154.97	\$292.38	\$0.00	\$39,447.35	\$195,042.62	\$0.00	\$164,000.00
12/01/51	\$38,911.17	\$243.80	0.25%	\$39,154.97	\$243.80	\$0.00	\$39,398.77	\$156,131.45	\$0.00	\$164,000.00
06/01/52	\$38,959.81	\$195.16	0.25%	\$39,154.97	\$195.16	\$0.00	\$39,350.13	\$117,171.64	\$0.00	\$164,000.00
12/01/52	\$39,008.51	\$146.46	0.25%	\$39,154.97	\$146.46	\$0.00	\$39,301.43	\$78,163.13	\$0.00	\$164,000.00
06/01/53	\$39,057.27	\$97.70	0.25%	\$39,154.97	\$97.70	\$0.00	\$39,252.67	\$39,105.86	\$0.00	\$164,000.00
12/01/53	\$39,105.86	\$49.11	0.25%	\$39,154.97	\$48.88	\$0.00	\$39,203.85	\$0.00	\$0.00	\$164,000.00
Totals	\$2,262,000.00	\$87,298.20		\$2,349,298.20	\$87,297.97	\$0.00	\$2,436,596.17		\$164,000.00	

Created by KIA on 01/03/2023

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENTS

- (A) Unless otherwise agreed to by the Authority, all Loan proceeds shall be expended by the Governmental Agency no later than six months after the initiation of operation of the Project.

GENERAL CLOSING CERTIFICATE OF MORGAN COUNTY WATER DISTRICT

Re: Assistance Agreement between the Kentucky Infrastructure Authority ("KIA") and Morgan County Water District (the "Governmental Agency") regarding Project Number: F21-002.

In connection with the above-captioned Assistance Agreement (the "Assistance Agreement"), the Governmental Agency, through its undersigned duly authorized officer hereby certifies, represents, warrants and covenants as follows:

1. No event of default exists, or with the passage of time will exist, under the Assistance Agreement and the representations and warranties set forth in the Assistance Agreement are true and correct as of the date hereof.

2. The Governmental Agency has examined and is familiar with proceedings of the governing body of the Governmental Agency approving the Assistance Agreement and authorizing its negotiation, execution and delivery and such proceedings were duly enacted or adopted at a meeting of the governing body of the Governmental Agency at which a quorum was present and acting throughout; such proceedings are in full force and effect and have not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

3. The Governmental Agency is a duly organized and validly existing political subdivision of the Commonwealth of Kentucky with full power to own its properties, conduct its affairs, enter into the Assistance Agreement and consummate the transactions contemplated thereby.

4. The negotiation, execution and delivery of the Assistance Agreement by the Governmental Agency and the consummation of the transactions contemplated thereby by the Governmental Agency have been duly authorized by all requisite action of the governing body of the Governmental Agency.

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

6. There is no controversy or litigation of any nature pending, or to the knowledge of the Governmental Agency after diligent inquiry, threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under the Assistance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions that have been taken in the authorization or delivery of the Assistance Agreement or the construction of the Project, or in any way contesting or affecting the validity of the Assistance Agreement, or in any way questioning any proceedings taken with

respect to the authorization or delivery by the Governmental Agency of the Assistance Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Agency, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with the Assistance Agreement.

7. The authorization and delivery of the Assistance Agreement and the consummation of the transactions contemplated thereby 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 Governmental Agency or its governing body.

8. All actions taken by the Governmental Agency in connection with the Assistance Agreement and the loan described therein and the Project, as defined in the Assistance Agreement, have been in full compliance with the provisions of the Kentucky Open Meetings Law, KRS 61.805 to 61.850.

9. The Governmental Agency has all licenses, permits and other governmental approvals required to own, occupy, operate and maintain the Project and the Governmental Agency's Water system and to enter into the Assistance 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 Governmental Agency Project, and has full right, power and authority to perform the acts and things as provided for in the Assistance Agreement.

10. The individuals named below are the duly elected or appointed qualified and acting incumbents in the office of the Governmental Agency indicated after their respective names and the signatures subscribed above their names are their genuine signatures.

WITNESS our hands this January 9, 2023.

GOVERNMENTAL AGENCY:
MORGAN COUNTY WATER DISTRICT

By: Brian C. Teller
Chairman

ATTEST:

By: [Signature]
Secretary of Governmental Agency



CAMPBELL ROGERS & STACY PLLC
ATTORNEYS at LAW

January 9, 2023

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

Re: Assistance Agreement by and between Kentucky Infrastructure Authority and the
Morgan County Water District, regarding Project Number: F21-002.

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 Morgan County Water District ("the Governmental Agency"). I am familiar with the organization and existence of the Governmental Agency and the laws of the Commonwealth applicable thereto. Additionally, I am familiar with the drinking water supply project (the "Project") with respect to which the Assistance Agreement dated the date hereof by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency (the "Assistance Agreement") is being authorized, executed and delivered.

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

Based upon my review I am of the opinion that:

- 1) The Governmental Agency is a duly organized and existing municipal corporation and political subdivision of the Commonwealth of Kentucky validly existing under the Constitution and statutes of the Commonwealth of Kentucky.
- 2) The Assistance Agreement has been duly executed and delivered by the Governmental Agency and is a valid and binding obligation of the Governmental Agency enforceable in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

154 Flemingsburg Road
Morehead, Kentucky 40351

Tel: 606-783-1012
Fax: 606-784-8926
www.campbellrogers.com

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

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

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

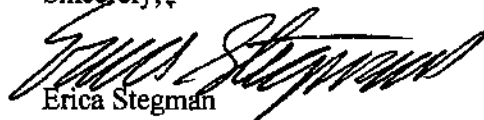
6) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Governmental Agency, (ii) the right or title of the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

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

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

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

Sincerely, *


Erica Stegman
Attorney at Law

DISTRIBUTION LIST

Re: Assistance Agreement between Kentucky Infrastructure Authority and the Morgan County Water District, regarding Project Number F21-002

Governmental Agency

Morgan County Water District
1009 Highway 172
West Liberty, Kentucky 41472

Shannon Elam, General Manager
Phone: (606) 743-1204
Email: mcwdshannon@gmail.com

Authority

Kentucky Infrastructure Authority
100 Airport Road, 3rd Floor
Frankfort, Kentucky 40601

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meg.link@ky.gov

James Nelson
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Debbie Landrum
(502) 892-3454
Debbie.landrum@ky.gov

Energy and Environment Cabinet

Kentucky Division of Water
Project Administration
300 Sower Boulevard, 3rd Floor
Frankfort, Kentucky 40601

Amber Vaughn
(502) 782-7121
amber.vaughn@ky.gov

Trustee

U.S. Bank Trust Company, National
Association
435 North Whittington Parkway
Louisville KY 40222

Charles Lush, Jr.
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Governmental Agency Counsel

Campbell Rogers & Stacy PLLC
154 Flemingsburg Road
Morehead, Kentucky 40351

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KIA Counsel

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Engineers

Nesbitt Engineering, Inc.
227 North Upper Street
Lexington, Kentucky 40507

Ora Main
Phone: (859) 233-3111
Email: omain@nei-ky.com

Gateway Area Development District

Eagle Point MMRC
110 Lake Park Drive
Morehead, Kentucky 40351

Jocelyn Gross, Director of Planning
Phone: (606) 780-0090 ext. 2207
Email: jocelynr.gross@ky.gov

AMENDED AND RESTATED SUPPLEMENTAL GRANT ASSISTANCE AGREEMENT

This AMENDED AND RESTATED SUPPLEMENTAL Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Morgan County Water District (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

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

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, Senate Bill 36 of the 2021 Regular Session of the Kentucky General Assembly approved a \$250,000,000 allocation in Federal Funds for Fiscal Year 2021 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), and House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved another \$250,000,000 allocation in Federal Funds for Fiscal Year 2022 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the CWP, a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee is acquiring and constructing a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly;

WHEREAS, the Grantee and the Authority previously entered into that certain Grant Assistance Agreement dated February 27, 2023 (the "Original Agreement"); and now wish to amend and restate the Original Agreement in its entirety by their adoption of this Agreement for the purpose of increasing the amount of the Grant (as defined below); and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth and revises their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant, as increased hereunder, from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

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

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

Agreement shall mean this Amended and Restated Supplemental Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an Area Water Management Plan, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2021 and 2022 Regular Sessions, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant

Number 21CWW292 in the principal amount of \$3,286,800 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

- A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

- B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter and Supplemental Conditional Commitment Letter instructions.
- B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.
- C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.
- D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.
- E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.
- G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.
- H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and

maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

- I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.
- J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.
- K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:
 1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.
 2. Single Audit Requirements. Grantees that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
 3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part

22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

- L. General. The Grantee 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 Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.
- B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.
- B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of signing of the Original Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.
- C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

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

- A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.
- B. Failure by the Grantee 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 Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.
- C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such

proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

- D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- B. Terminate any remaining grant payments to the Grantee.
- C. Exercise all the rights and remedies of the Authority set forth in the Act.
- D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.
- E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

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

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit,

nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

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

SECTION 8 - MISCELLANEOUS PROVISIONS

- A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.
- B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

- F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.
- G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.
- H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.
- I. This Agreement amends, supplements, and replaces the Original Agreement in its entirety effective as of the date of execution by the Executive Director of the Authority on the signature page hereof. The Original Agreement shall continue to govern the relationship of the parties hereto with respect to the Grant and other matters set out herein and in the Original Agreement for the period beginning from the effective date of the Original Agreement to, but excluding, the effective date of this Agreement.
- J. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

- 1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every

subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Grantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Grantee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums

- as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not

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

**KENTUCKY INFRASTRUCTURE
AUTHORITY**

By: _____
Sandy Williams, Executive Director

Date: _____

MORGAN COUNTY WATER DISTRICT

By: 
Authorized Official

Print Name: Chris Adams

**THIS AGREEMENT HAS BEEN EXAMINED
BY:**

By: _____
**LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY**

used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

[Signature Page Follows]

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 6

RESPONSIBLE PARTY: John Coffey

Request 6. Refer to Morgan District and John Coffey's response paragraph 4, Exhibit B.

a. State whether Morgan District has renewed its contract with Morgan Associates, LLC for bookkeeping services. If so, provide the current term of the contract. If not, provide the name of the firm providing these services for the district.

b. State whether Morgan District eventually plans to hire an accountant or bookkeeper in-house.

c. Explain how Morgan District will receive updates from its bookkeeping services vendor regarding contracted bookkeeping services.

d. State whether a representative from Morgan District's bookkeeping services vendor will attend monthly board meetings to provide updates to Morgan District's Commissioners. If not, name the party responsible for preparing a report to the board of commissioners.

e. Explain how Morgan District's bookkeeping services vendor will receive invoices from Morgan District. Include in the response that name of the party responsible for reviewing both the invoices and the payments.

f. Confirm if Morgan District has contracted, or intends to contract, for audit services for the year ended December 31, 2024. If confirmed, identify the vendor Morgan District has contract, or intends to contract, with for these services. If not confirmed, explain Morgan District's plans to obtain an audit for 2024. If Morgan District intends to obtain these services from Morgan and Associates, LLC, explain how Morgan and Associates, LLC plans to maintain its auditor independence.

g. State whether Morgan District has full access to all accounting books, ledgers, journals, reports, and all other bookkeeping workpapers related to the services provided to it by its bookkeeping services vendor.

h. State whether all, or any portion, of Morgan District's paper and digital accounting records will be kept at Morgan District's office. Identify each and every portion of Morgan District's accounting records that will be maintained at Morgan District's office. Identify the location(s) where all other portions of Morgan District's accounting records will be maintained.

Response 6.

a. Yes, Morgan District has renewed its contract with Morgan and Associates it is for a one year term.

b. Yes, Morgan District does plan on hiring an in-house bookkeeper. However, Morgan District believes this will be sometime in the future after Morgan and Associates are able to get Morgan District's books in a condition where they can be easily kept in-house.

c. Morgan District receives updates from Morgan and Associates by telephone, email and by Morgan and Associates attendance at board meetings.

d. Yes, Morgan and Associates does attend the monthly board meetings.

- e. Morgan District's office manager reviews and pays all invoices.
- f. Morgan District does plan on contracting for audit services, but has had a difficult time finding a new auditing firm.
- g. Yes. Morgan District's office manager, Donna Bailey, has access to all of Morgan District's financial information including but not limited to ledgers, journals and reports.
- h. Morgan District will have all paper and digital copies at its office. Morgan and Associates is responsible for all records, journals, post general ledgers, preparing reports for the Board, reconciling bank statements, preparing payroll, preparing tax returns, and preparing W-2s.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 7

RESPONSIBLE PARTY: **John Coffey**

Request 7. Refer to Morgan District and John Coffey's response, paragraph 7. Refer also to Case No. 2024-00010, Morgan District's Response to Commission Staff's Second Request for Information (Staff's Second Request), Item 4.

- a. Provide the remaining balance owed on all outstanding bills.
- b. Provide an updated list of all unpaid supplier invoices and explain how Morgan District plans to prioritize paying these invoices.
- c. State how many positions were removed from the workforce and the total expected reduction in expenses from this reduction.
- d. Explain what additional steps Morgan District plans to take to become current on its indebtedness obligations.

Response 7.

- a. Morgan District owes \$354,475.13 in past due bills.
- b. Please see attached for the list. Morgan District is prioritizing water suppliers then the vendors for the needed parts for the system. Morgan District has also applied for a water grant to help it get current.

c. Morgan District has eliminated 8 positions which has resulted in an annual savings of \$345,850.

d. Morgan District is trying to keep all current invoices paid and to continue to pay other past due bills as extra amounts are able to be paid.

Consolidated Pipe	\$19,951.18
Metron	\$11,506.08
Utility Solutions	\$22,436.82
Keetech	\$29,846.00
Cave Run	\$196,769.90
Honaker Law	\$9,780.44
Bear Trax	\$33,931.33
Customer Acct.	\$30,253.38
Total	354,475.13

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 8

RESPONSIBLE PARTY: **John Coffey**

Request 8. Refer to Morgan District and John Coffey's response paragraph 8, Exhibit F. Explain whether, following the Division of Water's inspection on July 11, 2024, Morgan District has implemented the following recommendations by item:

- a. Install and properly use auto flush hydrants at strategic locations in order to maintain adequate CI2 during warm weather months;
- b. Explore adding additional CI2 boosting stations in order to maintain adequate CI2 during warm weather months;
- c. Purchase a fluoride meter to assist in determining where leaks exist;
- d. Proceed with plans to install a master meter/interconnect with Rattlesnake Ridge Water District at the KY 172/KY 705 intersection;
- e. Proceed with plans to install a master meter/interconnect with Sandy Hook Water District on KY 7 near Wrigley Elementary School;
- f. All booster pump stations be equipped with quick connects so portable generators can be easily installed.
- g. Purchasing a portable generator capable of running the stations; and
- h. Continue selling water to Campton Water District.

Response 8.

- a. We have repaired two auto flush hydrants at points where Morgan District had low CL2 levels. See attached.
- b. Morgan District is exploring the idea of adding more CL2 sections and auto flush hydrants in its system.
- c. Morgan District has looked into a fluoride testing meter and is planning on presenting the information to its Board.
- d. Morgan District is still doing the interconnection at KY172/KY 706.
- e. Morgan District is still doing the interconnection at KY 7 with Sandy Hook Water District.
- f. Morgan District is currently working with an electrician for quotes for quick connects on pump stations.
- g. Morgan District is getting quotes on generators for pump stations and working to find funding for this project.
- h. Morgan District is still doing this as it can. Lately Cave Run has had a difficult time keeping up with other buyers so Morgan District has not been able to.

Morgan County Water District

Date	Pricing
1/8/2024 Monday	
Looked for leaks	\$2,200
Removed Hydrant on Wheel Rim Road	
1/10/2024 Wednesday	
Removed Hydrant on 134 Right Passed exit 60	\$2,500
Removed Hydrant In front of beer store on 191	
Removed Hydrant on 844 at Nickell Branch	
Removed Hydrant at bottom Of hill at 1000	
1/11/2024 Thursday	
Removed Hydrant on 172 at Block Building Beside East Valley School	\$3,850
Installed a tee with Valve and hydrant and a main line valve on 172 across from 706	
Total	\$8,550

Morgan County Water District

Date	Pricing
1/29/2024	
Installed a 2 In Inline Valve,	\$2,700
Installed a 2 In Valve and Blow Off	
on barker Branch	
1/30/2024	
Installed a meter on a auto flusher	\$2,500
In Brushy fork.	
Installed a meter on a auto flusher	
at 3333	
1/31/2024	\$2,000
Installed a flush Hydrant and 2 In Valve	
at Frank Blevins Road	
2/1/2024	
Bored Under 205	\$1,200
Total	\$8,400

Morgan County Water District

Date	Pricing
2/5/2024-2/9/2024	
Materials and Labor	\$2,660
Date	
2/12/2024	
Materials and Labor	\$532
Total	\$3,192
Total amount from all pages	\$20,142

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

**PSC'S REQUEST FOR INFORMATION DATED 01/28/25
REQUEST 9**

RESPONSIBLE PARTY: **John Coffey**

Request 9. Provide a copy of all written policies and procedures that Morgan District has put in place since the hearing held May 2, 2024 in Case No. 2024-00010. Include in this response a copy of the written policies and procedures Morgan District put into place regarding compliance with KRS 278.300, purchasing procedures, and employees' personal use of Morgan District's vehicles. If no written policies and procedures have been implemented since May 2, 2024, explain why not.

Response 9. Morgan District has not implemented any new policies since that date. However, the current Board is currently working on reviewing and drafting all policies and procedures and the employee handbook. This process is not complete at this time.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 10

RESPONSIBLE PARTY: **John Coffey**

Request 10. Provide a list of all loan agreements, lease agreements, or other financial obligations that Morgan District has entered into since the hearing held on May 2, 2024 in Case No. 2024-00010.

Response 10. Morgan District has not entered into any new loans and have had to reduce its old loans.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 11

RESPONSIBLE PARTY: **John Coffey**

Request 11. Refer to Case No. 2024-00010, May 2, 2024 Hearing Testimony from 1:35:24 – 1:38 PM.

- a. State whether Morgan District has considered rotating auditors every three years.
- b. Explain what conversations Morgan District has had with Morgan and Associates, LLC regarding providing documentation to rate case consultants and/or any work produce of Morgan and Associates, LLC to Morgan District.

Response 11.

- a. Morgan District has plans to rotate auditors every three years.
- b. Morgan District has spoken with Morgan and Associates regarding providing the necessary information to rate case consultants or to Morgan District. Morgan and Associates has stated that they will release any and all documentation necessary to rate case consultants and to Morgan District.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 12

RESPONSIBLE PARTY: **John Coffey**

Request 12. Refer also to Case No. 2024-00010, Morgan District's Post-Hearing Brief, page 4 that states "the state of the utility's general ledger was not such that the consulting professionals could utilize records."

