

**SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY**

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

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

\_\_\_\_\_  
(Name of Utility)

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

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

\_\_\_\_\_  
(Telephone Number)

**BASIC INFORMATION**

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

\_\_\_\_\_  
(Name)

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

\_\_\_\_\_  
(Address - City, State, Zip)

\_\_\_\_\_  
(Telephone Number)

\_\_\_\_\_  
(Email Address)

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

YES NO N/A

1. a. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue.
- b. Applicant operates two or more divisions that provide different types of utility service. In its immediate past calendar year of operation, Applicant had \$5,000,000 or less in gross annual revenue from the division for which a rate adjustment is sought.
2. a. Applicant has filed an annual report with the Public Service Commission for the past year.
- b. Applicant has filed an annual report with the Public Service Commission for the two previous years.
3. Applicant's records are kept separate from other commonly-owned enterprises.

YES NO N/A

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

YES NO N/A

8. Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**
9. Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31,\_\_\_\_\_.
10. Applicant has reason to believe that some of the revenue and expense items set forth in its most recent annual report have or will change and proposes to adjust the test period amount of these items to reflect these changes. A statement of the test period amount, expected changes, and reasons for each expected change is set forth in the attachment "Statement of Adjusted Operations." **(Attach a completed copy of appropriate "Statement of Adjusted Operations" Attachment and any invoices, letters, contracts, receipts or other documents that support the expected change in costs.)**
11. Based upon test period operations, and considering any known and measurable adjustments, Applicant requires additional revenues of \$ \_\_\_\_\_ and total revenues from service rates of \$ \_\_\_\_\_. The manner in which these amounts were calculated is set forth in "Revenue Requirement Calculation" Attachment. **(Attach a completed "Revenue Requirement Calculation" Attachment.)**
12. As of the **date of the filing of this application**, Applicant had \_\_\_\_\_customers.
13. A billing analysis of Applicant's current and proposed rates is attached to this application. **(Attach a completed "Billing Analysis" Attachment.)**
14. Applicant's depreciation schedule of utility plant in service is attached. **(Attach a schedule that shows per account group: the asset's original cost, accumulated depreciation balance as of the end of the test period, the useful lives assigned to each asset and resulting depreciation expense.)**
15. a. Applicant has outstanding evidences of indebtedness, such as mortgage agreements, promissory notes, or bonds.
- b. Applicant has attached to this application a copy of each outstanding evidence of indebtedness (e.g., mortgage agreement, promissory note, bond resolution).
- c. Applicant has attached an amortization schedule for each outstanding evidence of indebtedness.

YES NO N/A

16. a. Applicant is not required to file state and federal tax returns.
- b. Applicant is required to file state and federal tax returns.
- c. Applicant's most recent state and federal tax returns are attached to this Application.     
(Attach a copy of returns.)
17. Approximately \$0.00 (Insert dollar amount or percentage of total utility plant) of Applicant's total utility plant was recovered through the sale of real estate lots or other contributions.
18. Applicant has attached a completed Statement of Disclosure of Related Party Transactions for each person who 807 KAR 5:076, §4(h) requires to complete such form.

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

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

Signed   
Officer of the Company/Authorized Representative


Title Chairman, Graves County Water District

Date 2-25-25

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

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

  
Notary Public

My commission expires: 4119128

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

Customer Notice of Proposed Rate Adjustment

“Reasons for Application” Attachment”

Current and Proposed Rates” Attachment

“Statement of Adjusted Operations” Attachment

“Revenue Requirements Calculation” Attachment

Attachment Billing Analysis” Attachment

Depreciation Schedules

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

State Tax Return

Federal Tax Return

Statement of Disclosure of Related Party Transactions - ARF Form 3 \*

\* Note: Graves County Water District has no employees.

## **LIST OF ATTACHMENTS**

### **Graves County Water District**

1. Customer Notice of Proposed Rate Adjustments
2. Statement of Reasons for Application
3. Current and Proposed Rates
4. Statement of Adjusted Operations and Revenue Requirements
5. Billing Analysis at Existing Rates
6. Billing Analysis at Proposed Rates
7. Depreciation Schedule
8. Outstanding Debt Instruments
9. Amortization Schedules
10. Statements of Disclosure of Related Party Transactions
11. Board Resolution

# Attachment #1

## Graves County Water District CUSTOMER NOTICE

Notice is hereby given that the Graves County Water District expects to file an application with the Kentucky Public Service Commission on or about February 25, 2025, seeking approval of a proposed adjustment to its water rates. The proposed rates shall not become effective until the Public Service Commission has issued an order approving these rates. The Graves County Water District is requesting the Commission authorize a five year phase-in increase of its requested rate increase.