- a. Provide the Morgan District general ledger for 2024 in Excel spreadsheet format with all formulas, rows and columns fully accessible and unprotected.
- b. Explain what steps Morgan District has taken to improve its general ledger, including its accounting practices related to the general ledger, since May 2, 2024.

Response 12.

- a. Please see attached. The attachment is an Excel attachment that is being uploaded into the Commission's electronic filing system separately.
- b. Morgan District has updated its Chart of Accounts since May 2, 2024. In addition, Morgan District has been regularly updating this information and has hired Morgan and Associates to assist Morgan District in improving its accounting records and practices.

ATTACHMENT IS AN EXCEL
SPREADSHEET AND IS BEING
UPLOADED INTO THE ELECTRONIC
FILING SYSTEM SEPARATELY

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 13

RESPONSIBLE PARTY: John Coffey

Request 13. Refer to Case No. 2024-00010, Morgan District's Post-Hearing Brief at 9. Identify any billing or accounting software, if any, that is currently used by Morgan District.

Response 13. Currently, Morgan District is using United Systems. However, beginning February 24, 2025, Morgan District will be switching to AmpStun Utility Billing.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 14

RESPONSIBLE PARTY: **John Coffey**

Request 14. Refer to Case No. 2024-00010, Morgan District's Post-Hearing Brief, Exhibit 8.

a. Identify which items in Exhibit 8 would be permissible under current district policies.

b. Provide a list of all items purchased, including all purchase invoices, for December 2024 and January 2025.

Response 14.

a. Morgan District would approve trash cans, trash bags and the cork bulletin boards.

b. Please see attached for the purchase orders and Morgan District's check registry.



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0039

431962.629553.326725.22107 1 AB 0.593 862



MORGAN COUNTY WATER DISTRICT
1009 HIGHWAY 172
WEST LIBERTY KY 40382-6035



31962

Notice	CP160
Tax period	March 31, 2024
Notice date	November 18, 2024
Employer ID number	[REDACTED]
To contact us	Phone 833-678-7020

Page 1 of 5

Reminder of overdue taxes for March 31, 2024

Amount due: \$655.81

We are required to send you this notice informing you of the amount of taxes due on your Form 941 for the tax period ending March 31, 2024.

If you have any questions about this notice, call your IRS representative.

Billing Summary

Amount you owed	\$613.67
Failure-to-pay penalty	18.21
Interest charges	23.93
Amount due by December 19, 2024	\$655.81

(Internal Revenue Code 6651.)

Continued on back

For a detailed calculation of your penalty charges, call 833-678-7020.

Removal or reduction of penalties

We understand that circumstances—such as a serious illness or injury, a family member's death, or loss of financial records due to natural disaster—may make it difficult for you to meet your taxpayer responsibility in a timely manner.

We can generally process your request for penalty removal or reduction quicker if you contact us at the number listed above with the following information:

- Identify which penalty charges you would like us to reconsider (e.g., 2016 late filing penalty).
- For each penalty charge, explain why you believe it should be reconsidered.

If you write us, include a signed statement and supporting documentation for penalty abatement request.

We'll review your request and let you know whether we accept your explanation as reasonable cause to reduce or remove the penalty charge(s).

Continued on back...



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201-0039

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MORGAN COUNTY WATER DISTRICT
1009 HIGHWAY 172
WEST LIBERTY KY 41472-6035



31963

Notice	CP160
Tax period	December 31, 2022
Notice date	November 18, 2024
Employer ID number	[REDACTED]
To contact us	Phone 833-678-7020

Page 1 of 5

Reminder of overdue taxes for December 31, 2022

Amount due: \$35.60

We are required to send you this notice informing you of the amount of taxes due on your Form 941 for the tax period ending December 31, 2022.

If you have any questions about this notice, call your IRS representative.

Billing Summary

Amount you owed	\$0.00
Failure-to-pay penalty	9.75
Interest charges	25.85
Amount due by December 19, 2024	\$35.60

(Internal Revenue Code 6051)

Continued on back...

For a detailed calculation of your penalty charges, call 833-678-7020.

Removal or reduction of penalties

We understand that circumstances—such as a serious illness or injury, a family member's death, or loss of financial records due to natural disaster—may make it difficult for you to meet your taxpayer responsibility in a timely manner.

We can generally process your request for penalty removal or reduction quicker if you contact us at the number listed above with the following information:

- Identify which penalty charges you would like us to reconsider (e.g., 2016 late filing penalty).
- For each penalty charge, explain why you believe it should be reconsidered.

If you write us, include a signed statement and supporting documentation for penalty abatement request.

We'll review your request and let you know whether we accept your explanation as reasonable cause to reduce or remove the penalty charge(s).

Continued on back .

Statement

Date _____

10/31/24

Morgan County Water District
1009 Hwy 172
West Liberty KY 41472

					Amount Due	Amount Enc.
					\$52.50	
Date	Description				Amount	Balance
10/31/24	job feild tech				52.50	52.50
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due	
52.50	0.00	0.00	0.00	0.00	\$52.50	

**Statement of Balance Due**

KACo Workers Compensation Fund
400 Englewood Drive
Frankfort, KY 40601
1-800-264-5226

Statement Date: 12/3/2024

Customer Number: [REDACTED]

Morgan County Water District
 1009 HIGHWAY 172
 WEST LIBERTY, KY 41472-6035

Date	Invoice Number	Description	Charge	Credit	Balance
6/30/2024	P230001-IN	23-24 Payroll Audit Premium	967.00		967.00
6/30/2024	W240633-IN	24-25 Premium	9,362.00		
9/3/2024		Payment Ref: 13605		4,681.01	
9/19/2024		Payment Ref: 13630		1,560.33	3,120.66

Balance Due: 4,087.66

RELEASE NOTE: Effective January 1, 2025, any outstanding balance due on 24-25 Premium will accrue a compounding monthly interest charge of .5%.

Effective March 1, 2025, any outstanding balance due on 23-24 Payroll Audit Premium will accrue a compounding monthly interest charge of .5%.

Monthly Statement



FLEET MANAGEMENT

Billing Solutions Team

ARBilling@efleets.com

1-866-556-2864

Nov 6, 2024

Statement Number: 579627-110624

Customer Number: 579627

MORGAN COUNTY WATER
1009 Hwy 172
WEST LIBERTY, KY 41472

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$7,814.38	(\$7,814.38)	-	\$3,414.96	\$3,414.96	\$3,414.96
Total amount due:						\$3,414.96

Total amount due: \$3,414.96

Payment is due upon receipt, late if not paid by 2024-11-20

For additional billing details or to enroll
in autopay, visit Billing » Statements at:
<https://login.efleets.com>

Late payment warning: Past due items are subject to a
Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) (Insurance) and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Charge Summary

Customer: 579627		Customer Vehicle ID		Vehicle
Date	Item ID	Charge Detail	Lease Charge (Full Month)	Maintenance Management
2024/11/01-11/30				
2024/11/01-11/30				

Customer: 579627		Customer Vehicle ID		Vehicle
Date	Item ID	Charge Detail	Lease Charge (Full Month)	
2024/11/01-11/30				

Customer: 579627		Customer Vehicle ID		Vehicle
Date	Item ID	Charge Detail	Lease Charge (Full Month)	
2024/11/01-11/30				

CUSTOMER'S ORDER NO. 4117-7600						
DEPARTMENT 11000					DATE 10/20/01	
NAME						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT
RH						
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1	1/2" x 1/2" x 1/2" x 1/2" x 1/2" x 1/2"					1.00
2						
3						
4						
5						
6					636.00	
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
RECEIVED BY						

081219-1

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.						
DEPARTMENT					DATE	
NAME						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10					556.00	
11						
12						
13						
14					636.00	
15					556.00	
16						
17					1192.00	
18						
RECEIVED BY						

081219-1

KEEP THIS SLIP FOR REFERENCE

Blackwater Fire Dept.



WEST LIBERTY
398 GLENN AVE
WEST LIBERTY, KY 41472-9998
(800)275-8777

12/11/2024 12:03 PM

Product	Qty	Unit Price	Price
Flags2024Coll 100	4	\$73.00	\$292.00
Return Item: Flags2024Coll 100			
Sailboats Coll	5	\$56.00	\$280.00
Sailboats	22	\$0.56	\$12.32
Grand Total:			\$0.32
Credit Card Remit			\$0.32

Card Name: MasterCard
Account #: XXXXXXXXXXXX4216
Approval #
Transaction #: 613
AID: A0000000042203
AL: Debit
PIN: Not Required

Chip

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience
Go to: <https://postalexperience.usps.com>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 208240-0472
Receipt #: 840-54000368-2-4962669-2
Clerk: 05



WEST LIBERTY
398 GLENN AVE
WEST LIBERTY, KY 41472-9998
(800)275-8777

12/06/2024 12:56 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter	1		\$0.73
Ezel, KY 41425 Weight: 0 lb 0.40 oz Estimated Delivery Date Mon 12/09/2024			
Certified Mail®			\$4.85
Tracking #:			
9589 0710 5270 2117 9877 76			
Return Receipt			\$4.10
Tracking #:			
9590 9402 8815 4005 4008 18			
Total			\$9.68

Grand Total: \$9.68

Credit Card Remit \$9.68

Card Name: MasterCard
Account #: XXXXXXXXXXXX4216
Approval #
Transaction #: 593
AID: A0000000042203
AL: Debit
PIN: Not Required

Chip

Kentucky811
PO Box 43517
Middletown, KY 40253

Invoice No.	4110348
Invoice Date	11/30/2024
Customer ID	
PO #	

MORGAN COUNTY WATER
ACCOUNTS PAYABLE
1009 HWY 172
WEST LIBERTY, KY 41472



Current costs associated with your participation in Kentucky811

Description	Amount
Regular Locate Fee: 24 Locates at \$1.50	\$36.00
TOTAL:	\$36.00

TERMS: NET 30

Terminal	Tickets	Terminal	Tickets	Terminal	Tickets	Terminal	Tickets	Terminal	Tickets
0740	24								

REMITTANCE COPY

Customer ID:	
Invoice Number:	4110348
Invoice Date:	11/30/2024
Amount Due:	\$36.00

Pay Electronically Here: <https://app.autobooks.co/pay/kentucky-underground-protection-1>

or

Make Check Payable to: Kentucky811
PO Box 43517
Middletown, KY 40253

INVOICE

United Systems & Software, Inc
 PO Box 547
 91 Southwest One Boulevard
 Benton, Ky 42025
 Phone (270) 527-3293
 Fax (270) 527-3132
 www.united-systems.com

Invoice Date	Invoice Number	Page
11/30/24	111060	1 Of 1



SOLD MORGAN CO WATER DIST
 TO 1009 HWY 172
 WEST LIBERTY, KY 41472

SHIP MORGAN CO WATER DIST
 TO 1009 HWY 172
 WEST LIBERTY, KY 41472
 (606) 743-1204

Order Number	Order Date	Customer Number	Sales Representative	Purchase Order Number	Ship Via	Ship Date	Payment Terms
85871	11/30/24	1363	Daniel Brown		UPS		Net 10
Quantity Ordered	Quantity Shipped	Item Number & Description				Unit Price	Extended Price
1	1	*SUPPORTCTT Software Support				\$207.00	\$207.00

Past due invoices will be assessed 1% interest per month.

Sales Amount	\$207.00
Sales Tax	\$0.00
Freight	\$0.00
Sub-Total	\$207.00
Amount Paid	\$0.00
Balance Due	\$207.00

Original

~~INVOICE~~

ons Unlimited
 157
 IN 46113
 (317) 359-3570
 (317) 736-4322
 www.getwsu.com



**WATER
 SOLUTIONS
 UNLIMITED**

Page 1 of 1

DATE	NUMBER
8/23/24	129005
DATE SHIPPED	ORDER NO.
8/21/24	59876

CUSTOMER NO. MORGANCOKY

S
O
L
D
T
O
 MORGAN COUNTY WATER DISTRICT
 1009 HWY 172
 WEST LIBERTY, KY 41472

S
H
I
P
T
O
 MORGAN COUNTY WATER DISTRICT
 150 COUNTY GARAGE ROAD
 WEST LIBERTY, KY 41472

[TC]

CUSTOMER P.O. NUMBER	F.O.B.	SHIPPED VIA	SALES AGENT	TERMS	
3025		WSU	TROY CARRIER	NET 30	
UNITS	PACKAGE	DESCRIPTION	TOTAL QUANTITY	UNIT PRICE	AMOUNT
10.00	15 GAL DRUM	WSU HYPOCHLORITE 125M-15 226-00115 WSU Hypochlorite 125M, Sodium Hypochlorite Solution	150.00 g	4.5000 /g	675.00
		Merchandise Total			675.00

PLEASE REMIT TO: Water Solutions Unlimited
 P.O. Box 157
 8824 Union Mills Dr
 Camby, IN 46113

TOTAL

675.00

Due Date: 9/22/24

PLEASE PAY
 THIS AMOUNT



**CHAMPION INDUSTRIES, INC.**304.528.2791 www.champion-industries.com 800.624.3431
customerservice@champion-industries.com**PAST DUE NOTICE**

Account Number	Date
	October 08, 2024

Customer	Remit to
Attn: Morgan Co Water District 1009 Hwy 172 West Liberty, KY 41472 Phone: 606-743-1204 Fax:	Champion Industries P.O. Box 2968 Huntington, WV, 25728, United States Phone: 3045282791 Fax: 3045282762

Invoice	Invoice Date	Description	Ordered By	Total	Status	Due Date	Total Applied	Balance
01408785	04/29/2024	LASER WATER BILLS 1PT		\$1,151.16	P90	05/29/2024	-\$0.00	\$1,151.16
01426669	09/30/2024	LASER PAST DUE NOTICE		\$447.43	CUR	10/30/2024	-\$0.00	\$447.43

LK# 13710
Pd. 11-8-24

1151.16

Totals of CR	Totals of CUR ✓	Totals of P30	Totals of P60	Totals of P90	Total Due
\$0.00	\$447.43	\$0.00	\$0.00	\$1,151.16	\$1,598.59

*CR:Credit, CUR:Current within Terms AND Past due up to 30 days, P30:Past Due 31-60 days, P60:Past Due 61-90 days, P90:Past Due above 90 days

YOUR ACCOUNT IS PAST DUE! WE WOULD APPRECIATE YOUR PROMPT PAYMENT.

Page: 1 of 1

CHAPMAN & CO. COMPANY
CHAMPION PATH COMMUNICATIONS
CHAMPION OUTSOLUTIONSCarolina
Cut Sheets

US TAG

stationers

Smiles & Butterfield



American Business
Systems Inc

American Business Systems Inc
PO Box 660831
Dallas, TX 75266-0831

Invoice Number: 37967737
Due Date: 12/19/2024
Total Due: \$278.60

Important Messages

We appreciate your business!

Please remove the remittance portion of this invoice and include it with your payment.

Invoice Detail

Agreement 010-3069363-000: Lexmark XC4342 Copier		Amount	Tax	Total
	1 Standard Payment	198.20	0.00	198.20
	2 Supply Freight Fee	10.00	0.00	10.00
	3 Usage For Color Images	70.40	0.00	70.40
				\$278.60

To pay online, visit www.accountservicing.com/payment

For more information about your invoice, please:

- Email us at customersupport-06@accountservicing.com
- Visit www.accountservicing.com
- Call us at 866-803-2657



Total Due

\$278.60

Dishonored Checks, Drafts Or Orders Shall Be Subject To A Surcharge Of \$30

Invoice #
37967737

For more information about your invoice, please call us at 866-803-2657 or email us at
customersupport-06@accountservicing.com.

Page 1

004926110107480101100000



City of West Liberty

505 Main Street
West Liberty, KY 41472
(800) 743-3330

Receipt # 217081
Receipt Date 12/08/24 7:19 AM
Clerk: payment computer

0002-01266-001 MORGAN CO. WATER DIST

Beginning Balance \$24,024.00
Check Received \$24,024.00
Remaining Balance \$0.00

0005-00111-001 MORGAN CO WATER DIST

Beginning Balance \$2,531.78
Check Received \$2,531.78
Remaining Balance \$0.00

0005-00175-001 MORGAN CO WATER DIST

Beginning Balance \$2,464.00
Check Received \$2,464.00
Remaining Balance \$0.00

0005-00313-001 MORGAN CO WATER DIST

Beginning Balance \$7,890.76
Check Received \$7,890.76
Remaining Balance \$0.00

0005-00314-001 MORGAN CO. WATER DIST

Beginning Balance \$277.20
Check Received \$277.20
Remaining Balance \$0.00

0005-00475-001 MORGAN CO WATER DIST

Beginning Balance \$184.80
Check Received \$184.80
Remaining Balance \$0.00

Total Owed \$37,172.52
Total Credited \$37,172.52

Check 13747 \$37,172.52
Total Received \$37,172.52

Change Due \$0.00

Office Hours: Monday thru Friday 7:00 am to 5:30 pm
Drive Thru Hours: Monday thru Friday 7:30 am to 4:30 pm

ACCOUNT NAME					
MORGAN CO. WATER DISTRICT					
T #	SERVICE ADDRESS				
6-001	SPAWS CREEK				
R	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
	10/18/24 - 11/21/24	948608	956408	7800	\$24,024.00
erty.ky.gov		Net Due On or Before 12/10/2024			\$24,024.00
		Amount Due After 12/10/2024			\$26,426.40

utility experience

Pay online, go paperless, sign up for autopay,
and access usage and payment history 24/7
by creating a web portal account!

Scan the QR code to get started!





esri[®] 380 New York Street
Redlands, CA 92373
Phone: + 190936968816881

Quotation

Date: 08/01/2024

Quotation Number: 26227911

Contract Number: 302549

Morgan County Water District
1009 Highway 172
West Liberty KY 41472-6035
Attn: Shannon Elam
Email: mcwdshannon@gmail.com
Phone: 606-743-1204

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100

**Please include the following remittance address
on your Purchase Order:**

Environmental Systems Research Institute, Inc.

Customer Number: [REDACTED]

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 10/31/2024 End Date: 10/30/2025	550.00	550.00
1010	1	165533 ArcGIS Online Mobile Worker User Type Annual Subscription Start Date: 10/31/2024 End Date: 10/30/2025	385.00	385.00
			Item Subtotal	935.00
			Estimated Taxes	56.10
			Total	USD 991.10

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>.
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

INVOICE

INVOICE NUMBER	318818-0
----------------	----------

INVOICE DATE	11/21/24
--------------	----------

ACCOUNT NUMBER [REDACTED]

DEPT NUMBER

ITEM NUMBER	MFG	ITEM DESCRIPTION	UM	ORD QTY	B/O QTY	SHIP QTY	SELL PRICE	EXTEND PRICE
SPC11	STA	PAPER,92BR,20#,8.5X11,WB	CT	2		2	44.99	89.98

Member of:



Subtotal	89.98
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Tax

Total Due	89.98
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A.R.M.
SOLUTIONS, INC.

California License No.: 10207-99

P.O. BOX 2929
CAMARILLO, CA 93011-2929
(805) 617-0115



Morgan County Water District
1009 KENTUCKY 172
WEST LIBERTY, KY 41472

Statement of Account

DATE:

November 15, 2024

AMOUNT

\$289.97

Client Name:

Shred-it a Stericycle Solution

Client Phone:

(833)355-2932

Client Acct #:

10007318

Agency Acct #:

Principal Amount:

\$289.97

Late Fee:

\$0.00

Total Due:

\$289.97

November 15, 2024

Balance Validation

We are conducting a balance validation on behalf of our client listed above. Our client's records indicate that you have an outstanding balance for the amount listed above. If the amount listed above is correct, remit payment for the amount due using the return portion below.

A.R.M. Solutions, Inc. will assume that all portions of this balance are valid unless you send our office a dispute for any portion of the debt within thirty (30) days. If you have already made payment, please disregard this notice. If not, remit payment using the return portion below.

For faster payment processing pay your balance online at www.mystericycle.com.

A.R.M. Solutions, Inc. has been authorized by our client to pursue collection on any amount unpaid. Therefore, any resolutions sought outside of payment in full should be directed to our client listed above. If we have not heard from our client that this account has been reconciled, we will continue with further collection action.

Your prompt attention to this matter is appreciated.

Payment Options



To communicate with us about your account, text **ARM** to 25277



To make a payment online: www.mystericycle.com



For further information or to pay by phone, please call: **(833)355-2932**



Mail check or money order payable to: **Stericycle, Inc.**

This is an attempt to collect a debt by a debt collector and any information obtained will be used for that purpose. See reverse side regarding important information regarding your rights in this matter.

PLEASE REFER TO ACCOUNT NUMBER ON ALL INQUIRIES

▼ Detach Bottom Portion And Return With Payment ▼

A.R.M. SOLUTIONS, INC.

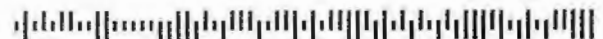
P.O. BOX 2929
CAMARILLO, CA 93011-2929
(805) 617-0115

Electronic Service Requested

Client Acct# 1000731858

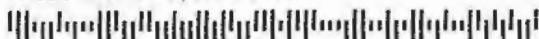
Total Due:
\$289.97

TO GUARANTEE ACCURATE POSTING, REMIT TO THE ADDRESS BELOW



Stericycle, Inc.
28883 Network Place
Chicago, IL 60673-1288

Morgan County Water District
1009 KENTUCKY 172
WEST LIBERTY, KY 41472



on

Important Messages

Visit appalachianwireless.com to utilize MyAppWire! MyAppWire allows you to pay your bill, set up autopay, track data usage, and view your plan. Not set up yet? No problem! Visit a retail location or call Customer Service to see how you can use MyAppWire today!

Want more updates on new products, promotions, services and job opportunities? Like us on Facebook, follow us on Twitter, or visit one of our many Retail or Authorized Dealer locations to receive the latest updates.

We are you.

We are Appalachian Wireless.

11/15/2024
0200046559
16122712
12/03/2024
\$915.25

915.25
-915.25
\$0.00

814.91
23.02
-9.09
86.41
\$915.25

\$915.25

Appalachian

4337 LIBERTY

408 WATSON ST STE 1

4337 LIBERTY, KY 40472-1013

12/6/2024
5:23 AM

0200046559

WOLFE COUNTY WATER DIST

108 HIGHWAY 172

4337 LIBERTY, KY 40472-6035

Current Acct Bal: 0.00

Payment for Account #00200046559

Amount: 915.25

Total Due 915.25
Check(3748) 915.25
Total Tendered 915.25
Change 0.00

Bill Payment Received Thank You!

PLEASE KEEP ORIGINAL RECEIPT
FOR YOUR RECORDS

Thank you for choosing Appalachian
wireless for your wireless needs. We
greatly appreciate your continued
business.

1



Snap
a photo
of your bill

2



Choose
your payment
method

Get the Papaya App




www.ppay.com/pay

lial 16 from your cellular phone (minutes are not charged to your account) or call 800-477-2356 or 800-433-2355.



Page 1 of 12

0	0.00	0.00	0.00	0.00	0.00	0.00	20.00
0	0.00	0.00	0.00	0.00	-9.09	86.41	\$560.25

Date	# of Calls	Minutes	Cost
------	------------	---------	------

Advantage Smartphone 25gb HS Uni Plan Access 12 11/15/2024 - 12/14/2024

Total Recurring Charges

20.00
\$20.00

Airtime Charges - Included

		Minutes	Cost
VoLTE Airtime	27	122	0.00
VoLTE Incoming Airtime	20	27	0.00
VoLTE M-M Airtime	79	222	0.00
VoLTE M-M Incoming Airtime	49	100	0.00
Total Airtime Charges - Included		471	\$0.00

Text Messaging

		Cost
Incoming SMS Msg	163	0.00
Outgoing SMS Msg	59	0.00

day 8:00 a.m. - 4:30 p.m.
 179 or 1 800 596 6530
 500 or 1 800 709 6700
 5 941 1530
 000

Member Name: MORGAN CO WATER DISTRICT
 Account # 306000000

Billing Date: 11/22/2024
 Current Bill Due Date: 12/10/2024

Previous Balance \$35.89
 Payment Received -\$35.89
 Balance Forward Due \$0.00
 Current Charges Due \$35.82
 Total Amount Due 12/10/2024 \$35.82

Page 19 of 78

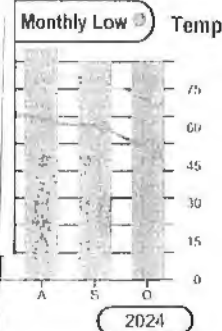
35.82
 ER DISTRICT
 COOP 224.94
 AN CO WATER DISTRICT
 ENERGY BILL
 Provider: COOP 33.98

Total To-Be-Paid: 1649.40
 CHECK: 1649.40
 Change Due: 0.00

2 663 scantrell 1 6

Total Due
\$35.82
 Due Date:
 12/10/2024

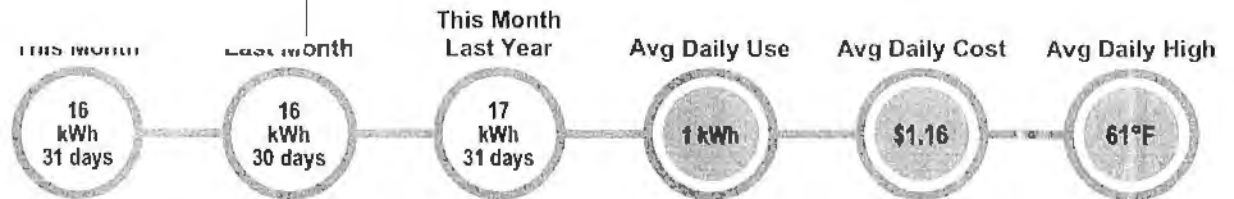
Reading Dates		Readings		Service Description	
From	To	Previous	Present	Multiplier	kWh Usage
10/12/2024	11/12/2024	1302	1318	1	16



Current Service Detail

Customer Charge		\$29.66
Electric Service	16 kWh @ 0.09334	\$1.49
Fuel Cost Adjustment	16 kWh @ 0.00777	\$0.12
Environmental Surcharge	31.27 @ 0.1124	\$3.51
School Tax		\$1.04
Total Current Charges		\$35.82

Energy
 Usage
 Comparison



MORGAN COUNTY WATER DISTRICT

1009 HIGHWAY 172 (606) 743-1204
WEST LIBERTY, KY 41472

BANK OF THE MOUNTAINS
WEST LIBERTY, KENTUCKY 41472

73-175/421

12/06/2024

PAY TO THE
ORDER OF

Honaker Law Office

\$5,000.00

Five thousand and 00/100*****

DOLLARS

Honaker Law Office
1795 Alysheba Way
Suite 1203
Lexington, Kentucky 40509

[Handwritten Signature]

Gemma Bailey
AUTHORIZED SIGNATURE

MEMO



MORGAN COUNTY WATER DISTRICT

13753

12/06/2024

Honaker Law Office

5,000.00

Water Revenue Account

5,000.00

Morgan County Water District

12/06/2024

Honaker Law Office

13753
5,000.00

Water Revenue Account

5,000.00

Non-Payment/Return Mail:
PO BOX 24401
CANTON, OH 44701-4401

PSC's Response 14
Amount due on or before December 13, 2024 **\$1,251.35**
Bill mailing date is Nov 21, 2024
Account #039-156-933-0-7

SERVICE ADDRESS: MORGAN CO WATER DISTRICT, 1180 PRESTONSBURG ST, WEST LIBERTY, KY 41472

CY 19



002371 7199884 000 01 001

MSP 114
00027954



MORGAN CO WATER DISTRICT
1009 HIGHWAY 172
WEST LIBERTY KY 41472-6035

Notes from KPCO:

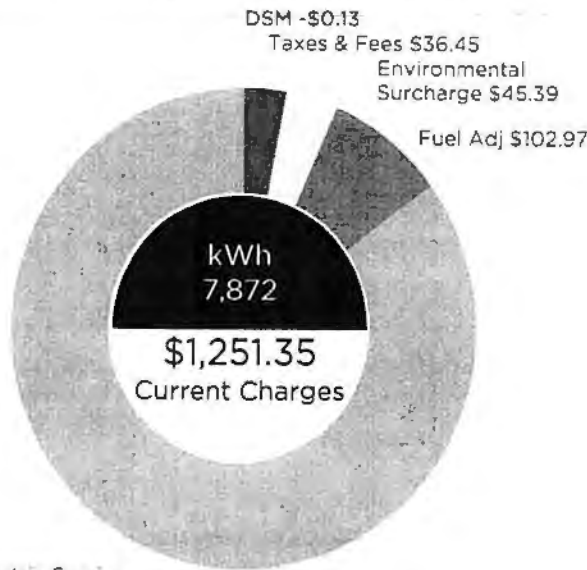
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Current bill summary:

Billing from 10/23/24 - 11/21/24 (30 days)



Electric Service
\$1,066.67

Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov
2023 2024

Methods of Payment

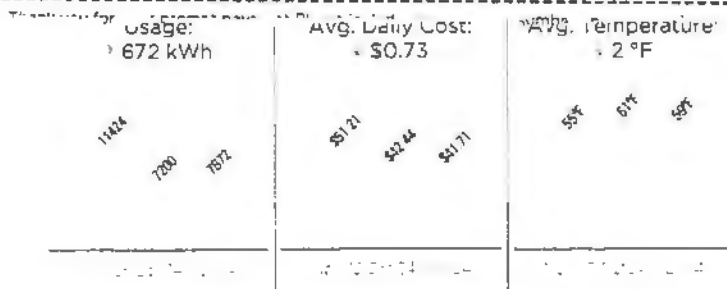
kentuckypower.com
PO Box 371496
Pittsburgh, PA 15250-7496
1-800-611-0964 (fee may apply)

Need to get in touch?

Customer Operations Center: 1-800-572-1113
Outages: kentuckypower.com/outages
or 1-800-572-1113

Please tear on dotted line.

Turn over for important information!



Total usage for the past 12 months: 112,800 kWh
Average (Avg.) monthly usage: 9,400 kWh

Billed Usage 11/24				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
7.872	-	-	-	7,872 kWh
23.040	-	-	-	23,000 kW

INVOICE

Customer ID:

Customer Name:

Service Period:

Invoice Date:

Invoice Number:

MORGAN CO WATER DISTRICT

12/01/24-12/31/

11/18/20

0223825-4022

How to Contact Us**Visit wm.com/MyWM**

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 607-9509

Your Payment is Due**Due Upon Receipt**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due**\$292.44**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
148.72		0.00		0.00		143.72		292.44

DETAILS OF SERVICE**Details for Service Location:**

Morgan Co Water District, 1009 Highway 172, West Liberty KY 41472

Customer ID: 18-60816-82373

Description	Date	Ticket	Quantity	Amount
6 Yard Dumpster Service	12/01/24		1.00	143.72
Total Current Charges				143.72

Print and read the terms and conditions with receipt (see back of receipt)

et Suite A

KY 41472

ural Telephone Coop
PO BOX 399
MAIN STREET SUITE A
LIBERTY, KY 41472-1013
(606)743-3121

Journal: 103207 Date: Dec 6, 2024
Set: 0 Time: 8:28:39

MORGAN COUNTY WALK DISTRICT
TELE/INTERNET PAYMENT 585.43

Total To-Be-Paid: 585.43
13749 PERSONAL CHECK: 585.43

Change Due: 0.00

6 ab 1 17

THANK YOU FOR YOUR PAYMENT!

580.20
580.20CR
.00

196.66
204.85
90.09
90.74
13.07

585.43
585.43

Previous Bill	Payment/Adj	Current Billing	Total Due
\$580.20	\$580.20CR	\$585.43	\$585.43

MESSAGE CENTER

Mountain Telephone will be closed Tuesday, December 24, 2024, and Wednesday, December 25, 2024, in observance of Christmas. Mountain Telephone will be closed Wednesday, January 1, 2025, in observance of New Year's Day. Outages may be reported by calling 606-743-4040.

****NOTICE**** Payments received after the 10th may be assessed a late fee of \$2.00 or 5%, whichever is greater. To make a payment by phone, please dial 606-743-3121 and follow the prompts.

FOR BILLING INQUIRIES CALL: 606-743-3121

Payments received after 11-22 may not be reflected on this billing statement.

Authorization Code 77006159

with your payment...retain upper portion for your records



Customer Copy

Morgan County Water District
 Attn: Ashlee Ferguson
 1009 Hwy 172
 West Liberty, KY 41472

Group Number: XXXXXXXXXX
 Invoice Number: 1110663
 Invoice Date: 11/01/2024

Payment Due: 12/01/2024
Total Due: \$271.30

Line No	Employee Name	Policy Type	Policy Number	Current Due	Past Due	Comment Code
1	XXXXXXXXXX	Cancer	XXXXXXXXXX	\$27.30	\$27.30	
2	XXXXXXXXXX	Heart	XXXXXXXXXX	\$39.80		
3	XXXXXXXXXX	Cancer	XXXXXXXXXX	\$47.70		
4	XXXXXXXXXX	Heart	XXXXXXXXXX	\$48.40		
5	XXXXXXXXXX	Cancer	XXXXXXXXXX	\$63.90		
6	XXXXXXXXXX	Heart	XXXXXXXXXX	\$16.90		

Current Due	Past Due	Total Due
\$244.00	\$27.30	\$271.30

Please remit the total amount due by the due date along with a copy of this invoice. Thank you.

You may pay by check or credit card.

Pay by Credit Card:

Name of Cardholder: _____

Credit Card Type: _____

Account Number: _____

Expiration Date: ____/____ CVV code (3 digit # on back of card): _____

Signature of Cardholder: _____ Date: ____/____



*****MIXED AADC 403
2217 1 FP 0.636
MORGAN COUNTY WATER DISTR
1009 KY 172
WEST LIBERTY KY 41472

7

013167030101

Your Premium Statement is Enclosed

To help you better manage your plan, we use online payments as our standard. If you'd no longer like an online statement, send an email with "Opt-Out" in the subject line to small.group@anthem.com. Include your group number, contact name, email address, phone number, and reason for opting out.

EmployerAccess offers online payment options for convenience and flexibility. Make a one-time monthly payment, schedule an automatic monthly payment, or manage your payment information all in one place. Register or log in to employer.anthem.com. You will need your group number, tax ID number, and recent invoice number.

Use **EasyPay** if you don't have an EmployerAccess account and want to make a guest payment. To get started, visit easypay.anthem.com. You'll need a valid tax ID and case or group number to use this option. Customer service representatives can also use EasyPay to make payments on behalf of your group.

The **EmployerAccess** app is ready! Pay your bill, find ID cards, and look up subscribers, all on the go. Available for download in the App Store® or Google Play™.

Morgan County Water District
12/03/2024

Anthem Blue Cross

13734

4,607.55

O&M Checking

4,607.55



```
*****MIXED AADC 403
3181 1 FP 0.636 11
MORGAN COUNTY WATER DISTR
1009 KY 172
WEST LIBERTY KY 41472
```

012538030101*

Your Premium Statement is Enclosed

To help you better manage your plan, we use online payments as our standard. If you'd no longer like an online statement, send an email with "Opt-Out" in the subject line to small.group@anthem.com. Include your group number, contact name, email address, phone number, and reason for opting out.

EmployerAccess offers online payment options for convenience and flexibility. Make a one-time monthly payment, schedule an automatic monthly payment, or manage your payment information all in one place. Register or log in to employer.anthem.com. You will need your group number, tax ID number, and recent invoice number.

Use **EasyPay** if you don't have an EmployerAccess account and want to make a guest payment. To get started, visit easypay.anthem.com. You'll need a valid tax ID and case or group number to use this option. Customer service representatives can also use EasyPay to make payments on behalf of your group.

The **EmployerAccess** app is ready! Pay your bill, find ID cards, and look up subscribers, all on the go. Available for download in the App Store® or Google Play™.

SBBOE03.COM | 20241206B01 J208

RETURN THIS PORTION WITH PAYMENT

Quick one-time payment

DO NOT SEND CASH



Scan to pay

DUE DATE:

01/01/2025

AMOUNT DUE:

\$10,136.61

Amount
Enclosed

5,529.06

Group Name: MORGAN COUNTY WATER DISTR
Group Number: [REDACTED]

Please make check payable to ANTHEM BLUE CROSS AND BLUE SHIELD
Write your Group # on your check and remit to:



ANTHEM BLUE CROSS AND BLUE SHIELD
PO BOX 6406
CAROL STREAM, IL 60197-6406

0000000000001219018D131730000000000020241230452501012500000000010136615

Cave Run Water Commission, Inc
7533 HWY 1693
Wellington, KY 40387
Phone: (606) 768-6665
Fax: (606) 768-6580

Stacy Smallwood
Commissioner

Oscar Brewer
Chairman

Mike Helton
Secretary/Treasurer

Nathan Meade
Commissioner

Samantha Williams
Commissioner

Larry Workman
Plant Superintendent

Customer	Billing Period	Gallons Used		Cost per 1000 Gallons	Amount Due
Morgan County Water District	10/23/24 - 11/22/24	Actual	8,093,000	\$ 2.90	\$ 23,469.70
		Minimum	1,800,000		

Payment is Due: December 10, 2024

Remit Payment To:
Cave Run Water Commission, Inc
c/o Jim's Tax Service
1044 Iroquois Drive
Mt. Sterling, KY 40353

UniFirst

invoice

Invoice #: 1450132258
Customer #: XXXXXXXXXX
Bill To #: XXXXXXXXXX
Invoice Date: 10/17/2024

Amount Due: USD 201.96
Payment Terms: Net30
Route #: K5600
Purchase Order:

Service Location: 100 COMMERCE DRIVE, SOUTH POINT, OH 45680

Page 2 of 2

SHIP TO	MORGAN COUNTY WATER DIST. 408 PRESTONSBURG STREET WEST LIBERTY, KY 41472
	MORGAN COUNTY WATER DIST. 408 PRESTONSBURG STREET WEST LIBERTY, KY 41472

Total Current Charges:	USD 201.96
Current Charges Due:	11/16/2024
Pay by Mail: UNIFIRST CORPORATION PO BOX 650481 DALLAS, TX 75265-0481	
Contact UniFirst: For Customer Service contact us by: Phone: 800-794-2706 Email: Customerservice@unifirst.com Chat: unifirst.com/contact/current-customers/	

120	Garment Maintenance Protection (GMP)	6.00	0.00	6.00
120	Garment Loss Protection (GLP)	8.31	0.00	8.31
<hr/>				
	Invoice Total	201.96	0.00	201.96
	Total Amount Due By	11/16/2024		201.96

Invoice #: 1450132258	Signature Date: 10/17/2024
 AUTHORIZED SIGNATURE	
Name on File: BC	Total current charges: USD 201.96

Please detach and return
remit slip with payment.

remit slip

Current	Over 30	Over 60	Over 90	Total
612.68	215.07	0.00	0.00	827.75

Payment Options:

Pay by Mail: UNIFIRST CORPORATION PO BOX 650481 DALLAS, TX 75265-0481
--

Invoice #: 1450132258
Customer #: XXXXXXXXXX
Bill To #: XXXXXXXXXX
Invoice Date: 10/17/2024

Amount Due: USD 201.96
Payment Terms: Net30
Route #: K5600
Purchase Order:

Total Current Charges:	USD 201.96
Current Charges Due:	11/16/2024
Amount Enclosed:	USD _____
Make check payable to Unifirst Corporation. Please include invoice number.	