			Current Monthly Rates		Phase 1 Proposed Rates		Differences	
							Dollar	Percentage
<b>5/8-Inch x 3/4-Inch Meter</b>								
First	2,000	Gallons	\$ 15.45	Min. Bill	\$ 18.57	Min. Bill	\$ 3.12	20.19%
Next	8,000	Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next	10,000	Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next	30,000	Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>1-Inch Meter</b>								
First	5,000	Gallons	\$ 33.53	Min. Bill	\$ 40.27	Min. Bill	\$ 6.74	20.10%
Next	5,000	Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next	10,000	Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next	30,000	Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>1 1/2-Inch Meter</b>								
First	7,500	Gallons	\$ 48.62	Min. Bill	\$ 58.37	Min. Bill	\$ 9.75	20.05%
Next	2,500	Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next	10,000	Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next	30,000	Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>2-Inch Meter</b>								
First	20,000	Gallons	\$ 117.68	Min. Bill	\$ 141.25	Min. Bill	\$ 23.57	20.03%
Next	30,000	Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>3-Inch Meter</b>								
First	30,000	Gallons	\$ 165.58	Min. Bill	\$ 198.73	Min. Bill	\$ 33.15	20.02%
Next	20,000	Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>4-Inch Meter</b>								
First	50,000	Gallons	\$ 260.85	Min. Bill	\$ 313.05	Min. Bill	\$ 52.20	20.01%
Over	50,000	Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>Wholesale</b>			0.00307	per Gallon	0.00371	per Gallon	0.00064	20.85%
<b>Water Loss Detection and Repair Surchage</b>			5.00	Min. Bill	5.00	Min. Bill	\$ -	0.00%

If the Public Service Commission approves the proposed phase-in of its rates, then the average phase one impact on the average customer bill will be as shown in the table below.



Current and Proposed Customer Bills						
	Average Monthly Usage	Current Monthly Bills	Current Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 16.53	\$ 19.87	\$ 3.34	20.21%	
1-Inch Meter	3,576	\$ 28.99	\$ 34.80	\$ 5.81	20.04%	
1 1/2-Inch Meter	12,675	\$ 64.65	\$ 77.69	\$ 13.04	20.17%	
2-Inch Meter	25,070	\$ 24.18	\$ 29.15	\$ 4.97	20.55%	
3-Inch Meter	7,419	\$ 165.58	\$ 198.73	\$ 33.15	20.02%	
4-Inch Meter	122,008	\$ 558.96	\$ 673.09	\$ 114.13	20.42%	
Wholesale	611,888	\$ 1,878.50	\$ 2,270.10	\$ 391.60	20.85%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 1 and phase 2 rates.

		Phase 1 Proposed Rates		Phase 2 Proposed Rates		Differences	
						Dollar	Percentage
5/8-Inch x 3/4-Inch Meter							
First	2,000 Gallons	\$ 18.57	Min. Bill	\$ 19.50	Min. Bill	\$ 0.93	5.01%
Next	8,000 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next	10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next	30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
1-Inch Meter							
First	5,000 Gallons	\$ 40.27	Min. Bill	\$ 42.29	Min. Bill	\$ 2.02	5.02%
Next	5,000 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next	10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next	30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
1 1/2-Inch Meter							
First	7,500 Gallons	\$ 58.37	Min. Bill	\$ 61.29	Min. Bill	\$ 2.92	5.00%
Next	2,500 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next	10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next	30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
2-Inch Meter							
First	20,000 Gallons	\$ 141.25	Min. Bill	\$ 148.32	Min. Bill	\$ 7.07	5.01%
Next	30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
3-Inch Meter							
First	30,000 Gallons	\$ 198.73	Min. Bill	\$ 208.68	Min. Bill	\$ 9.95	5.01%
Next	20,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
4-Inch Meter							
First	50,000 Gallons	\$ 313.05	Min. Bill	\$ 328.72	Min. Bill	\$ 15.67	5.01%
Over	50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
Wholesale							
		0.00371	per Gallon	0.00390	per Gallon	0.00019	5.12%
Water Loss Detection and Repair Surcharge							
		5.00	per Gallon	5.00	per Gallon	\$ -	0.00%

The average impact of the phase two rates on the customer bill will be as shown in the table below.