THANK YOU. We appreciate your business.

SERVICE HEREIN RENDERED IS PURSUANT TO A WRITTEN CONTRACT WITH UNIFIRST CORPORATION OR UNIFIRST HOLDINGS, INC.



dqs Inc. 1801 West Main Hwy Ste 400, Schaumburg, IL 60193

Morgan County Water District
1009 Hwy 172
West Liberty, KY 41472
United States of America

Invoice number INV264684US
Invoice date 11/11/2024
Due date 11/21/2024
Terms 10 days net
Sales Order SO206708US
Contact Perkins Candace
Phone
E-Mail candace.perkins@dqs.de

Invoice

Audit location: 31622769
Morgan County Water District
1009 Hwy 172
West Liberty, KY 41472
United States of America

Customer number [REDACTED]
Purchase Order
Your References Ordered By: Elam Shannon
Auditors Jerry Skaggs
Audit date 8/16/2024 - 8/16/2024
Standard ISO 9001:2015

Audit type Stage 1 Readiness

Description	Quantity	Unit	Rate	USD Amount
ISO 9001:2015 Stage 1 Readiness Postponement Fee West Liberty, KY on August 16, 2024 1 Auditor / 1 Day	1.00	PD	1,525.00	1,525.00
Total				1,525.00

Receipt

Instructions: Please print this receipt and mail it along with the check of \$75 made payable to **"KY State Treasurer"**.
Include Batch ID in the memo of check.

Mail To: P.O. Box 615, 211 Sower Boulevard, Frankfort, Kentucky 40602-0615

For any Questions, email to PSCWaterTraining@ky.gov (<mailto:PSCWaterTraining@ky.gov>)

Submitter Details

Utility Name	Contact	Email	Phone
Morgan County Water District	morganwater@gmail.com	morganwater@gmail.com	6067431204
Street	City	State	Zip
1009 Hwy 172	West Liberty	KY	41472
Send a Credit Card payment link			
No			

Attendees

Batch ID: 397

Last Name	First Name	Middle Name	Title	Attendee Type	Initial Training	Ordered Training	Continuing Education ID	Agency ID	Training Dates	Cost of Attendance
Lemaster	William		Commissioner	Commissioner	Yes	Yes			06/24/2025 - 2025	\$75
									Carter Caves State Park	

Total: \$75

Statement

Date _____

12/27/24

Morgan County Water District
1009 Hwy 172
West Liberty KY 40372

					Amount Due	Amount Enc.
					\$225.00	
Date	Description				Amount	Balance
09/30/24	Balance forward					135.00
10/30/24	PMT				-135.00	0.00
10/31/24	job feild tech				52.50	52.50
12/12/24	PMT #13740.				-52.50	0.00
12/19/24	bids				30.00	30.00
12/19/24	hiring clerk				97.50	127.50
12/26/24	hiring clerk				97.50	225.00
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due	
225.00	0.00	0.00	0.00	0.00	\$225.00	

PSC's Response 14
Page 32 of 78

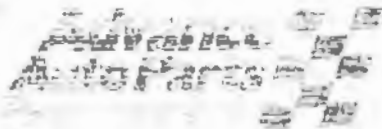
12:50:563

Morgan Co Water District

115

[REDACTED]

1477.02



Customer to enter for a part.

Store 6643 323 Main Street West Liberty, KY 41472 Phone: (606) 743-1204
Questions or feedback? Contact the Commercial Customer Support Team
at 1-877-280-5965 or email us at service@advanceautoparts.com

WFOBT
ADVANCE AUTO PARTS
AAP Financial Services
P.O. Box 742063
Atlanta, GA 30374-2063

Morgan County Water District
1009 New Hwy 172
West Liberty, KY 41472
Phone: (606) 743-1204
Account ID: 6643033113

PO#: 3038

Date: 1/09/20

Register: 3

Store/Unit#:

Internet Order #:

Invoice/Trans: 6643500938147

Time: 9:13:36AM

Delivery: Yes

Salesperson: Taylor

Payment Terms: Monthly

Submitter Name:

Part Number	Description	Part Number	Description	Part Number	Description	Part Number	Description	Part Number	Description
DieHard Platinum AGM	H6AGM	BTRY PLATINUM 1 E A LION 10230820	3 YR FREE REPLACEMENT	1	337.56	168.83	168.83		
DieHard Platinum AGM	H6AGM	CORE - BTRY-PLATINUM 1 E 10232120							
Returns									
DieHard Platinum AGM	H6AGM	CORE - BTRY-PLATINUM 1 E 10232120		-1		22.00	-22.00		

*** In store payments on AAP Comm Credit accounts will be applied to oldest invoices by date ***

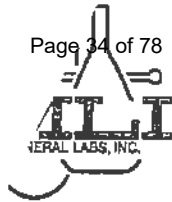
MERCHANDISE SUBTOTAL		168.83
T1 Tax @	6.0000%	10.13
TOTAL INVOICE		178.96
Tender Type	AAP Charge Account 544542	178.96
CHANGE		0.00



D2RBF1DMBJ1JVN1BJD

Customer's signature below certifies that the tax free purchase items qualify for resale or other permitted tax or fee exemption. Customer will pay all taxes and government fees on taxable purchases, cost and penalties if applicable. All cores need to be in the original box and in rebuildable condition to receive full core credit. Invoice required as proof of purchase for all returns.

THANK YOU FOR YOUR BUSINESS!



-WATER-SOIL ANALYSIS

Invoice # 4121218 PAGE 1

pany 11935 MORGAN COUNTY WATER DISTRICT
1009 HWY 172
WEST LIBERTY 41472

Date 12/31/2024

Amount Paid \$ 207.84

Please Return Top Portion With Payment

Terms: Net Due Upon Receipt of Invoice

Remittance Box 549, Salyersville, Kentucky 41465

1.5% Per Month, or Annual Percentage rate of 18% will be added to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price / ID	Total Price
12/13/24	1.00	Disposal Fee 125- 44	KY088059 (24024642) .98	.98
12/13/24	1.00	Coliform 125- 44	KY088059 (24024642) 25.00	25.00
12/13/24	1.00	Disposal Fee 114- 11	KY088059 (24024643) .98	.98
12/13/24	1.00	Coliform 114- 11	KY088059 (24024643) 25.00	25.00
12/13/24	1.00	Disposal Fee 119	KY088059 (24024644) .98	.98
12/13/24	1.00	Coliform 119	KY088059 (24024644) 25.00	25.00
12/13/24	1.00	Disposal Fee 036	KY088059 (24024645) .98	.98
12/13/24	1.00	Coliform 036	KY088059 (24024645) 25.00	25.00
12/30/24	1.00	Disposal Fee 002	KY088059 (24025929) .98	.98
12/30/24	1.00	Coliform 002	KY088059 (24025929) 25.00	25.00
12/30/24	1.00	Disposal Fee 149	KY088059 (24025930) .98	.98
12/30/24	1.00	Coliform 149	KY088059 (24025930) 25.00	25.00
12/30/24	1.00	Disposal Fee 041	KY088059 (24025931) .98	.98
12/30/24	1.00	Coliform 041	KY088059 (24025931) 25.00	25.00
12/30/24	1.00	Disposal Fee 111	KY088059 (24025932) .98	.98
12/30/24	1.00	Coliform 111	KY088059 (24025932) 25.00	25.00
CURRENT INVOICE 4121218 AMOUNT DUE				207.84

ORGAN COUNTY WATER
09 Hwy 172
WEST LIBERTY, KY 41472

ARBilling@efleets.com
1-866-553-266-

Combined Summary



Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$3,414.96	(\$3,414.96)	-	\$3,414.96	\$3,414.96	\$3,414.96
Total amount due:						\$3,414.96

Total amount due: \$3,414.96

Payment is due upon receipt, late if not paid by 2024-12-20

For additional billing details or to enroll in autopay, visit [Billing](#) or [Statements](#) at <https://login.efleets.com>

Late payment warning: Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%)

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust, not Enterprise Fleet Management, Inc., shall be deemed to be the Lessor of such vehicle under the Master Lease Agreement and shall have all rights and obligations of the Lessor under the Master Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Lease Agreement shall be paid to Enterprise Fleet Management, Inc. in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a), Insurance, and 12 (Indemnity) of the Master Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for and of Enterprise FM Trust.

The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this Invoice Schedule/Quote, all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate Maintenance Agreement entered into by and between Lessee and Enterprise Fleet Management, Inc., provided that such maintenance fees are being billed by FM Trust, and are payable at the direction of FM Trust, solely to an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

00039052 F002D C601 00591

For additional billing details and past charges, visit [Billing](#) or [Statements](#) at <https://login.efleets.com>

Cust Will Update		Cust Will Update		Cust Will Update	
Charge	Tax	Charge	Tax	Charge	Tax
\$714.04	\$714.04	\$888.57	\$888.57	\$888.57	\$888.57
\$8.00	\$8.00				
Total Charges for Customer		Total Charges for Customer		Total Charges for Customer	

82 **Interim**

enterprise

FLEET MANAGEMENT

Billing Solutions Team

ARBilling@ejeels.com

1-800-546-2954

WYOMING COUNTY WATER
609 Hwy 172
WEST LIBERTY, KY 41472

Combined Summary

Account	Previous Balance	Payments	Adjustments	New Charges	New Balance	Amount Due
Monthly Invoice	\$3,414.96	(\$3,414.96)	-	\$3,414.96	\$3,414.96	\$3,414.96
					Total amount due:	\$3,414.96

Total amount due: \$3,414.96

Payment is due upon receipt, late if not paid by 2025-01-20

Late payment warning: Past due items are subject to a Finance Charge of 1.5% per month (annual rate of 18%).

00039806 F002D C601 00560

[illegible]

the author's research on the effects of EM Trust and EM Tolerance on the acceptance of EM. The author also conducted a series of experiments to investigate the effects of EM Trust and EM Tolerance on the acceptance of EM. The author's research on the effects of EM Trust and EM Tolerance on the acceptance of EM is summarized in Table 1. The author's research on the effects of EM Trust and EM Tolerance on the acceptance of EM is summarized in Table 1.

For additional billing details or to enroll in autopay, visit Billing » Statements at: my.ups.com/billing (login affects cookies)

www.sagepub.com

Bill To:	Cust Will Update	Month Ending: 20	Year: 60
	Charge	Tax	Subtotal
14.04	\$714.04		\$714.04
\$8.00	\$8.00		\$8.00
	Vehicle Total		\$722.04
Bill To:	Cust Will Update	Month Ending: 28	Year: 60
	Charge	Tax	Subtotal
88.57	\$888.57		\$888.57
	Vehicle Total		\$888.57
Bill To:	Cust Will Update	Month Ending: 28	Year: 60
	Charge	Tax	Subtotal
88.57	\$888.57		\$888.57
	Vehicle Total		\$888.57
Print Current Charges for Customer [REDACTED]:			\$3,414.96
Total Charges for Customer [REDACTED]:			\$3,414.96

For additional billing details and past charges or to enroll in autopay, visit [Billing & Statements](#) at [my.earthlink.net](#)

Page 1 of 14



United Systems & Software, Inc
 PO Box 547
 91 Southwest One Boulevard
 Benton, Ky 42025
 Phone (270) 527-3293
 Fax (270) 527-3132
 www.united-systems.com

INVOICE

Invoice Date	Invoice Number	Page
12/31/24	111745	1 Of 1



SOLD MORGAN CO WATER DIST
 TO 1009 HWY 172
 WEST LIBERTY, KY 41472

SHIP MORGAN CO WATER DIST
 TO 1009 HWY 172
 WEST LIBERTY, KY 41472
 (606) 743-1204

Order Number	Order Date	Customer Number	Sales Representative	Purchase Order Number	Ship Via	Ship Date	Payment Terms
86241	12/31/24		Daniel Brown		UPS		Net 10
Quantity Ordered	Quantity Shipped	Item Number & Description				Unit Price	Extended Price
1	1	*SUPPORTCTT Software Support				\$376.00	\$376.00

Past due invoices will be assessed 1% interest per month.

Sales Amount	\$376.00
Sales Tax	\$0.00
Freight	\$0.00
Sub-Total	\$376.00
Amount Paid	\$0.00
Balance Due	\$376.00

Original

919 Prestonsburg Street
P O Box 218
West Liberty, KY 41472
606-743-3136

PO# 3035

ITEM	QTY	DATE/REV	EXT
815900020854	2.00	66 99	139.98
118578	EACH		
CERAMIC TOWER HEATER			

3.00% Service Fee

3.00% Cash Discount

TOTAL \$ 139.98

CHARGE	139 98
--------	--------

I AGREE TO PAY THE ABOVE TOTAL ACCORDING TO
THE POSTED TERMS AND CONDITIONS

FILE BY 10TH OF MONTH FOLLOWING PURCHASE.

TON	AMOUNT	BALANCE
ANCE	0.00	0.00
	139.98	139.98

CURRENT AMT DUE	PAST DUE 1 MONTH	PAST DUE 2 MONTHS	PAST DUE 3 MONTHS	TOTAL DUE
139.98	0.00	0.00	0.00	139.98

Utility Solutions LLC.

6922 us 60 west
Morehead, KY 40351
PH 606-780-8700
FAX606-780-0656

Bill To: MORGAN COUNTY WATER DISTRICT
MORGAN COUNTY WATER DISTRICT
1009 HWY 172
WEST LIBERTY, KY 41472

Item Name	Item Description	Attribute	Size	Orig Price	Disc % Type	Qty	Price	Ext Price
600XLLUSC-3/4	600XLLUSC WATER PRESSURE REDUCING VALVE N/L FPT X FPT		3/4"	\$92.42		12	\$92.42	\$1,109.04

Subtotal: \$1,109.04
Exempt 0 % Tax + \$0.00
RECEIPT TOTAL: \$1,109.04

Check: \$1,109.04 13790

Past Due: \$22,436.82

Thanks for shopping with us!
THIS IS NOT A INVOICE



12/23/2024

Cashier: Sysadmin
Page 1

Utility Solutions LLC.

6922 us 60 west
Morehead, KY 40351
PH 606-780-8700
FAX606-780-0656

Bill To: MORGAN COUNTY WATER DISTRICT
MORGAN COUNTY WATER DISTRICT
1009 HWY 172
WEST LIBERTY, KY 41472

Item Name	Item Description	Attribute	Size	Orig Price	Disc % Type	Qty	Price	Ext Price	Tax
600XLLUSC-3/4	600XLLUSC WATER PRESSURE REDUCING VALVE N/L FPT X FPT		3/4"	\$92.42		6	\$92.42	\$554.52	T

Subtotal: \$554.52
Exempt 0 % Tax: + \$0.00
RECEIPT TOTAL: \$554.52

Check: \$554.52 13766

Past Due: \$22,436.82

Thanks for shopping with us!
THIS IS NOT A INVOICE



31002



WEST LIBERTY
398 GLENN AVE
WEST LIBERTY, KY 41472-9999
(800) 275-8777

12/23/2024 10:13 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Cust Permit Dep			\$1734.32
Permit Type: Permit Imprint			
Permit Number: 25			
Permit Acct Number: 666927			
Customer Name: MORGAN COUNTY WATER DISTRICT			

Grand Total: \$1734.32

Personal/Bus Check \$1734.32

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All Priority Mail Express shipments mailed between December 22 and December 25, 2024 will not be eligible for postage refunds unless the package is not delivered or an attempt to deliver is not made within two delivery days of the date of the accepted scan event.

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

Tell us about your experience
Go to: <https://postalexperience.com/Post>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 208240-0472
Receipt #: 840-54000368-3-2219445-1
Clerk: 01

ADDRESS SERVICE REQUEST

51.17
54.68 9999-99999-999 01/10/25

99999-9999

1,734.32

First-Class - Regular
PostCards only
y Mailer: 0.0050 lbs (.08 oz)
3,097 pieces
15.4850 lbs
\$1734.32

Affixed Postage:

\$0.00
\$1734.32

1' MM Trays	2' MM Trays	2' EMM Trays	Flat Trays	Sacks	Pallets	Other
1	1					

our mailing by - Dec 30, 2024

Hours

1398	Mon	08:00 AM - 12:00 PM
ERTY, KY	Tue	08:00 AM - 12:00 PM
	Wed	08:00 AM - 12:00 PM
	Thu	08:00 AM - 12:00 PM
	Fri	08:00 AM - 12:00 PM
	Sat	Closed
	Sun	Closed

o additional verification at the time of acceptance.
sed at the self service terminal.

SCAN AT ACCEPTANCE



7900 0000 0000 6443 1238 99

CUSTOMER'S ORDER NO.						
DEPARTMENT					DATE	
NAME						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1					540.00	
2						
3						
4					16.00	
5						
6						
7					556.00	
8						
9					149.00	
10						
11						
12					705.00	
13						
14						
15						
16						
17						
18						
RECEIVED BY						

KEEP THIS SLIP FOR REFERENCE

CUSTOMER'S ORDER NO.						
DEPARTMENT					DATE	
NAME						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	COD	CHARGE	ON ACCT	MDSE RETD	PAID OUT
QUANTITY	DESCRIPTION				PRICE	AMOUNT
1					630.00	
2					11.00	
3					16.00	
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
RECEIVED BY						

081219-1

KEEP THIS SLIP FOR REFERENCE



WEST LIBERTY
398 GLENN AVE
WEST LIBERTY, KY 41472-9998
(800)275-8777

01/28/2025 08:33 AM

Product	Qty	Unit Price	Price
---------	-----	------------	-------

Dust Permit Dep			\$1730.40
Permit Type: Permit Imprint			
Permit Number: 25			
Permit Acct Number: 666927			
Customer Name: MORGAN COUNTY WATER DISTRICT			

Grand Total: \$1730.40

Personal/Bus Check \$1730.40

Preview your Mail
Track your Packages
Sign up for FREE @
<https://informedelivery.usps.com>

All sales final on stamps and postage.
Refunds for guaranteed services only.
Thank you for your business.