Current and Proposed Customer Bills - Phase 2						
	Average Monthly Usage	Current Monthly Bills	Current Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 19.87	\$ 20.87	\$ 1.00	5.03%	
1-Inch Meter	3,576	\$ 34.80	\$ 36.50	\$ 1.70	4.89%	
1 1/2-Inch Meter	12,675	\$ 77.69	\$ 81.57	\$ 3.88	4.99%	
2-Inch Meter	25,070	\$ 29.15	\$ 30.62	\$ 1.47	5.04%	
3-Inch Meter	7,419	\$ 198.73	\$ 208.68	\$ 9.95	5.01%	
4-Inch Meter	122,008	\$ 673.09	\$ 706.76	\$ 33.67	5.00%	
Wholesale	611,888	\$ 2,270.10	\$ 2,386.36	\$ 116.26	5.12%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 2 and phase 3 rates.

			Phase 2 Proposed Rates		Phase 3 Proposed Rates		Differences	
							Dollar	Percentage
5/8-Inch x 3/4-Inch Meter							Dollar	Percentage
First	2,000	Gallons	\$ 19.50	Min. Bill	\$ 20.43	Min. Bill	\$ 0.93	4.77%
Next	8,000	Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next	10,000	Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next	30,000	Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
1-Inch Meter							Dollar	Percentage
First	5,000	Gallons	\$ 42.29	Min. Bill	\$ 44.31	Min. Bill	\$ 2.02	4.78%
Next	5,000	Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next	10,000	Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next	30,000	Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
1 1/2-Inch Meter							Dollar	Percentage
First	7,500	Gallons	\$ 61.29	Min. Bill	\$ 64.21	Min. Bill	\$ 2.92	4.76%
Next	2,500	Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next	10,000	Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next	30,000	Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
2-Inch Meter							Dollar	Percentage
First	20,000	Gallons	\$ 148.32	Min. Bill	\$ 155.39	Min. Bill	\$ 7.07	4.77%
Next	30,000	Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
3-Inch Meter							Dollar	Percentage
First	30,000	Gallons	\$ 208.68	Min. Bill	\$ 218.63	Min. Bill	\$ 9.95	4.77%
Next	20,000	Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
4-Inch Meter							Dollar	Percentage
First	50,000	Gallons	\$ 328.72	Min. Bill	\$ 344.39	Min. Bill	\$ 15.67	4.77%
Over	50,000	Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
Wholesale			0.00390	per Gallon	0.00409	per Gallon	0.00019	4.87%
Water Loss Detection and Repair Surcharge			5.00	per Gallon	5.00	per Gallon	\$ -	0.00%

The average impact of the phase three rates on the customer bill will be as shown in the table below.

Current and Proposed Customer Bills - Phase 3						
	Average Monthly Usage	Current Monthly Bills	Current Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 20.87	\$ 21.86	\$ 0.99	4.74%	
1-Inch Meter	3,576	\$ 36.50	\$ 38.20	\$ 1.70	4.66%	
1 1/2-Inch Meter	12,675	\$ 81.57	\$ 85.44	\$ 3.87	4.74%	
2-Inch Meter	25,070	\$ 30.62	\$ 32.09	\$ 1.47	4.80%	
3-Inch Meter	7,419	\$ 208.68	\$ 218.63	\$ 9.95	4.77%	
4-Inch Meter	122,008	\$ 706.76	\$ 740.43	\$ 33.67	4.76%	
Wholesale	611,888	\$ 2,386.36	\$ 2,502.62	\$ 116.26	4.87%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 3 and phase 4 rates.