Tell us about your experience.
Go to: <https://postalexperience.com/Pos>
or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 208240-0472
Receipt #: 840-54000368-2-5012707-1
Clerk: 03

Total Postage Amount

Total Postage Due

URS
R DAY
10 PM

ADDRESS SERVICE REQUESTED

ROGS

ACCOUNT	DUE DATE
9999-99999-999	02/10/25

AMOUNT DUE ON 02/10/25
TO CREDIT CARD

SAVE THIS

7 DUE ON 02/10/25

MORGAN COUNTY WATER DISTRICT

666927

MORGAN COUNTY WATER DISTRICT

PI 25

MORGAN COUNTY WATER DISTRICT

MORGAN COUNTY WATER DISTRICT

7452223

Handling Units

MM Trays	Flat Trays	Sacks	Pallets	Other
0	0	0	0	0

First-Class Mail - Regular

Postcards Only

ler 0.0050 lbs (0.08 oz)

3090

15.4500 lbs

\$1,730.4000

\$1,730.40

\$1,730.40

Account Balance

Opening Balance: \$0.00

Estimated Closing Balance: -\$1,730.40

The balance above may change prior to Postal acceptance of the mailing due to the timing of deposits, additional mailings, or other adjustments to the account.



STATEMENT

Account No. MCWATE

Closing Date 11/25/2024

MORGAN CO WATER DISTRICT

1009 HWY 172
WEST LIBERTY KY 41472

ACCOUNTS DUE AND PAYABLE
BY THE 10th OF THE MONTH

DOCUMENT	DATE	DESCRIPTION	CHARGES	PAYMENTS/CREDITS	BALANCE					
..... 13435	10/25/24	Bal. Frw'd.	-434.80	.00	-434.80					
	10/25/24	LUA51312/MORGAN CO W	3363.31	.00	2928.51					
ACCOUNT STATUS			30 DAYS	.00	60 DAYS	.00	90 DAYS	.00	120 DAYS	.00
PAY THIS AMOUNT ▶										
2928.51										

A FINANCE CHARGE will apply if the new balance is unpaid one month from the closing date of the statement. The "FINANCE CHARGES" are computed by a periodic rate of _____ % per month which is an ANNUAL PERCENTAGE RATE of _____ % applied to the unpaid balance after deducting current payments and/or credits appearing on this statement from the previous balance.

91 2886 2172 0225 0120 6856

U.S. Postal Service
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com

West Liberty, KY 41472

Certified Mail Fee \$4.85

Extra Services & Fees (check box, add fee as appropriate)

☐ Return Receipt (hardcopy) \$0.00

☐ Return Receipt (electronic) \$0.00

☐ Certified Mail Restricted Delivery \$0.00

☐ Adult Signature Required \$0.00

☐ Adult Signature Restricted Delivery \$0.00

Postage \$10.50

Total Postage and Fees \$19.45

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

Insurance \$0.00
 Up to \$100.00 included

Certified Mail® \$4.85
 Tracking #: 9589 0710 5270 2117 9882 16

Return Receipt \$4.10
 Tracking #: 9590 9402 8815 4005 4006 72

Total \$19.45

Grand total: \$19.45

Debit Card Remit \$19.45
 Card Name: MasterCard
 Account #: XXXXXXXXXX4216
 Approval #
 Transaction #: 160
 Receipt #: 016367
 Debit Card Purchase \$19.45
 AID: A0000000042203
 AL: Debit
 PIN: Verified

Grand total:

Debit Card Remit

Card Name: MasterCard

Account #: XXXXXXXXXX4216

Approval #

Transaction #: 133

Receipt #: 016326

Debit Card Purchase \$280.00

AID: A0000000042203

AL: Debit

PIN: Verified

01/13/2025

WEST LIBERTY
 398 GLENN AVE
 WEST LIBERTY, KY 41472-1
 (800)275-8777



Late Bills



WEST LIBERTY
 398 GLENN AVE
 WEST LIBERTY, KY 41472-9998
 (800)275-8777

02/10/2025 01:31 PM

Product Qty Unit Price

Sailboats Coil 6 \$56.00 \$336.00

Grand total: \$336.00

Credit Card Remit \$336.00

Card Name: MasterCard
 Account #: XXXXXXXXXX4216
 Approval #: 054334
 Transaction #: 820
 AID: A0000000042203
 AL: Debit
 PIN: Not Required

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://infomedelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.

Tell us about your experience.
 Go to: <http://postalexperience.com/ps>
 or scan this code with your mobile device.



or call 1-800-410-7420.

UFN: 208240 0472
 Receipt #: 840-54000368-2 503 0742 1
 Clerk: 03



Tell us about your experience.
 Go to: <http://postalexperience.com/ps>
 or scan this code with your mobile device.

Preview your Mail
 Track your Packages
 Sign up for FREE @
<https://infomedelivery.usps.com>

All sales final on stamps and postage.
 Refunds for guaranteed services only.
 Thank you for your business.



INVOICE

Invoice Number

KY028210

Invoice Date

03/04/2024

Customer No

Sales Representative Nick Hays

Sold To

MORGAN CO WATER DIST
1009 HWY 172
WEST LIBERTY, KY 41472, USA

Ship To

MORGAN CO WATER DIST
1009 HWY 172
WEST LIBERTY, KY 41472, USA

Sales Site

CONSOLIDATED PIPE & SUPPLY
907 HONEYBRANCH INDL PARK
DEBORD, KY 41214-8915

Order 2832282-000

Ship Date

03/04/2024

Ordered By

LEXI

Terms of Payment

Net 30 Days

Customer PO No

PO#2865

Delivery Terms

Prepaid Destination

Order Line Details

Line	CPS Part No Part Description	Customer Part No	Bid Item	Order Qty	Invoice Qty	Unit Price	UoM	Extended Amount
1	23-0058-00327 5/8X3/4 FORD PREFAB TAIL PIECE PJ NL **\$66.82			50.00	50.00	\$66.82	EA	\$3,341.00

Invoice Subtotal Amount

\$3,341.00

Invoice Total

\$3,341.00

REMIT PAYMENT TO: CONSOLIDATED PIPE & SUPPLY COMPANY, INC. DEPARTMENT 3147, PO BOX 2153, BIRMINGHAM, AL 35287-3147

Page 2 of 3

This Invoice is subject to and will be governed by Consolidated Pipe's Domestic Terms and Conditions which can be found at <https://consolidatedpipe.com/wp-content/uploads/Consolidated-Pipe-Supply-General-Terms-and-Conditions-of-Sale-10.1.16-03622602-7.pdf>. Only Consolidated Pipe's Terms and Conditions shall apply. Any other new, additional, or conflicting terms and conditions shall be inapplicable to this invoice as well as to any related purchase order or other agreement, or any performance thereunder.

00218841000001020300



stationers

Statement as of

01/02/25

STATIONERS, INC.

PO BOX 2727
HUNTINGTON
800.862.7200

WV 25727

Account Number

S062314

Phone Number

606-743-1204

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O

MORGAN CO WATER DISTRICT

1009 HIGHWAY 172

WEST LIBERTY KY 41472

Page 1 of 1

Statement as of

01/02/25

Account Number

S062314

Account Name

MORGAN CO WATER I

Page 1 of 1

INVOICE NO.	DATE	REMARKS	CHECK/PO	AMOUNT	RUNNING BAL
322319-1	12/13/24	INVOICE		196.68	196.68
	12/19/24	CREDIT RETURN		-134.10	62.58
323639-0	12/31/24	INVOICE		24.54	87.12

INVOICE NO.	AMT DUE
322319-1	
	62.58
323639-0	
	24.54

THANK YOU FOR ORDERING WITH US
CURRENT ACCOUNTS: INVOICES ARE DUE AND PAYABLE

CURRENT	OVER 30	OVER 60	OVER 90	TOTAL DUE
87.12	.00	.00	.00	87.12

TOTAL DUE

87.12

LAST PAYMENT APPLIED ON 12/30/24 CHECK #13760 FOR \$ 89.98

Please Return this Stub
with Payment

O&M Checking

230.60

PRODUCT DLT104 USE WITH 91653 ENVELOPE

CHAPMAN PRINTING CO INC (304) 528-2791

American Business
Systems IncAmerican Business Systems Inc
PO Box 660831
Dallas, TX 75266-0831Invoice Number: 38191384
Due Date: 01/19/2025
Total Due: \$230.60**Important Messages****We appreciate your business!**

Please remove the remittance portion of this invoice and include it with your payment.

Invoice Detail

Agreement 010-3069363-000: Lexmark XC4342 Copier		Amount	Tax	Total
1	Standard Payment	198.20	0.00	198.20
2	Supply Freight Fee	10.00	0.00	10.00
3	Usage For Color Images	22.40	0.00	22.40
				\$230.60

To pay online, visit www.accountservicing.com/payment.For more information about your invoice, please:
Email us at customersupport-06@accountservicing.com
Visit www.accountservicing.com
Call us at 866-803-2657**Total Due \$230.60**

Dishonored Checks, Drafts Or Orders Shall Be Subject To A Surcharge Of \$30



O&M Checking

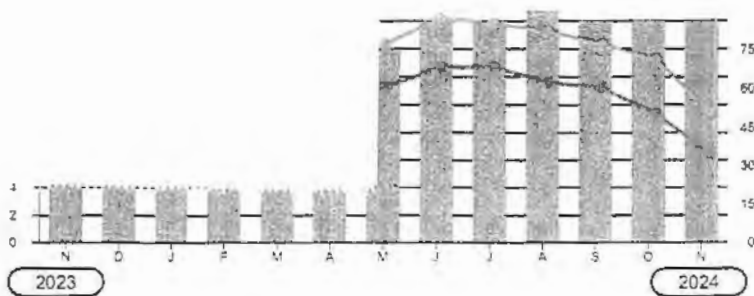
2,001.29

PRODUCT DLT104

USE WITH 91663 ENVELOPE

CHAPMAN PRINTING CO INC (304) 528-2791

4867203200
DATE: 01/13/2025 10:18 AM



Electric Service	16 kWh @ 0.09334	\$1.49
Fuel Cost Adjustment	16 kWh @ 0.00703	\$0.11
Environmental Surcharge	31.26 @ 0.1262	\$3.95
School Tax		\$1.06
Total Current Charges		\$36.27

Energy Usage Comparison



Information

Date 12/15/2024
 Account Number [REDACTED]
 Phone Number 16352713
 Late Charges Apply After 01/02/2025
 Total Due Upon Receipt \$915.72

Summary of Charges**Balance Information**

Previous Balance 915.25
 Thank you for your payment(s) -915.25
 Balance Forward \$0.00

New Charges

Recurring Charges 814.91
 Non Recurring Charges 23.02
 Discounts -9.09
 Fees, Taxes And Surcharges 86.88
Total New Charges \$915.72

Total Amount Due \$915.72

Important Messages

Visit appalachianwireless.com to utilize MyAppWire! MyAppWire allows you to pay your bill, set up autopay, track data usage, and view your plan. Not set up yet? No problem! Visit a retail location or call Customer Service to see how you can use MyAppWire today!

Want more updates on new products, promotions, services and job opportunities? Like us on Facebook, follow us on Twitter, or visit one of our many Retail or Authorized Dealer locations to receive the latest updates.

We are you.

We are Appalachian Wireless.

**Pay with your
phone in seconds!**

1



Snap
a photo
of your bill

2



Choose
your payment
method

Get the Papaya App



www.ppay.com/pay



For Customer Service assistance, please dial 511 from your cellular phone (minutes are not charged to your account) or call (606) 495-2105 or (800) 438-2035.

Page 1 of 12

(606) 495-7000	20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	86.88	21.00
Total	459.91	23.02	0.00	0.00	0.00	0.00	0.00	0.00	-9.09	86.88	\$560.72

Charges for User (606) 495-0333

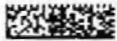
	Date	# of Calls	Minutes	Cost
Recurring Charges (606) 495-0333				
Advantage Smartphone 25gb HS Unl Plan Access 12	12/15/2024 - 01/14/2025			20.00
Total Recurring Charges				\$20.00
Airtime Charges - Included				
VoLTE Airtime		15	61	0.00
VoLTE Incoming Airtime		22	31	0.00
VoLTE M-M Airtime		34	69	0.00
VoLTE M-M Incoming Airtime		25	46	0.00
Total Airtime Charges - Included			207	\$0.00
Text Messaging				
Incoming SMS Msg		116		0.00
Outgoing SMS Msg		2		0.00

Page 2 of 12

Payment/Return Mail:
 BOX 24401
 CANTON, OH 44701-4401

SERVICE ADDRESS: MORGAN CO WATER DISTRICT, 1180 PRESTONSBURG ST, WEST LIBERTY, KY 41472

CY 19



001944 7275334 000 01 001

HSP 2
R00006515

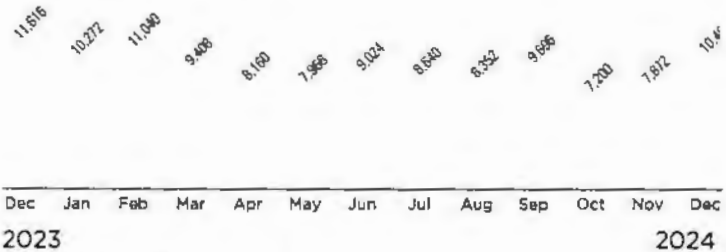
MORGAN CO WATER DISTRICT
 1009 HIGHWAY 172
 WEST LIBERTY KY 41472-6035



Notes from KPCO:

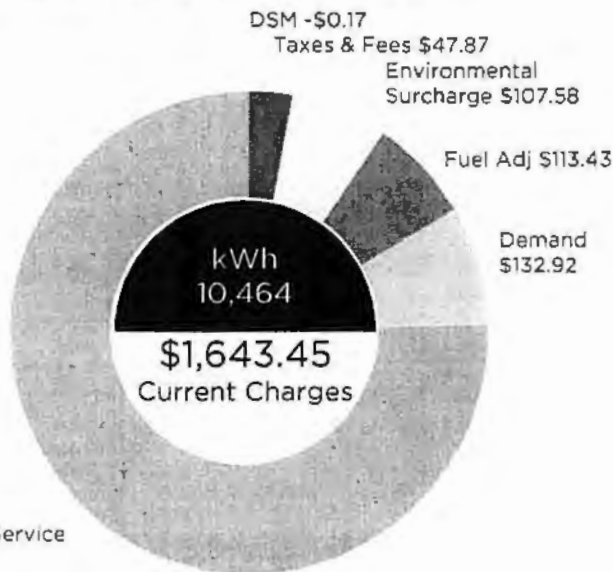
Make this bill the last one sent in the mail! Go paperless and get email alerts when your bill is ready. Sign up at AEPPaperless.com!

Usage History (kWh):



Current bill summary:

Billing from 11/22/24 - 12/26/24 (35 days)



Methods of Payment

kentuckypower.com

PO Box 371496
 Pittsburgh, PA 15250-7496

1-800-611-0964 (fee may apply)

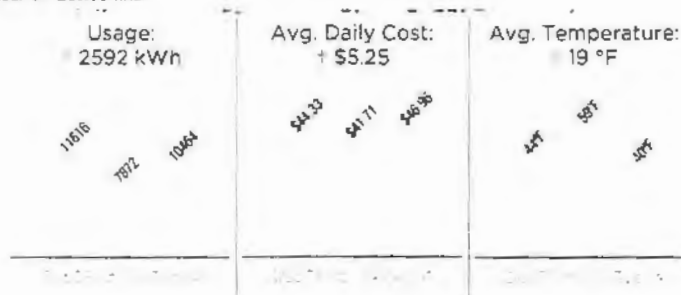
Need to get in touch?

Customer Operations Center: 1-800-572-1113

Outages: kentuckypower.com/outages
 or 1-800-572-1113

Please tear on dotted line.

Turn over for important information!



Total usage for the past 12 months: 109,248 kWh

Average (Avg.) monthly usage: 9,104 kWh

Billed Usage 12/24				
Usage	Power Factor	Power Factor Constant	Meter Location Comp.	Billed Usage
10,464	-	-	-	10,464 kWh
25,920	-	-	-	25,900 kW



INVOICE

Customer ID:

Customer Name:

Service Period:

Invoice Date:

Invoice Number:

MORGAN CO WATER DISTRICT

02/01/25-02/28/2

01/16/202

0238176-4022

How to Contact Us**Visit wm.com/MyWM**

Create a My WM profile for easy access to your pickup schedule, service alerts and online tools for billing and more. Have a question? Check our support center or start a chat.



Customer Service: (800) 607-9509

Your Payment is Due**Due Upon Receipt**

If full payment of the invoiced amount is not received within your contractual terms, you may be charged a monthly late charge of 2.5% of the unpaid amount, with a minimum monthly charge of \$5, or such late charge allowed under applicable law, regulation or contract.

Your Total Due**\$138.72**

Previous Balance	+	Payments	+	Adjustments	+	Current Invoice Charges	=	Total Account Balance Due
(5.00)		0.00		0.00		143.72		138.72

DETAILS OF SERVICE**Details for Service Location:**

Morgan Co Water District, 1009 Highway 172, West Liberty KY 41472

Customer ID: 18-60816-82373

Description	Date	Ticket	Quantity	Amount
6 Yard Dumpster Service	02/01/25		1.00	143.72
Total Current Charges				143.72

Please detach and send the invoice portion with payment. (no cash or check)



425 Main Street Suite A
PO Box 399
West Liberty, KY 41472

Bill At A Glance 02/01/2025

MORGAN COUNTY WATER DISTRICT

BALANCE FROM LAST BILLING		583.15
PAYMENTS RECEIVED	01-09	583.15CR
PREVIOUS BALANCE DUE		.00

SUMMARY BY SERVICE TYPE

REGULATED SERVICES	196.87
INTERNET DSL CHARGES	204.85
DEREGULATED CHARGES	80.09
DEREG ONE TIME CHARGES	90.74
MOUNTAIN TELEPHONE LONG DIST	4.62

CURRENT BILLING AMOUNT	577.17
-------------------------------	---------------

Total Due: Please Pay This Amount	577.17
--	---------------

Previous Bill	Payment/Adj	Current Billing	Total Due
\$583.15	\$583.15CR	\$577.17	\$577.17

MESSAGE CENTER

****NOTICE**** Payments received after the 10th may be assessed a late fee of \$2.00 or 5%, whichever is greater. To make a payment by phone, please dial 606-743-3121 or toll free at 844-960-2940 and follow the prompts.

FOR BILLING INQUIRIES CALL: 606-743-3121

Payments received after 01-23 may not be reflected on this billing statement.