	Phase 3 Proposed Rates	Phase 4 Proposed Rates	Differences	
			Dollar	Percentage
5/8-Inch x 3/4-Inch Meter				
First 2,000 Gallons	\$ 20.43 Min. Bill	\$ 21.36 Min. Bill	\$ 0.93	4.55%
Next 8,000 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
1-Inch Meter				
First 5,000 Gallons	\$ 44.31 Min. Bill	\$ 46.33 Min. Bill	\$ 2.02	4.56%
Next 5,000 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
1 1/2-Inch Meter				
First 7,500 Gallons	\$ 64.21 Min. Bill	\$ 67.13 Min. Bill	\$ 2.92	4.55%
Next 2,500 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
2-Inch Meter				
First 20,000 Gallons	\$ 155.39 Min. Bill	\$ 162.46 Min. Bill	\$ 7.07	4.55%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
3-Inch Meter				
First 30,000 Gallons	\$ 218.63 Min. Bill	\$ 228.58 Min. Bill	\$ 9.95	4.55%
Next 20,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
4-Inch Meter				
First 50,000 Gallons	\$ 344.39 Min. Bill	\$ 360.06 Min. Bill	\$ 15.67	4.55%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
Wholesale	0.00409 per Gallon	0.00428 per Gallon	0.00019	4.65%
Water Loss Detection and Repair Surcharge	5.00 per Gallon	5.00 per Gallon	\$ -	0.00%

The average impact of the phase four rates on the customer bill will be as shown in the table below.

Current and Proposed Customer Bills						
	Average Monthly Usage	Current Monthly Bills	Current Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 21.86	\$ 22.85	\$ 0.99	4.53%	
1-Inch Meter	3,576	\$ 38.20	\$ 39.90	\$ 1.70	4.45%	
1 1/2-Inch Meter	12,675	\$ 85.44	\$ 89.32	\$ 3.88	4.54%	
2-Inch Meter	25,070	\$ 32.09	\$ 33.56	\$ 1.47	4.58%	
3-Inch Meter	7,419	\$ 218.63	\$ 228.58	\$ 9.95	4.55%	
4-Inch Meter	122,008	\$ 740.43	\$ 774.11	\$ 33.68	4.55%	
Wholesale	611,888	\$ 2,502.62	\$ 2,618.88	\$ 116.26	4.65%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 4 and phase 5 rates.

	Phase 4 Proposed Rates	Phase 5 Proposed Rates	Differences	
			Dollar	Percentage
5/8-Inch x 3/4-Inch Meter				
First 2,000 Gallons	\$ 21.36 Min. Bill	\$ 22.27 Min. Bill	\$ 0.91	4.26%
Next 8,000 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
1-Inch Meter				
First 5,000 Gallons	\$ 46.33 Min. Bill	\$ 48.29 Min. Bill	\$ 1.96	4.23%
Next 5,000 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
1 1/2-Inch Meter				
First 7,500 Gallons	\$ 67.13 Min. Bill	\$ 69.96 Min. Bill	\$ 2.83	4.22%
Next 2,500 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
2-Inch Meter				
First 20,000 Gallons	\$ 162.46 Min. Bill	\$ 169.28 Min. Bill	\$ 6.82	4.20%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
3-Inch Meter				
First 30,000 Gallons	\$ 228.58 Min. Bill	\$ 238.17 Min. Bill	\$ 9.59	4.20%
Next 20,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
4-Inch Meter				
First 50,000 Gallons	\$ 360.06 Min. Bill	\$ 375.15 Min. Bill	\$ 15.09	4.19%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
Wholesale	0.00428 per Gallon	0.00448 per Gallon	0.00020	4.67%
Water Loss Detection and Repair Surcharge	5.00 per Gallon	5.00 per Gallon	\$ -	0.00%

The average impact of the phase five rates on the customer bill will be as shown in the table below.

Current and Proposed Customer Bills						
	Average Monthly Usage	Current Monthly Bills	Current Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 22.85	\$ 23.83	\$ 0.98	4.29%	
1-Inch Meter	3,576	\$ 39.90	\$ 41.59	\$ 1.69	4.24%	
1 1/2-Inch Meter	12,675	\$ 89.32	\$ 93.13	\$ 3.81	4.27%	
2-Inch Meter	25,070	\$ 33.56	\$ 35.08	\$ 1.52	4.53%	
3-Inch Meter	7,419	\$ 228.58	\$ 238.17	\$ 9.59	4.20%	
4-Inch Meter	122,008	\$ 774.11	\$ 807.92	\$ 33.81	4.37%	
Wholesale	611,888	\$ 2,618.88	\$ 2,741.26	\$ 122.38	4.67%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

The rates contained in this notice are the rates proposed by Graves County Water District. However, the Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for consumers other than the rates shown in this notice.

Graves County Water District has available for inspection at its office the application which it submitted to the Public Service Commission. A person may examine this application at the District's office located at 408 E. Broadway, Mayfield, KY, 42066. You may contact the office at (270) 247-4661.

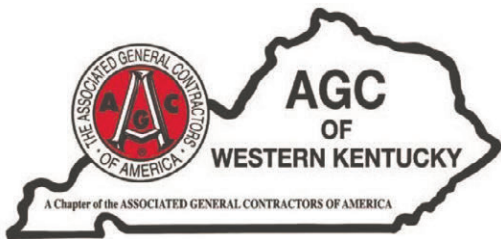
A person may also examine the application at the Public Service Commission's offices located at 211 Sower Boulevard, Frankfort, Kentucky, 40601, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the Public Service Commission's website at <http://psc.ky.gov>. Comments regarding the application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

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



Contributed photo

Cody Baldwin, a senior at Graves County High School, plans to serve four years active duty in the Kentucky National Guard before attending Murray State University to pursue construction management.



Technical Center  
**STUDENT OF THE WEEK**

# Baldwin to serve in National Guard before college

BY CARLY DICK  
NEWS  
@MAYFIELD-MESSENGER.COM

Cody Baldwin, a senior at Graves County High School, will serve four years active duty in the Kentucky National Guard before using his carpentry experience to pursue a degree in construction management.

Baldwin is this week's Associated General Contractors of Western Kentucky's Technical Centers Student of the Week.

At the suggestion of his father, Baldwin started taking carpentry classes at the Mayfield/Graves County Area Technology Center and discovered his passion for the trade.

"My dad took a shop class when he was in high school, and he made a shelf, and I really liked it, and he said I would like it, too. So I said, 'Why not?' " he said. "I took the class, and then first year, I just loved it. So I took second year, and now third year."

Baldwin's ultimate goal is to work for himself in construction or contracting, but before then, he will serve in the National Guard. He said his compassion for others led him to sign up for the National Guard, and he believes that service will help him achieve his other

goals.

"I'm just always helping people, and the National Guard seemed like a good way to get my college paid for and everything else," he said.

Baldwin said he will leave for training after he graduates high school.

"I've already signed my contract. I leave in June, come back in October...I'll be four years of active duty and five years of reserves," he said.

Baldwin plans to attend college after his service in the National Guard.

"I plan to go to Murray State and get a degree in

construction management and eventually start my own company and work for myself," he said.

After taking three years of classes in carpentry, Baldwin believes that knowledge will help him in his future career.

"It gives me hands-on experience, so I kind of know what I'm getting into and I know what to look forward to. And it also gives me an advantage because I know what I'm doing," he said.

Baldwin has already completed the OSHA 10-hour training. Additionally, he has received the Kindness Award and Senior of the Week at Graves County High School.



### GRAVES COUNTY WATER DISTRICT CUSTOMER NOTICE

Notice is hereby given that the Graves County Water District expects to file an application with the Kentucky Public Service Commission on or about February 25, 2025, seeking approval of a proposed adjustment to its water rates. The proposed rates shall not become effective until the Public Service Commission has issued an order approving these rates. The Graves County Water District is requesting the Commission authorize a five year phase-in of its requested rate increase.

	Current Monthly Rates		Phase 1 Proposed Rates		Differences	
	Dollar	Percentage	Dollar	Percentage	Dollar	Percentage
<b>5/8-Inch x 3/4-Inch Meter</b>						
First 2,000 Gallons	\$ 15.45	Min. Bill	\$ 18.57	Min. Bill	\$ 3.12	20.19%
Next 8,000 Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next 10,000 Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next 30,000 Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>1-Inch Meter</b>						
First 5,000 Gallons	\$ 33.53	Min. Bill	\$ 40.27	Min. Bill	\$ 6.74	20.10%
Next 5,000 Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next 10,000 Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next 30,000 Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>1 1/2-Inch Meter</b>						
First 7,500 Gallons	\$ 48.62	Min. Bill	\$ 58.37	Min. Bill	\$ 9.75	20.05%
Next 2,500 Gallons	0.00603	per Gallon	0.00727	per Gallon	0.00124	20.56%
Next 10,000 Gallons	0.00540	per Gallon	0.00651	per Gallon	0.00111	20.56%
Next 30,000 Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>2-Inch Meter</b>						
First 20,000 Gallons	\$ 117.68	Min. Bill	\$ 141.25	Min. Bill	\$ 23.57	20.03%
Next 30,000 Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>3-Inch Meter</b>						
First 30,000 Gallons	\$ 165.58	Min. Bill	\$ 198.73	Min. Bill	\$ 33.15	20.02%
Next 20,000 Gallons	0.00477	per Gallon	0.00575	per Gallon	0.00098	20.55%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
<b>4-Inch Meter</b>						
First 50,000 Gallons	\$ 260.85	Min. Bill	\$ 313.05	Min. Bill	\$ 52.20	20.01%
Over 50,000 Gallons	0.00414	per Gallon	0.00500	per Gallon	0.00086	20.77%
Wholesale	0.00307	per Gallon	0.00371	per Gallon	0.00064	20.85%
Water Loss Detection and Repair Surcharge	5.00	Min. Bill	5.00	Min. Bill	\$ -	0.00%