Authorization Code 62323259

Please return lower portion with your payment...retain upper portion for your records

Mountain Rural Telephone Coop
PO BOX 399
425 MAIN STREET SUITE A
WEST LIBERTY, KY 41472-1013
(606)743-3121

Journal: 103746 Date: Jan 9, 2025
Set: 0 Time: 1:36:39

MORGAN COUNTY WATER DISTRICT
TELE/INTERNET PAYMENT 583.15

583.15

Total To-Be-Paid: 583.15
13773 PERSONAL CHECK: 583.15

Change Due: 0.00

PRINTING CO INC (304) 528-2791

4867203200

1 1288 kdb 1 24

THANK YOU FOR YOUR PAYMENT!

Please return lower portion with your payment...retain upper portion for your records





LEARN MORE AT [LOWES.COM/MYLOWESREWARDS](https://www.lowes.com/mylowesrewards)

LOWE'S HOME CENTERS, LLC
100 KROGER CENTER
MURFREESBORO, KY 40351 (606) 700 2200

SALE --

SALES#: FSTLAN04 5023486 TRANS#: 779253313 12 23 24

323763 BERNZ LPG UTILITY TUNING 26.48

SUBTOTAL:	26.48
TOTAL TAX:	1.59
INVOICE #4014 TOTAL:	28.07
DEBITING:	28.07
CHANGE:	0.00

DEBITAL: XXXXXXXXXXXX4216 AMOUNT: 28.07 BALANCE: 145913

CHIP REF ID: 180818014983 12/23/24 13:18:57

*PIN VERIFIED

TRACE: 014983 REF ID: 180818014983



LEARN MORE AT LUMES.COM/MYLOWESTWAGES

LOVE'S HOME CENTERS, LLC
100 KROGER CENTER
MADISON, KY 40351 (606) 706-

17HS

SOURCE: FSLHNOI 5 H06/64; ASHUMI 17 12 84

RECEIVED BY THE DIRECTOR
JAN 10 1978

SUBTOTAL:	20.46
TOTAL TAX:	1.59
INVOICE TOTAL:	22.05
DEBITING:	22.05
CREDITING:	0.00

DATE TIME : XXXXXXXXXXXXXXXX0260000000 : 28-07-2000 19:54:26
TIME REF ID: 100021060607 / 272374 13-1-76

U11-1130 N17.

$\lambda_{\text{max}} = 290 \text{ nm}$, $\epsilon = 1.78 \times 10^4$

Office Hours: Monday thru Friday 7:00 am to 5:30 pm
Drive Thru Hours: Monday thru Friday 7:30 am to 4:30 pm

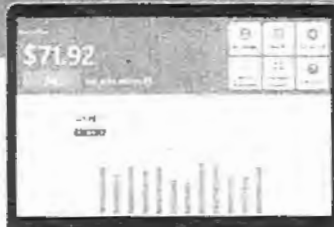
ACCOUNT NAME					
MORGAN CO WATER DISTRICT					
ACCOUNT #	SERVICE ADDRESS				
[REDACTED]	CANBY VALLEY LINE				
METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
17010690	12/18/24 - 1/16/25	17854	17900	46	\$141.68

Call 811 Before You Dig. Pay on line at westliberty.ky.gov

Net Due On or Before 02/10/2025 \$141.68

Amount Due After 02/10/2025 \$155.85

Simplify your utility experience



Pay online, go paperless, sign up for autopay, and access usage and payment history 24/7 by creating a web portal account!

Scan the QR code to get started!



YN

City of West Liberty

565 Main Street
West Liberty, KY 41472
(808) 743-3330

Receipt # 217697

Receipt Date 01/09/25 12:33 PM

Clerk payment computer

0005-00475-001 MORGAN CO WATER DIST

Beginning Balance	\$132.44
Check Received	\$132.44
Remaining Balance	\$0.00

0005-00314-001 MORGAN CO WATER DIST

Beginning Balance	\$286.44
Check Received	\$286.44
Remaining Balance	\$0.00

31,305.12

0005-00313-001 MORGAN CO WATER DIST

Beginning Balance	\$7,884.80
Check Received	\$7,884.80
Remaining Balance	\$0.00

PRINTING CO INC (304) 528-2791

4867203200
01/09/25 12:33 PM

0005-00175-001 MORGAN CO WATER DIST

Beginning Balance	\$33.88
Check Received	\$33.88
Remaining Balance	\$0.00

Amount Due After 01/10/2025

\$145.68

0005-00111-001 MORGAN CO WATER DIST

Beginning Balance	\$2,531.76
Check Received	\$2,531.76
Remaining Balance	\$0.00

0002-01266-001 MORGAN CO WATER DIST

Beginning Balance	\$18,005.68
Check Received	\$20,435.80
Remaining Balance	-\$2,430.12

Total Owed	\$28,875.00
Total Credited	\$31,305.12

Check 13772	\$31,305.12
Total Received	\$31,305.12

Change Due	\$0.00
------------	--------

utility experience

Pay online, go paperless, sign up for autopay,
and access usage and payment history 24/7
by creating a web portal account!

Scan the QR code to get started!





Page 1 of 1

Remittance Copy -- Return with Payment

Morgan County Water District
Attn: Ashlee Ferguson
1009 Hwy 172
West Liberty, KY 41472

Group Number: [REDACTED]
Invoice Number: 1121075
Invoice Date: 01/01/2025

Payment Due: 02/01/2025
Total Due: \$169.00

Line No	Employee Name	Policy Type	Policy Number	Current Due	Past Due	Comment Code
1	[REDACTED]	Heart	[REDACTED]	\$39.80		
2	[REDACTED]	Heart	[REDACTED]	\$48.40		
3	[REDACTED]	Cancer	[REDACTED]	\$63.90		
4	[REDACTED]	Heart	[REDACTED]	\$16.90		

Current Due	Past Due	Total Due
\$169.00	\$0.00	\$169.00

Please remit the total amount due by the due date along with a copy of this invoice. Thank you.

You may pay by check or credit card.

Pay by Credit Card:

Name of Cardholder: _____

Credit Card Type: _____

Account Number: _____

Expiration Date: ____/____ CVV code (3 digit # on back of card): _____

Signature of Cardholder: _____ Date: ____/____

Enter one of the following explanation codes in the comment column for any unpaid amount:

C - Employee Request To Cancel
T - Employee Terminated

L - Employee on Leave of Absence
R - Employee has Retired

Customer Copy

Morgan County Water District
Attn: Ashlee Ferguson
1009 Hwy 172
West Liberty, KY 41472

Group Number: XXXXXXXXXX
Invoice Number: 1115525
Invoice Date: 12/01/2024

Payment Due: 01/01/2025
Total Due: \$169.00

Line No	Employee Name	Policy Type	Policy Number	Current Due	Past Due	Comment Code
1	XXXXXXXXXX	Heart	XXXXXXXXXX	\$39.80		
2	XXXXXXXXXX	Heart	XXXXXXXXXX	\$48.40		
3	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX	Cancer	XXXXXXXXXX	\$63.90		
4	XXXXXXXXXXXXXXXXXXXX XXXXXXXXXX	Heart	XXXXXXXXXX	\$16.90		

Current Due	Past Due	Total Due
\$169.00	\$0.00	\$169.00

Please remit the total amount due by the due date along with a copy of this invoice. Thank you.

You may pay by check or credit card.

Pay by Credit Card:

Name of Cardholder: _____

Credit Card Type: _____

Account Number : _____

Expiration Date: ____/____ CVV code (3 digit # on back of card): _____

Signature of Cardholder: _____ Date: ____/____

Enter one of the following explanation codes in the comment column for any unpaid amount:

C - Employee Request To Cancel
T - Employee Terminated

L - Employee on Leave of Absence
R - Employee has Retired

Kentucky Rural Water Association, Inc.

151 Old Porter Pike
Bowling Green, KY 42103 US
D.MEADOR@KRWA.ORG



INVOICE

Mr. John Coffey
Morgan Co. Water District
1009 New Highway 172
West Liberty, KY 41472

Mr. John Coffey
Morgan Co. Water District
1009 New Highway 172
West Liberty, KY 41472

12199
DATE 12/30/2024
TERMS Net 30
DUPLICATE 01/29/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMC
01/01/2025	Compliance Check Annual Enrollment (WP Connections 1201-4000)	Compliance Check Annual Enrollment (WP Connections 1201-4000)	1	1,680.00	1,68

BALANCE DUE

\$1,680

Cave Run Water Commission, Inc

7533 HWY 1693
Wellington, KY 40387
Phone: (606) 768-6665
Fax: (606) 768-6580

Stacy Smallwood
Commissioner

Oscar Brewer
Chairman

Mike Helton
Secretary/Treasurer

Nathan Meade
Commissioner

Samantha Williams
Commissioner

Larry Workman
Plant Superintendent

Customer	Billing Period	Gallons Used		Cost per 1000 Gallons	Amount Due
Morgan County Water District	11/23/24 - 12/22/24	Actual	8,293,000	\$ 2.90	\$ 24,049.70
		Minimum	1,800,000		

Payment is Due: December 10, 2024

29,049.70

Remit Payment To:

Cave Run Water Commission, Inc
c/o Jim's Tax Service
1044 Iroquois Drive
Mt. Sterling, KY 40353

Cave Run Water Commission, Inc

7533 HWY 1693
Wellington, KY 40387
Phone: (606) 768-6665
Fax: (606) 768-6580

Stacy Smailwood
Commissioner

Oscar Brewer
Chairman

Mike Helton
Secretary/Treasurer

Nathan Meade
Commissioner

Samantha Williams
Commissioner

Larry Workman
Plant Superintendent

Customer	Billing Period	Gallons Used		Cost per 1000 Gallons	Amount Due
Morgan County Water District	12/23/24 - 01/22/25	Actual	10,002,000	\$ 3.30	\$ 33,006.60
		Minimum	1,800,000		

Payment is Due: January 10, 2025

Remit Payment To:

Cave Run Water Commission, Inc
c/o Jim's Tax Service
1044 Iroquois Drive
Mt. Sterling, KY 40353

Invoice Nbr: 000000010531833
Bill Type: 890
Group Nbr: D13173-0000
Bill Group Nbr: 0000
Due Date: 01/01/2025
Region: CENTRAL

|||||
*****MIXED AADC 403 10
2511 2 FP 0.636
PERSONAL AND CONFIDENTIAL
MORGAN COUNTY WATER DISTR - 0000 - D13173
ATTN: SHANNON ELAM
1009 KY 172
WEST LIBERTY KY 41472

Administrative Contact:
E-Mail: centralregion@anthem.com
Phone Number: 866-551-0315
Fax Number: 614-433-8302
Invoice Date: 12/12/2024
Reference ID: 383865

Billing Statement Summary for JANUARY 01, 2025 TO FEBRUARY 01, 2025

Outstanding Balance	\$0.00	
Account Credit	\$25.00	
Beginning Balance	\$25.00CR	
Current Period Premium	\$59.25	
Current Period Adjustments	\$0.00	
Administrative Fees	\$0.00	
Current Billed Balance	\$59.25	
TOTAL AMOUNT DUE	\$34.25	PLEASE PAY THIS AMOUNT

Your premium payment grace period expires 31 days after the premium due date unless otherwise agreed to by us. Please remember, we have no liability for claims incurred on or after the due date of your earliest outstanding bill, except as outlined in your policy/certificate.

Invoice Nbr: 00000001026 6

Bill Type: 890

Group Nbr: D13173-0000

Bill Group Nbr: 0000

Due Date: 02/01/2025

Region: CENTRAL

*****SNGLP

3562 2 SP 0.730

15

PERSONAL AND CONFIDENTIAL

MORGAN COUNTY WATER DIST - 0000 - D13173

ATTN: SHANNON ELAM

1000 KY 172

WEST LIBERTY KY 40472

Administrative Contact:

E-Mail: centralregion@anthem.com

Phone Number: 866-551-4315

Fax Number: 614-453-8302

Invoice Date: 01/14/2025

Reference ID: 383865

Billing Statement Summary for FEBRUARY 01, 2025 TO MARCH 01, 2025

Outstanding Balance \$0.00

Account Credit \$0.00

Beginning Balance \$0.00

Current Period Premium \$56.00

Current Period Adjustments \$3.25CR

Administrative Fees \$0.00

Current Billed Balance \$52.75

TOTAL AMOUNT DUE \$52.75

PLEASE PAY THIS AMOUNT

Your premium payment grace period expires 31 days after the premium due date unless otherwise agreed to by us. Please remember, we have no liability for claims incurred on or after the due date of your earliest outstanding bill, except as outlined in your policy/certificate.



Billing Summary

Invoice No: 0202501304160

Group Name: MORGAN COUNTY WATER DISTR
Group Number: [REDACTED]Billing Period: 02/01/2025 to 03/01/2025
Date Billed: 01/02/2025
Due Date: 02/01/2025

Billing Summary

Prior Billing	Net Amount Due	Amount Paid	Balance
Details	\$10,136.61	\$10,136.61	\$0.00
Sub Total			\$0.00
Current Billing			
Details	\$5,529.06	\$0.00	\$5,529.06
Sub Total			\$5,529.06
Total Amount Due			\$5,529.06

Membership Detail

ID#	Subscriber	Product	Volume	Contract Type	No Cov	Rate* Chg	Subscriber Amount	Dep Amount	Premium Amount
[REDACTED]	[REDACTED]	CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16
		GD A37S		EE	01		\$889.25	\$0.00	\$889.25
		CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16
		GD A37S		EE	01		\$889.25	\$0.00	\$889.25
		CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16
		GD A37S		EE	01		\$889.25	\$0.00	\$889.25
		CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16
		GD A37S		EE	01		\$889.25	\$0.00	\$889.25
		CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16
		GD A37S		EE	01		\$889.25	\$0.00	\$889.25
		CC KY-C9		EE	01		\$24.10	\$0.00	\$24.10
		FS.A.10.0		EE	01		\$8.16	\$0.00	\$8.16

70

CFA

Date 1/30/25

[illegible]

01	31	2025
----	----	------

MC Tax Administrator
450 Prestonsburg Street
West Liberty, KY 41472
(606) 743-3897

MC QTR OCC FORM 1

Notach Hara

Results are in Table 1.1.

MC Tax Administrator				MORGAN COUNTY TAX ADMINISTRATOR			
RECONCILIATION OF LICENSE FEE WITHHELD DURING YEAR ENDED 2024				450 PRESTONSBURG STREET WEST LIBERTY, KY 41472			
		TOTAL PAYROLL		SUBJECT PAYROLL		TOTAL PAYMENT	
1. 1st Quarter ended Mar. 31.....	\$	128 914	33	\$	128 914	33	X .015 = \$ 1933 71
2. 2nd Quarter ended June 30.....	\$	157 454	15	\$	157 454	15	X .015 = \$ 2361 97
3. 3rd Quarter ended Sept. 30.....	\$	106 934	84	\$	106 934	84	X .015 = \$ 1604 10
4. 4th Quarter ended Dec. 31.....	\$	80 395	58	\$	80 395	58	X .015 = \$ 1200 09
5. TOTAL ALL QUARTERS.....	\$	473 698	90	\$	473 698	90	\$ 7099 87
6. Actual withholding payments made quarterly on Occupational Tax Form.....							7,010 .01
7. Difference between lines 5 and 6.....							89.86
8. Number of employees	18	Signature	<i>Brenda Morgan</i>		Title	CPTA	Date 1/30/25
		NAME/ACCOUNT NUMBER					
		Federal ID 61-1222066					
		Phone Number					
To Be Filed With The 4th Quarter's Return By January 31							MCRECON

1565 highway 3345
Ezel. KY 41425

Description

2-11

64

150

Amount Due (USD)

\$750.00

\$750.00

1

\$750.00

Billed To

Morgan County Water District

1009 hwy. 172

West liberty, KY 41472

Subtotal

750.00

Tax

0.00

Invoice Number

0000137

Date of Issue

01/26/2025

Total

750.00

Amount Paid

0.00

Due Date

02/25/2025

Amount Due (USD)

\$750.00

Terms

Must be paid in full within 30 days of receiving.



American Profit Recovery
 34505 W 12 Mile Road
 Suite 333
 Farmington Hills, MI, 48331

AUGUST - 2024

COLLECTION STATEMENT: 148595

08/01/24 - 08/31/24

Morgan County Water District
 1009 Highway 172
 West Liberty, KY, 41472

COLLECTIONS REPORTED 08/01/2024 - 08/31/2024

	COLLECTED	DUE AGENCY	DUE CLIENT	REMITTANCE
PAID TO AGENCY	\$0.00	-	\$0.00	\$0.00
PAID TO CLIENT	\$126.03	\$63.02	-	-\$63.02
PREVIOUS BALANCE		-	-	\$0.00
TOTAL RECOVERED	\$126.03	\$63.02	\$0.00	-\$63.02

Please remit your payment of \$63.02 to American Profit Recovery

For any balance due to APR, we offer three ways to pay:

- 1) Online at www.PayAmericanProfit.com
- 2) Call us at (877) 634-8900 to pay over the phone
- 3) Mail your payment to:
 American Profit Recovery
 34505 W. 12 Mile Road, Suite 333
 Farmington Hills, MI 48331

Thanks again for your business!

[Print](#)

Payment Schedule Confirmation

Your payment has been scheduled! You will receive an email when the payment is processed. Please print a copy of this receipt for your records.

Payment Details

Tax Account Number: [REDACTED]

Payment ID: 12474777

Payment Date: 12/20/2024

Account Holder Details

MORGAN COUNTY WATER DISTRICT

1009 HWY 172

WEST LIBERTY, KY 41472

Payment Method	Description	Payment Amount
ACH	KY Dept of Revenue Tax Payment for Tax Type 095 - Utility Gross Receipts License Tax , Tax Period 11/30/2024	5300.83

Kentucky Department of Revenue

501 High Street

Frankfort, KY 40601

(502) 564-4581

[Print](#)

Payment Schedule Confirmation

Your payment has been scheduled! You will receive an email when the payment is processed. Please print a copy of this receipt for your records.

Payment Details

Tax Account Number: [REDACTED]

Payment ID: 12537747

Payment Date: 01/13/2025

Account Holder Details

MORGAN COUNTY WATER DISTRICT

1009 HWY 172

WEST LIBERTY, KY 41472

Payment Method	Description	Payment Amount
ACH	KY Dept of Revenue Tax Payment for Tax Type 095 - Utility Gross Receipts License Tax , Tax Period 12/31/2024	6161.31

Kentucky Department of Revenue

501 High Street

Frankfort, KY 40601

(502) 564-4581

Print

Payment Schedule Confirmation

Your payment has been scheduled! You will receive an email when the payment is processed. Please print a copy of this receipt for your records.

Payment Details

Tax Account Number: XXXXXXXXXX
Payment ID: 12469236
Payment Date: 12/20/2024

Account Holder Details

MORGAN COUNTY WATER DISTRICT
1009 HIGHWAY 172
WEST LIBERTY, KY 41472

Payment Method	Description	Payment Amount
ACH	KY Dept of Revenue Tax Payment for Tax Type 010 - Sales And Use Tax , Tax Period 11/30/2024	839.09

Kentucky Department of Revenue
501 High Street
Frankfort, KY 40601
(502) 564-4581

Print

Payment Schedule Confirmation

Your payment has been scheduled! You will receive an email when the payment is processed. Please print a copy of this receipt for your records.

Payment Details

Tax Account Number: [REDACTED]
Payment ID: 12537392
Payment Date: 01/13/2025

Account Holder Details

MORGAN COUNTY WATER DISTRICT
1009 HIGHWAY 172
WEST LIBERTY, KY 41472

Payment Method	Description	Payment Amount
ACH	KY Dept of Revenue Tax Payment for Tax Type 010 - Sales And Use Tax , Tax Period 12/31/2024	920.62

Kentucky Department of Revenue
501 High Street
Frankfort, KY 40601
(502) 564-4581



COAL-WATER-SOIL ANALYSIS

 Company 11935 MORGAN COUNTY WATER DISTRICT
 1009 HWY 172
 WEST LIBERTY 41472

Invoice # 5012223 PAGE

Date 1/31/2025

Amount Paid \$

519.60

Please Return Top Portion With Payment

Remittance Box 549, Salyersville, Kentucky 41465

Terms: Net Due Upon Receipt of Invoice

1.5% Per Month, or Annual Percentage rate of 18% will be to all amounts not received by 1st of following month.

Date	Quantity	Description	Unit Price / ID	Total Price
1/14/25	1.00	Disposal Fee KY088059(25000706) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000706) Special	25.00	25
1/14/25	1.00	Disposal Fee KY088059(25000707) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000707) Special	25.00	25.
1/14/25	1.00	Disposal Fee KY088059(25000708) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000708) Special	25.00	25.
1/14/25	1.00	Disposal Fee KY088059(25000709) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000709) Special	25.00	25.
1/14/25	1.00	Disposal Fee KY088059(25000710) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000710) Special	25.00	25.
1/14/25	1.00	Disposal Fee KY088059(25000711) Special	.98	
1/14/25	1.00	Drinking Water Sp CKY088059(25000711) Special	25.00	25.0
1/14/25	1.00	Disposal Fee KY088059(25000712) Special	.98	.9
1/14/25	1.00	Drinking Water Sp CKY088059(25000712) Special	25.00	25.0
1/14/25	1.00	Disposal Fee KY088059(25000713) Special	.98	.9
1/14/25	1.00	Drinking Water Sp CKY088059(25000713) Special	25.00	25.0
1/14/25	1.00	Disposal Fee KY088059(25000714) Special	.98	.9
1/14/25	1.00	Drinking Water Sp CKY088059(25000714) Special	25.00	25.0
1/14/25	1.00	Disposal Fee KY088059(25000715) Special	.98	.9



Invoice Statement

INVOICE NUMBER: 102601208
ACCOUNT NAME: Morgan Co Water District

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
██████████	11900.00	31	JAN-31-2025	FEB-21-2025	2701.60

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
JAN-31-2025	Fuel Purchases	1831.38	

**Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

The Finance Charge is determined by applying a periodic rate of 0%

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILL CLOSING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.
SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

CURRENT PERIOD	ONE BILLING PERIOD	TWO BILLING PERIODS	THREE+ BILLING PERIODS	TOTAL DUE
1831.38	870.22	0.00	0.00	2701.60

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
870.22	0.00	1831.38	0.00	2701.60

CALL CUSTOMER SERVICE TO PAY BY PHONE
FEDERAL TAX ID: 841425616

PA. 1-31-25
CK 13799

1831.38

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

--	--	--	--	--	--





Invoice #: 1450145050
 Customer #: 1584446
 Bill To #: 1584446
 Invoice Date: 02/06/2025

Amount Due: USD 98.97
 Payment Terms: Net30
 Route #: K5600
 Purchase Order:

Service Location: 100 COMMERCE DRIVE, SOUTH POINT, OH 45680

Page 2 of 2

MORGAN COUNTY WATER DIST. 408 PRESTONSBURG STREET WEST LIBERTY, KY 41472
MORGAN COUNTY WATER DIST. 408 PRESTONSBURG STREET WEST LIBERTY, KY 41472

Total Current Charges: USD 98.97
 Current Charges Due: 03/08/2025

Pay by Mail: UNIFIRST CORPORATION
 PO BOX 650481
 DALLAS, TX 75265-0481

Contact UniFirst: For Customer Service contact us by:
 Phone: 800-794-2706
 Email: Customerservice@unifirst.com
 Chat: unifirst.com/contact/current-customers/

Invoice #: 1450145050

Signature Date: 02/06/2025

AUTHORIZED SIGNATURE

Name on File: DONNA

Total current charges: USD 98.97

We would like to inform you of a price increase reflected in your UniFirst invoice. This increase is necessary due to unprecedented increases in our costs related to raw materials, third-party products, and labor-related expenses. If you have any questions, please speak with your Route Service Representative (RSR) or call the number at the top of this invoice. Our team is here to always deliver for you as a valued customer.

Please detach and return
 remit slip with payment.

Current	Over 30	Over 60	Over 90	Total
422.55	312.92	485.11	463.08	1,683.66

Payment Options:

Pay by Mail: UNIFIRST CORPORATION
 PO BOX 650481
 DALLAS, TX 75265-0481

Invoice #: 1450145050
 Customer #: XXXXXXXXXX
 Bill To #: 1584446
 Invoice Date: 02/06/2025

Amount Due: USD 98.97
 Payment Terms: Net30
 Route #: K5600
 Purchase Order:

Total Current Charges: USD 98.97
 Current Charges Due: 03/08/2025

Amount Enclosed:

USD 11683.66

Make check payable to UniFirst Corporation. Please include invoice number.

THANK YOU. We appreciate your business.

SERVICE HEREIN RENDERED IS PURSUANT TO A WRITTEN CONTRACT WITH UNIFIRST CORPORATION OR UNIFIRST HOLDINGS, INC.

Workstation: 1

Sales Receipt #31214

Page 78 of 78

2/10/2025

Cashier: Sysadmin

Page 1

Utility Solutions LLC.

6922 us 60 west
 Morehead, KY 40351
 PH 606-780-8700
 FAX606-780-0656

Bill To: MORGAN COUNTY WATER DISTRICT
 MORGAN COUNTY WATER DISTRICT
 1009 HWY 172
 WEST LIBERTY, KY 41472

Item Name	Item Description	Attribute	Size	Orig Price	Disc %	Type	Qty	Price	Ext Price	Tax
751-207QAQQ33	TANDEM SETTER BALL VALVE SINGLE CHECK 3 4QX3.4Q CTS		7"H	\$442.82	27.78%		4	\$319.81	\$1,279.24	T
							Subtotal:	\$1,279.24		
							Exempt	0 % Tax	+ \$0.00	
							RECEIPT TOTAL:	\$1,279.24		

Check: \$1,279.24 13820

Past Due: \$22,436.82

Total Sales Discounts: \$492.04

Thanks for shopping with us!
 THIS IS NOT A INVOICE



31214

CHECK PAYMENT & DEPOSIT REGISTER

BANK ACCOUNT INFORMATION							Salary/Wages	Payroll Deductions
Date	Check #	Paid To (Description)	Payment/Debit (-)	CODE *	Deposit/Credit (+)	Balance		
← PREVIOUS PAGE TOTALS →								
1/28	13797	US Postal (Send Feb. 2025 bills)				1730.40	✓	
1/31	13798	Morgan CO. Fiscal Court				1289.95	✓	
1/31	13799	WEX				870.22	✓	
1/31	13800	Anthem Blue Cross				5529.06	✓	
1/31	13801	C.A.L.C Electric				750.00	✓	
1/31	13802	Anthem Life				52.75	✓	
1/31	Debt	Harbor Freight				130.30	✓	
2/3	13803	Utility Solutions				1533.05		
2/4	13805	Morgan & Associates				1,000.00		
2/4	13804	KY Power				1,431.80		
2/5	13806	Quality Quick Luke				63.90	✓	
2/5	13807	FREDERICK & MAY				45.98	✓	
2/5	13808	Licking Valley				2,120.85	✓	
2/5	13809	APP Wireless				867.19	✓	
2/5	13810	Waste Management				138.72		
2/5	13811	Mt. Telephone				577.17		
2/5	13812	W.L. Utilities				30,374.96	✓	
2/5	13813	Microcomm				150.00		
2/5	13814	811				606.90	✓	
2/5	13815	Honaker				5,000.00		
2/5	13816	DQS (ISO 9000)				1,525.00		
2/5	13817	KACO INS.				2,061.		
2/6	13818	Cave Run				33,006.60		
2/10	13819	Unitfirst				1,683.66		
2/10	13820	Utility Solutions				1,279.24		
Totals To Date								

CODE * D = Deposit AP = Automatic Payment T = Tax Deductible ATM = Teller Machine DC = Debit Card

CHECK PAYMENT & DEPOSIT REGISTER

BANK ACCOUNT INFORMATION

	Date	Check #	Paid To (Description)	Payment/Debit (-)	CODE *	Deposit/Credit (+)	Balance	Salary/Wages	Payroll Deductions
	← PREVIOUS PAGE TOTALS →								
1	12/6	Debt	US Postal (Certified Black Water FD)				9.68 ✓		
2	12/11	Debt	US Postal (Post Card Stamp)				365.00 ✓		
3	12/11	Debt	US Postal (Return of Stamps)				.32 ✓		
4	12/11	13754	KACO (Workers Compensation)				4,087.66 ✓		
5	12/11	13755	KACO (All Lines Fund)				24,826.00 ✓		
6	12/18	13756	Anthem (Health)				5,529.06 ✓		
7	12/18	13757	Mineral Labs				561.76 ✓		
8	12/18	13758	Champion Industries (Printing)				1,151.16 ✓		
9	12/18	13759	Water Solutions unlimited				475.00 ✓		
10	12/18	13760	Stationers				89.98 ✓		
11	12/18	13761	United Systems				207.00 ✓		
12	12/18	13762	Murphy's Quick Lube (2 sets Tires)				1,192.00 ✓		
13	12/23	13763	Postal svc (printed upside down)		VOID				
14	12/23	13764	Postal svc (printed upside down)		VOID				
15	12/23	13765	Postal service (bills)				1734.32 ✓		
16	12/23	13766	Utility Solutions				554.52 ✓		
17	12/23	Debt	Lowe's (2-Torch)				56.14 ✓		
18	1/2	13767	Morgan & ASSOC.				1,000.00 ✓		
19	1/2	13768	Frederick & Mally				139.98 ✓		
20	1/2	13769	Enterprise Fm Trust				3,414.96 ✓		
21	1/2	13770	Globe Life				169.00 ✓		
22	1/2	13771	Anthem Life				34.25 ✓		
23	1/9	13772	West Liberty Utilities				31,305.12 ✓		
24	1/9	13773	Mt. Telephone				583.15 ✓		
25									
	Totals To Date								

CODE * D = Deposit AP = Automatic Payment T = Tax Deductible ATM = Teller Machine DC = Debit Card

CHECK PAYMENT & DEPOSIT REGISTER

BANK ACCOUNT INFORMATION							Salary/Wages	Payroll Deductions
Date	Check #	Paid To (Description)	Payment/Debit (-)	CODE *	Deposit/Credit (+)	Balance		
← PREVIOUS PAGE TOTALS →								
1	1/9	13774	App Wireless			915.72	✓	
2	1/9	13775	Cave Run			29,049.70	✓	
3	1/9	13776	Ky Power			1,643.45	✓	
4	1/9	13777	Honaker Law			5,000.00	✓	
5	1/13	13778	Licking Valley			2,001.29	✓	
6	1/13	Debt	US Postal - Stamps Late bills			280.00	✓	
7	1/15	13779	Advance Auto (Battery)			178.96	✓	
8	1/15	13780	Courier			225.00	✓	
9	1/15	13781	Enterprise			3414.96	✓	
10	1/15	13782	American Business			230.60	✓	
11	1/15	13783	United Systems			376.00	✓	
12	1/15	13784	Mineral Labs			207.84	✓	
13	1/15	13785	American Profit Recovery			43.01	✓	
14	1/17	13786	Stationers			111.66	✓	
15	1/17	13787	Globe Life			169.00	✓	
16	1/17	13788	Consolidated Pipe			5,474.25	✓	
17	1/17	13789	Ky State Treasurer (PSC Training-William)			75.00		
18	1/22	Debt	us Postal (Lexis Request)			19.45	✓	
19	1/22	13790	Utility Solutions			1,109.04		
20	1/23	13791	Ky Rural Water Association			1,680.00	✓	
21	1/23	13792	Bank of Mts. (Pay off Kubota)			21,775.57	✓	
22	1/27	13793	Honaker Law			5,000.00	✓	
23	1/27	13794	Metron Farmer			10,000.00	✓	
24	1/27	13795	Murphy's Quick Lube			1341.00	✓	
25	1/27	13796	Hutch			2928.51		
Totals To Date								

CODE * D = Deposit AP = Automatic Payment T = Tax Deductible ATM = Teller Machine DC = Debit Card

CHECK PAYMENT & DEPOSIT REGISTER

BANK ACCOUNT INFORMATION

	Date	Check #	Paid To (Description)	Payment/Debit (-)	CODE *	Deposit/Credit (+)	Balance	Salary/Wages	Payroll Deductions
	← PREVIOUS PAGE TOTALS →								
1	11/22	13729	Morgan & Assoc.				10,000.00 ✓		
2	11/25	13730	Utility Solutions				541.51 ✓		
3	11/26	13731	Utility Solutions				1,104.06 ✓		
4	11/27	13732	U.S. Postal				1734.32 ✓		
5	12/3	13733	Waste Management				292.44 ✓		
6	12/3	13734	Anthem Health				4,607.55 ✓		
7	12/3	13735	Enterprise				3,444.96 ✓		
8	12/3	13736	Globe Life				271.30 ✓		
9	12/3	13737	unifirst				201.96 ✓		
10	12/3	13738	Stericycle (Shed-it)				289.97 ✓		
11	12/3	13739	Ky 811				36.00 ✓		
12	12/3	13740	Courier				52.50 ✓		
13	12/3	13741	US Treasury				655.81 ✓		
14	12/3	13742	US Treasury				35.60 ✓		
15	12/3	13743	Morgan & Assoc.				1,000.00 ✓		
16	12/5	13744	Utility Solutions				551.10 ✓		
17	12/5	13745	Licking Valley				1,649.40 ✓		
18	12/5	13746	Ky Power				1,251.35 ✓		
19	12/5	13747	W.L. Utilities				37,172.52 ✓		
20	12/5	13748	App Wireless				915.25 ✓		
21	12/5	13749	Mt Telephone				585.43 ✓		
22	12/5	13750	American Business				278.60 ✓		
23	12/5	13751	Cave Run				23,469.70 ✓		
24	12/5	13752	Esri (maps)				991.10 ✓		
25	12/6	13753	Honaker Law				5,000.00 ✓		
	Totals To Date								

CODE * D = Deposit AP = Automatic Payment T = Tax Deductible ATM = Teller Machine DC = Debit Card

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 15

RESPONSIBLE PARTY: **John Coffey**

Request 15. Refer to the Commission's October 25, 2024 Order issued in Case No. 2024-00010, pages 5-6.

a. Explain whether Morgan District has studied its system to identify the sources of unaccounted for water loss.

b. Explain whether Morgan District has evaluated how best to use its water surcharge funds to effectuate a reduction in water loss, and if so, explain Morgan District's plan for water surcharge funds.

Response 15.

a. Morgan District has studied its system in order to assist in identifying the sources for unaccounted for water loss. Morgan District has fixed several small leaks as well as two main line leaks. Morgan District has identified meters that are over ten years old and is currently implementing a replacement program to replace those meters as soon as possible.

b. Morgan District only has \$114 remaining in the surcharge account, therefore Morgan District will be limited in what projects it can do. Morgan District's past management used most of the funds.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 16

RESPONSIBLE PARTY: John Coffey

Request 16. Refer to Case No. 2024-00010, specifically the Commission's October 25, 2024 Order at 38 and Morgan District's Response to Commission Staff's Second Request, Item 3. Explain whether all Morgan District funds used for personal use, by Shannon Elam or otherwise, have been properly reimbursed. If so, provide any additional evidence of said reimbursement not included in previous responses to data requests. If not, explain whether the district has attempted to recover the funds.

Response 16. Morgan District does not have any additional evidence to provide regarding the repayment of the funds. This matter is under investigation by the Kentucky State Police. Since it is under investigation, Morgan District has not pursued additional reimbursement.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 17

RESPONSIBLE PARTY: **John Coffey**

Request 17. Refer to Case No. 2024-00010, Morgan District's Response to Commission Staff's Second Request, Item 8.

- a. Provide an updated list of all active leased-vehicle agreements that Morgan District has entered into, including the implementation date of the agreement and the term.
- b. Provide any new leased vehicle agreements entered into by Morgan District since the hearing held on May 2, 2024 in Case No. 2024-00010.
- c. Provide the most recent Open-End (Equity) Lease Schedule.

Response 17. Please see attached for the information regarding the leased vehicles Morgan District has.