If the Public Service Commission approves the proposed phase-in of its rates, then the average phase one impact on the average customer bill will be as shown in the table below.

	Current and Proposed Phase 1 Customer Bills				Differences	
	Average Monthly Usage	Current Monthly Bills	Phase 1 Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 16.53	\$ 19.87	\$ 3.34	20.21%	
1-Inch Meter	3,576	\$ 28.99	\$ 34.80	\$ 5.81	20.04%	
1 1/2-Inch Meter	12,675	\$ 64.65	\$ 77.69	\$ 13.04	20.17%	
2-Inch Meter	25,070	\$ 24.18	\$ 29.15	\$ 4.97	20.55%	
3-Inch Meter	7,419	\$ 165.58	\$ 198.73	\$ 33.15	20.02%	
4-Inch Meter	122,008	\$ 558.96	\$ 673.09	\$ 114.13	20.42%	
Wholesale	611,888	\$ 1,878.50	\$ 2,270.10	\$ 391.60	20.85%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 1 and phase 2 rates.

	Phase 1 Proposed Rates		Phase 2 Proposed Rates		Differences	
	Dollar	Percentage	Dollar	Percentage	Dollar	Percentage
<b>5/8-Inch x 3/4-Inch Meter</b>						
First 2,000 Gallons	\$ 18.57	Min. Bill	\$ 19.50	Min. Bill	\$ 0.93	5.01%
Next 8,000 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next 10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next 30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
<b>1-Inch Meter</b>						
First 5,000 Gallons	\$ 40.27	Min. Bill	\$ 42.29	Min. Bill	\$ 2.02	5.02%
Next 5,000 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next 10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next 30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
<b>1 1/2-Inch Meter</b>						
First 7,500 Gallons	\$ 58.37	Min. Bill	\$ 61.29	Min. Bill	\$ 2.92	5.00%
Next 2,500 Gallons	0.00727	per Gallon	0.00763	per Gallon	0.00036	4.95%
Next 10,000 Gallons	0.00651	per Gallon	0.00684	per Gallon	0.00033	5.07%
Next 30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
<b>2-Inch Meter</b>						
First 20,000 Gallons	\$ 141.25	Min. Bill	\$ 148.32	Min. Bill	\$ 7.07	5.01%
Next 30,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
<b>3-Inch Meter</b>						
First 30,000 Gallons	\$ 198.73	Min. Bill	\$ 208.68	Min. Bill	\$ 9.95	5.01%
Next 20,000 Gallons	0.00575	per Gallon	0.00604	per Gallon	0.00029	5.04%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
<b>4-Inch Meter</b>						
First 50,000 Gallons	\$ 313.05	Min. Bill	\$ 328.72	Min. Bill	\$ 15.67	5.01%
Over 50,000 Gallons	0.00500	per Gallon	0.00525	per Gallon	0.00025	5.00%
Wholesale	0.00371	per Gallon	0.00390	per Gallon	0.00019	5.12%
Water Loss Detection and Repair Surcharge	5.00	per Gallon	5.00	per Gallon	\$ -	0.00%

The average impact of the phase two rates on the customer bill will be as shown in the table below.

	Proposed Phase 1 and Phase 2 Customer Bills				Differences	
	Average Monthly Usage	Phase 1 Monthly Bills	Phase 2 Monthly Bills	Differences		
				Dollar	Percentage	
5/8-Inch x 3/4-Inch Meter	2,179	\$ 19.87	\$ 20.87	\$ 1.00	5.03%	
1-Inch Meter	3,576	\$ 34.80	\$ 36.50	\$ 1.70	4.89%	
1 1/2-Inch Meter	12,675	\$ 77.69	\$ 81.57	\$ 3.88	4.99%	
2-Inch Meter	25,070	\$ 29.15	\$ 30.62	\$ 1.47	5.04%	
3-Inch Meter	7,419	\$ 198.73	\$ 208.68	\$ 9.95	5.01%	
4-Inch Meter	122,008	\$ 673.09	\$ 706.76	\$ 33.67	5.00%	
Wholesale	611,888	\$ 2,270.10	\$ 2,386.36	\$ 116.26	5.12%	
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%	

In the Table below is a comparison of the phase 2 and phase 3 rates.

	Phase 2 Proposed Rates		Phase 3 Proposed Rates		Differences	
	Dollar	Percentage	Dollar	Percentage	Dollar	Percentage
<b>5/8-Inch x 3/4-Inch Meter</b>						
First 2,000 Gallons	\$ 19.50	Min. Bill	\$ 20.43	Min. Bill	\$ 0.93	4.77%
Next 8,000 Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next 10,000 Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next 30,000 Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
<b>1-Inch Meter</b>						
First 5,000 Gallons	\$ 42.29	Min. Bill	\$ 44.31	Min. Bill	\$ 2.02	4.78%
Next 5,000 Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next 10,000 Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next 30,000 Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
<b>1 1/2-Inch Meter</b>						
First 7,500 Gallons	\$ 61.29	Min. Bill	\$ 64.21	Min. Bill	\$ 2.92	4.76%
Next 2,500 Gallons	0.00763	per Gallon	0.00799	per Gallon	0.00036	4.72%
Next 10,000 Gallons	0.00684	per Gallon	0.00717	per Gallon	0.00033	4.82%
Next 30,000 Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
<b>2-Inch Meter</b>						
First 20,000 Gallons	\$ 148.32	Min. Bill	\$ 155.39	Min. Bill	\$ 7.07	4.77%
Next 30,000 Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
<b>3-Inch Meter</b>						
First 30,000 Gallons	\$ 208.68	Min. Bill	\$ 218.63	Min. Bill	\$ 9.95	4.77%
Next 20,000 Gallons	0.00604	per Gallon	0.00633	per Gallon	0.00029	4.80%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
<b>4-Inch Meter</b>						
First 50,000 Gallons	\$ 328.72	Min. Bill	\$ 344.39	Min. Bill	\$ 15.67	4.77%
Over 50,000 Gallons	0.00525	per Gallon	0.00550	per Gallon	0.00025	4.76%
Wholesale	0.00390	per Gallon	0.00409	per Gallon	0.00019	4.87%
Water Loss Detection and Repair Surcharge	5.00	per Gallon	5.00	per Gallon	\$ -	0.00%

CONTINUED ON NEXT PAGE

YOUR CUSTOMER  
**JUST READ THIS**

To advertise, call 270-527-3162.

[www.mayfield-messenger.com](http://www.mayfield-messenger.com)

Baptist Health Medical Group Pediatrician Rachel Schutt said vaccination rates have decreased following the COVID-19 pandemic. However, she said the measles vaccine is the main reason the United States sees fewer cases of the illness. "I fully support it, and it's something that I wouldn't give it to my children if I didn't trust the science behind it," Schutt said.

MASON WATKINS | The Mayfield Messenger



Children enrolled at the Baptist Health Child Development Center in Paducah must have an updated immunization certificate unless a parent submits a notarized declination.

CALLIE STONE | The Mayfield Messenger

# Measles case confirmed in Kentucky

## Local doctor encourages vaccination

BY CALLIE STONE NEWS @MAYFIELD-MESSENGER.COM

After a case of measles was confirmed in Kentucky, medical professionals are sharing why the measles, mumps and rubella vaccine is a crucial step to keep people healthy.

Wednesday, the Kentucky Department for Public Health and Franklin County Health Department announced that a case was confirmed in Frankfort.

Measles has been the subject of national headlines due to an outbreak in Texas. The Texas Department of State Health Services has reported 124 confirmed cases in the outbreak so far. Wednesday, the department announced the first death in the outbreak, a school-aged child who was not vaccinated.

According to the U.S. Centers for Disease Control and Prevention, Kentucky's MMR vaccine coverage for kindergarteners decreased from 93.1% in the 2019-2020 school year to 90% during the 2023-2024 school year. Both rates fall below the CDC's 95% target.