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name	Morgan County Fiscal Court		Delivery Date	11/28/2017
	Address 450 Prestonsburg St		Customer#	567589
	City	West Liberty	Postal Code	41472
	ATTN			
Driver			Alternate Driver	17 Ford HEF21178
Address	1009 Highway 172		Garage County	MORGAN
City	WEST LIBERTY		State	KY
			Postal Code	41472-6035
2. Lease Term	Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.			
3. Vehicle Description	Year	2017	Make	Ford
	Model	F-350 Chassis		
	Series	XL 4x4 SD Super Cab 168 in. WB DRW		
	License #		Unit #	22KB4R
			Replacement Unit #	
			VIN#	

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

\$36,393.84	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$399.00	Courtesy Delivery Fee
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$36,792.84</u>	Total Capitalized Amount (Delivered Price)
\$515.10	Depreciation Reserve @1.40%
\$130.76	Monthly Lease Charge
<u>\$645.86</u>	Total Monthly Rental Excluding Additional Services

*** Report is based on ***

*** Delivery/Activation Date ***

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles	0	Overmileage Charge	\$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	0	# Tires	0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees				
\$0.00	Physical Damage Management			Comp/Collision Deductible	0/0
\$0.00	Commercial Automobile Liability Enrollment				
	Liability Limit	\$0.00			
\$645.86	Monthly Rental Sub-Total				
<u>\$0.00</u>	Motor Vehicle Usage Tax	6.0000		State	KY
<u>\$0.00</u>	Total Monthly Rental Including Additional Services				

4B. Initial Charges

\$64.59	Pro-Rated Rental
\$645.86	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total: \$0.00)
\$0.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
<u>\$0.00</u>	Other
<u>\$734.15</u>	Total Initial Charges

4C. Service Charge

\$375.00 Service Charge Due at Lease Termination

4D. Reduced Book Value

\$5,886.84 Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any service(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

Open - End (Equity) Lease Schedule

¹The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate (Maintenance Agreement) entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
9' Knapheide gooseneck body meyer 5365	C	\$3,100.00
Meyer \$850 for lights \$800 for two tool boxes mounted under flatbed	C	\$1,650.00
Total Capitalized		\$4,750.00
Total		\$4,750.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$399.00
Total Capitalized		\$399.00
Total		\$399.00

*** Report is based on ***
 *** Delivery/Activation Date ***

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name Morgan County Water		Delivery Date 04/05/2018
Address 1009 Hwy 172		Customer# 579527
City West Liberty		Postal Code 41472
State KY		
ATTN Driver		
Address 1009 Hwy 172		Alternate Driver Kyle Risner
City WEST LIBERTY		Garage County MORGAN
		State KY
		Postal Code 41472
2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description		
Year 2018	Make Ford	Model F-150
Series XL 4x4 Regular Cab Styleside 6.5 ft. box 122 in. WB		
License #	Unit # 22QJG5	Replacement Unit #
		VIN# [REDACTED]

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$27,775.29	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
\$27,775.29	Total Capitalized Amount (Delivered Price)
\$347.19	Depreciation Reserve @1.25%
\$121.93	Monthly Lease Charge
\$469.12	Total Monthly Rental Excluding Additional Services

*** Report is based on ***

*** Delivery/Activation Date ***

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$469.12	Monthly Rental Sub-Total		
\$0.00	Motor Vehicle Usage Tax	6,0000	State KY
\$0.00	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$406.57	Pro-Rated Rental
\$469.12	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$0.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
\$875.69	Total Initial Charges

4C. Service Charge**\$375.00** Service Charge Due at Lease Termination**4D. Reduced Book Value****\$6,943.89** Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Auto One - Drop-In Bedliner	C	\$199.00
Meyer Q 6365 Strobes Class 1 LED mini light bar on top of cab. LED strobe installed in front grill & taillights. The top strobe will be mounted on a drill-free third brake light mount. Single Lid Aluminum Toolbox included.	C	\$1,565.00
Total Capitalized		\$1,764.00
Total		\$1,764.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

*** Report is based on ***
*** Delivery/Activation Date ***

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name Morgan County Water		Delivery Date 10/31/2018
Address 1009 Hwy 172		Customer# 579627
City West Liberty	State KY	Postal Code 41472
ATTN		
Driver	Alternate Driver 18 Ford - JFC78461	
Address 1009 Hwy 172	Garage County ROWAN	
City WEST LIBERTY	State KY	Postal Code 41472
2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description		
Year 2018	Make Ford	Model F-150
Series XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB		
License #	Unit # 22VZSS	Replacement Unit #
		VIN# [REDACTED]

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$31,991.92	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
\$31,991.92	Total Capitalized Amount (Delivered Price)
\$431.89	Depreciation Reserve @1.35%
\$144.64	Monthly Lease Charge
\$576.53	Total Monthly Rental Excluding Additional Services

*** Report is based on ***

*** Delivery/Activation Date ***

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit \$0.00		
\$576.53	Monthly Rental Sub-Total		
\$0.00	Motor Vehicle Usage Tax	6.0000	State KY
\$576.53	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$18.60	Pro-Rated Rental
\$576.53	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$0.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
\$618.13	Total Initial Charges

4C. Service Charge**\$375.00** Service Charge Due at Lease Termination**4D. Reduced Book Value****\$6,078.52** Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Auto One - Spray in Bedliner	C	\$375.00
Meyer Q#6947. LED mini light bar on top of cab. LED strobe lights will be installed in front grill and taillights. Top strobe will be mounted on a drill-free third brake light mount. UWS Single Lid ALuminum Toolbox will be installed in the pick up bed.	C	\$1,595.00
Total Capitalized		\$1,970.00
Total		\$1,970.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

*** Report is based on ***
*** Delivery/Activation Date ***

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name	Morgan County Water	Delivery Date	11/28/2017
Address	1009 Hwy 172	Customer#	579627
City	WEST LIBERTY	Postal Code	41472
ATTN			
Driver		Alternate Driver	17 Ford HEF21178
Address	1009 Highway 172	Garage County	MORGAN
City	WEST LIBERTY	State	KY
		Postal Code	41472-6035
2. Lease Term	Commencing on the delivery date of the vehicle and ending 96 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description	Year 2017	Make Ford	Model F-350 Chassis
	Series XL 4x4 SD Super Cab 168 in. WB DRW		
	License # KD2426	Unit # 22KB4R	Replacement Unit # VIN#

4. Monthly Rental and Other Payments Due

4A. Calculation of Monthly Rental

\$36,393.84	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$399.00	Courtesy Delivery Fee
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
\$36,792.84	Total Capitalized Amount (Delivered Price)
\$0.00	Depreciation Reserve @0.00%
\$25.01	Monthly Lease Charge
\$25.01	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles	0	Over mileage Charge	\$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	0	# Tires	0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees				
\$0.00	Physical Damage Management			Comp/Collision Deductible	0/0
\$0.00	Commercial Automobile Liability Enrollment				
	Liability Limit	\$0.00			
\$25.01	Monthly Rental Sub-Total				
\$0.00	Tax	0.0000		State	KY
\$25.01	Total Monthly Rental Including Additional Services				

4B. Initial Charges

\$64.59	Pro-Rated Rental
\$25.01	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$23.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
\$112.60	Total Initial Charges

4C. Service Charge

\$375.00 Service Charge Due at Lease Termination

4D. Reduced Book Value

\$1.08 Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
9' Knapheide gooseneck body meyer 5365	C	\$3,100.00
Meyer \$850 for lights \$800 for two tool boxes mounted under flatbed	C	\$1,650.00
Total Capitalized		\$4,750.00
Total		\$4,750.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$399.00
Total Capitalized		\$399.00
Total		\$399.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name Morgan County Water		Delivery Date 04/05/2018
Address 1009 Hwy 172		Customer# 579627
City WEST LIBERTY	State KY	Postal Code 41472
ATTN		
Driver	Alternate Driver 18 Ford - JKD00366	
Address 1009 Hwy 172	Garage County MORGAN	
City WEST LIBERTY	State KY	Postal Code 41472
2. Lease Term Commencing on the delivery date of the vehicle and ending 84 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description		
Year 2018	Make Ford	Model F-150
Series XL 4x4 Regular Cab Styleside 6.5 ft. box 122 in, WB		
License # KD2435	Unit # 22QJG5	Replacement Unit # VIN# [REDACTED]

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$27,775.29	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
\$27,775.29	Total Capitalized Amount (Delivered Price)
\$207.66	Depreciation Reserve @0.75%
\$50.54	Monthly Lease Charge
\$258.20	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$258.20	Monthly Rental Sub-Total		
\$0.00	Tax	0.0000	State KY
\$258.20	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$406.57	Pro-Rated Rental
\$258.20	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$0.00	License and Certain Other Charges
\$0.00	Aftersmarket Equipment
\$0.00	Other
\$664.77	Total Initial Charges

4C. Service Charge**\$375.00** Service Charge Due at Lease Termination**4D. Reduced Book Value****\$1.05** Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

Open - End (Equity) Lease Schedule

¹The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Auto One - Drop-In Bedliner	C	\$199.00
Meyer Q 6365 Strobes Class 1 LED mini light bar on top of cab. LED strobe installed in front grill & taillights. The top strobe will be mounted on a drill-free third brake light mount. Single Lid Aluminum Toolbox included	C	\$1,565.00
Total Capitalized		\$1,764.00
Total		\$1,764.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name Morgan County Water		Delivery Date 10/31/2018
Address 1009 Hwy 172		Customer# 579627
City WEST LIBERTY	State KY	Postal Code 41472
ATTN		
Driver	Alternate Driver 18 Ford - JFC76461	
Address 1009 Hwy 172	Garage County ROWAN	
City WEST LIBERTY	State KY	Postal Code 41472
2. Lease Term Commencing on the delivery date of the vehicle and ending 64 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description		
Year 2018	Make Ford	Model F-150
Series XL 4x4 SuperCab Styleside 6.5 ft. box 145 in. WB		
License # KD399D	Unit # 22VZSS	Replacement Unit # XXXXXXXXXX
4. Monthly Rental and Other Payments Due		

4A. Calculation of Monthly Rental

\$31,991.92	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$31,991.92</u>	Total Capitalized Amount (Delivered Price)
\$74.57	Depreciation Reserve @0.23%
\$51.33	Monthly Lease Charge
<u>\$125.90</u>	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$125.90	Monthly Rental Sub-Total		
\$0.00	Tax	0.0000	State KY
<u>\$125.90</u>	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$18.60	Pro-Rated Rental
\$125.90	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$23.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
<u>\$167.50</u>	Total Initial Charges

4C. Service Charge\$375.00 Service Charge Due at Lease Termination**4D. Reduced Book Value**\$1.00 Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

Open - End (Equity) Lease Schedule

¹The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule/Quote], all such maintenance services are to be performed by Enterprise Fleet Management, Inc., and all such maintenance fees are payable by Lessee solely for the account of Enterprise Fleet Management, Inc., pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and Enterprise Fleet Management, Inc.; provided that such maintenance fees are being billed by Enterprise FM Trust, and are payable at the direction of Enterprise FM Trust, solely as an authorized agent for collection on behalf of Enterprise Fleet Management, Inc.

Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Auto One - Spray in Bedliner	C	\$375.00
Meyer Q#6947. LED mini light bar on top of cab. LED strobe lights will be installed in front grill and taillights. Top strobe will be mounted on a drill-free third brake light mount. UWS Single Lid ALuminum Toolbox will be installed in the pick up bed.	C	\$1,595.00
Total Capitalized		\$1,970.00
Total		\$1,970.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name	Morgan County Water	Delivery Date	07/06/2020
Address	1009 Hwy 172	Customer#	579627
City	WEST LIBERTY	Postal Code	41472
ATTN		State	KY
Driver		Alternate Driver	20 Ford - LUA51312
Address	1009 Hwy 172	Garage County	MORGAN
City	WEST LIBERTY	State	KY
		Postal Code	41472

2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description

Year	2020	Make	Ford	Model	Escape
Series	S 4dr All-Wheel Drive				
License #	KE0393	Unit #	23L89T	Replacement Unit #	
VIN#	[REDACTED]				

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$27,141.69	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$27,141.69</u>	Total Capitalized Amount (Delivered Price)
\$440.26	Depreciation Reserve @1.62%
\$51.41	Monthly Lease Charge
<u>\$491.67</u>	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles	0	Overmileage Charge	\$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle)	0	# Tires	0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees				
\$0.00	Physical Damage Management			Comp/Collision Deductible	0/0
\$0.00	Commercial Automobile Liability Enrollment				
	Liability Limit	\$0.00			
\$491.67	Monthly Rental Sub-Total				
\$0.00	Tax	0.0000		State	KY
<u>\$491.67</u>	Total Monthly Rental Including Additional Services				

4B. Initial Charges

\$450.43	Pro-Rated Rental
\$491.67	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$23.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
<u>\$965.10</u>	Total Initial Charges

4C. Service Charge \$375.00 Service Charge Due at Lease Termination

4D. Reduced Book Value \$1.03 Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 25,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

Open - End (Equity) Lease Schedule

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Q# 9426 1) 4 Corner Amber Strobes	C	\$750.00
Total Capitalized		\$750.00
Total		\$750.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name	Morgan County Water	Delivery Date	05/02/2023
Address	1009 Hwy 172	Customer#	579627
City	WEST LIBERTY	State	KY
ATTN		Postal Code	41472
Driver		Alternate Driver	Cust will Update
Address	1009 HIGHWAY 172	Garage County	MORGAN
City	WEST LIBERTY	State	KY
		Postal Code	41472-6035

2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description	Year 2023	Make Ford	Model F-150
	Series XLT 4x4 Regular Cab 6.5 ft. box 122 in. WB		
	License # F0S823	Unit # 265RFZ	Replacement Unit #
			VIN# [REDACTED]

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$45,921.59	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$5,000.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$40,921.59</u>	Total Capitalized Amount (Delivered Price)
\$511.52	Depreciation Reserve @1.25%
\$202.52	Monthly Lease Charge
<u>\$714.04</u>	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$714.04	Monthly Rental Sub-Total		
\$0.00	Tax	0.0000	State KY
<u>\$714.04</u>	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$776.10	Pro-Rated Rental
\$714.04	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$15.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
<u>\$0.00</u>	Other
<u>\$1,505.14</u>	Total Initial Charges

4C. Service Charge	<u>\$375.00</u>	Service Charge Due at Lease Termination
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4D. Reduced Book Value	<u>\$9,495.40</u>	Reduced Book Value at Lease Termination
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Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

Open - End (Equity) Lease Schedule

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Custom Equipment - Strobes Class1 LED mini light bar top of cab.LED strobe installed front grill & taillights.The top strobe will be mounted on a drill-free 3rd brake light mounted.Single Lid Alum toolbox	C	\$0.00
Drop In Bedliner - Drop in Bedliner from Meyer	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name	Morgan County Water	Delivery Date	09/12/2022
Address	1009 Hwy 172	Customer#	579627
City	WEST LIBERTY	Postal Code	41472
ATTN			
Driver		Alternate Driver	Cust will Update
Address	450 PRESTONSBURG ST	Garage County	ELLIOTT
City	WEST LIBERTY	State	KY
		Postal Code	41472-1140

2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.

3. Vehicle Description	Year 2022	Make RAM	Model 1500
	Series Big Horn/Lone Star 4x4 Quad Cab 140.5 in. WB		
	License # KH2145	Unit # 266RBZ	Replacement Unit #
			VIN# [REDACTED]

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$50,650.00	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
<u>\$50,650.00</u>	Total Capitalized Amount (Delivered Price)
\$633.13	Depreciation Reserve @1.25%
\$255.44	Monthly Lease Charge
<u>\$888.57</u>	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$888.57	Monthly Rental Sub-Total		
\$0.00	Tax	0.0000	State KY
<u>\$888.57</u>	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$562.76	Pro-Rated Rental
\$888.57	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$23.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
<u>\$1,474.33</u>	Total Initial Charges

4C. Service Charge	<u>\$375.00</u>	Service Charge Due at Lease Termination
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4D. Reduced Book Value	<u>\$12,354.88</u>	Reduced Book Value at Lease Termination
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Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Open - End (Equity) Lease Schedule

Supplemental to and part of Master Equity Lease Agreement date: 08/29/2017

1. Lessee Name Morgan County Water		Delivery Date 09/12/2022
Address 1009 Hwy 172		Customer# 579627
City WEST LIBERTY	State KY	Postal Code 41472
ATTN Driver	Alternate Driver Cust will Update	
Address 450 PRESTONSBURG ST	Garage County ELLIOTT	
City WEST LIBERTY	State KY	Postal Code 41472-1140
2. Lease Term Commencing on the delivery date of the vehicle and ending 60 months after the first full monthly rental payment date, with an option to continue month-to-month for an unlimited period of time.		
3. Vehicle Description		
Year 2022	Make RAM	Model 1500
Series Big Horn/Lone Star 4x4 Quad Cab 140.5 in. WB		
License # KH2146	Unit # 266RJ5	Replacement Unit # XXXXXXXXXX

4. Monthly Rental and Other Payments Due**4A. Calculation of Monthly Rental**

\$50,650.00	Capitalized Price of Vehicle
\$0.00	Initial License Fee
\$0.00	Sales Tax
\$0.00	Other
\$0.00	Extended Mechanical Service Program
\$0.00	Less Gain Applied From Prior Unit
\$0.00	Less Capitalized Price Reduction
\$50,650.00	Total Capitalized Amount (Delivered Price)
\$633.13	Depreciation Reserve @1.25%
\$255.44	Monthly Lease Charge
\$888.57	Total Monthly Rental Excluding Additional Services

Additional Services

\$0.00	Full Maintenance ¹	Contract Miles 0	Overmileage Charge \$0.0000 Per Mile
	Incl: # Brake Sets (1 Set = 1Axle) 0	# Tires 0	Loaner Vehicle Not Included
	Master Policy Enrollment Fees		
\$0.00	Physical Damage Management		Comp/Collision Deductible 0/0
\$0.00	Commercial Automobile Liability Enrollment		
	Liability Limit	\$0.00	
\$888.57	Monthly Rental Sub-Total		
\$0.00	Tax	0.0000	State KY
\$888.57	Total Monthly Rental Including Additional Services		

4B. Initial Charges

\$562.76	Pro-Rated Rental
\$888.57	First Month's Rental
\$0.00	Security Deposit
\$0.00	Tax on Security Deposit
\$0.00	Capitalized Price Reduction
\$0.00	Tax on Capitalized Price Reduction
\$0.00	Tax on Gain On Prior
\$0.00	Tax on Incentive (Taxable Incentive Total : \$0.00)
\$23.00	License and Certain Other Charges
\$0.00	Aftermarket Equipment
\$0.00	Other
\$1,474.33	Total Initial Charges

4C. Service Charge **\$375.00** Service Charge Due at Lease Termination**4D. Reduced Book Value** **\$12,354.88** Reduced Book Value at Lease Termination

Quote based on estimated annual mileage of 10,000

Special Provisions

As set forth in the Master Open - End (Equity) Lease Agreement, the terms and provisions contained in this schedule shall be conclusive and binding on Lessee unless Lessee objects in writing to the same within ten (10) days after the date of delivery of the vehicle.

Enterprise FM Trust, a Delaware statutory trust, is the owner of the vehicle covered by this Schedule. Enterprise FM Trust (not Enterprise Fleet Management) is and shall be deemed to be the Lessor of such vehicle under the Master Open - End (Equity) Lease Agreement and shall have all rights and obligations of the Lessor under the Master Open - End (Equity) Lease Agreement with respect to such vehicle. All rental and other payments owed by the Lessee with respect to such vehicle under the Master Open - End (Equity) Lease Agreement shall be paid to Enterprise Fleet Management in its capacity as the servicer for Enterprise FM Trust. All references in Sections 11(a) and 12 of the Master Open - End (Equity) Lease Agreement to the "Lessor" shall include any servicer(s) and/or other agent(s) for or of Enterprise FM Trust. Lessee must maintain insurance coverage on the vehicle as set forth in Section 11 of the Master Open-End (Equity) Lease Agreement until the vehicle is sold.

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Aftermarket Equipment Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Total Capitalized		\$0.00
Total		\$0.00

Other Totals

Description	(B)illed or (C)apped	Price
Total Billed		\$0.00
Courtesy Delivery Fee	C	\$0.00
Total Capitalized		\$0.00
Total		\$0.00

MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 18

RESPONSIBLE PARTY: **John Coffey**

Request 18. Refer to Case No. 2022-00245, including the Commission's December 20, 2022 Order. Explain the current status of this construction project, and whether Morgan District plans to comply with the records ordered to be filed within the case record of Case No. 2022-00245.

Response 18. This project is now complete. Morgan District will file the required information in Case No. 2022-00245.

**MORGAN COUNTY WATER DISTRICT
PSC CASE NO. 2024-00325
RESPONSE TO REQUEST FOR INFORMATION**

PSC'S REQUEST FOR INFORMATION DATED 01/28/25

REQUEST 19

RESPONSIBLE PARTY: John Coffey

Request 19. Refer to Case No. 2024-00010, Post-Hearing Brief at 4. Explain whether Morgan District reconciled its 2023 annual report to its 2023 audit.

Response 19. Yes. Morgan District has reconciled its 2023 annual report to its 2023 audit.