Baptist Health Medical Group Pediatrician Rachel Schutt said vaccination rates have decreased following the COVID-19 pandemic.

"There's a lot of mistrust. There's a lot of hesitancy, and I think a lot of confusion about these vaccines, in general. For the most part, though, the majority of our patients here are vaccinated," Schutt said. "In the last four years, all of a sudden, it's like people have lost trust in their medical community, and I think because of everything we went through with the COVID pandemic. It just made people question everything else, too. Even though these are very well studied, very good results, protective, saving-lives-type vaccines, people are still scared."

The Baptist Health Child Development Center in Paducah requires an updated immunization certificate for children who

are enrolled there unless a parent submits a notarized declination. Director Shari Knight said creating a healthy environment and encouraging good hygiene are also part of the day care facility's work helping children learn.

"We have songs, so when they sing, you may see them at home, when they're washing their hands, they're going to sing a song. They have to make sure they get through the alphabet...all the way through the alphabet means your hands are clean," Knight said.

Some of those safe practices begin at home. Knight stressed the importance of making sure children have their MMR vaccines.

"Anything that we can prevent is going to help the child succeed...When children are not healthy, they can't learn, and so we want them at their best. This is the greatest part of their day, and we get to be a part of it. So, we want them healthy so that they can come," Knight said.

Schutt said Kentucky does see cases of measles sporadically, but not like the outbreak occurring in Texas. She added that the measles virus is highly infectious and can be spread via airborne transmission and via respiratory droplets. Her hope is to encourage the public to prevent measles.

"There are still cases that come in from people traveling and bringing it into the country, but I believe that the vaccine is the main reason why we're not seeing a lot of these cases and a low mortality rate in our country, at least, and I fully support it, and it's something that I wouldn't give it to my children if I didn't trust the science behind it," Schutt said.

Though people can still get measles even with the vaccination, symptoms are much less severe in those cases. Vaccination also prevents symptoms such as brain swelling that can occur years later after the virus.

Schutt especially advised those who are undergoing chemotherapy and those who are immunocompromised to speak with their health care provider before getting vaccinated.

### CONTINUED FROM PREVIOUS PAGE

The average impact of the phase three rates on the customer bill will be as shown in the table below.

	Average Monthly Usage	Proposed Phase 2 and Phase 3 Customer Bills		Differences	
		Phase 2 Monthly Bills	Phase 3 Monthly Bills	Dollar	Percentage
5/8-Inch x 3/4-Inch Meter	2,179	\$ 20.87	\$ 21.86	\$ 0.99	4.74%
1-Inch Meter	3,576	\$ 36.50	\$ 38.20	\$ 1.70	4.66%
1 1/2-Inch Meter	12,675	\$ 81.57	\$ 85.44	\$ 3.87	4.74%
2-Inch Meter	25,070	\$ 30.62	\$ 32.09	\$ 1.47	4.80%
3-Inch Meter	7,419	\$ 208.68	\$ 218.63	\$ 9.95	4.77%
4-Inch Meter	122,008	\$ 706.76	\$ 740.43	\$ 33.67	4.76%
Wholesale	611,888	\$ 2,386.36	\$ 2,502.62	\$ 116.26	4.87%
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%

In the Table below is a comparison of the phase 3 and phase 4 rates.

	Phase 3 Proposed Rates	Phase 4 Proposed Rates	Differences	
			Dollar	Percentage
5/8-Inch x 3/4-Inch Meter				
First 2,000 Gallons	\$ 20.43 Min. Bill	\$ 21.36 Min. Bill	\$ 0.93	4.55%
Next 8,000 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
1-Inch Meter				
First 5,000 Gallons	\$ 44.31 Min. Bill	\$ 46.33 Min. Bill	\$ 2.02	4.56%
Next 5,000 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
1 1/2-Inch Meter				
First 7,500 Gallons	\$ 64.21 Min. Bill	\$ 67.13 Min. Bill	\$ 2.92	4.55%
Next 2,500 Gallons	0.00799 per Gallon	0.00835 per Gallon	0.00036	4.51%
Next 10,000 Gallons	0.00717 per Gallon	0.00750 per Gallon	0.00033	4.60%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
2-Inch Meter				
First 20,000 Gallons	\$ 155.39 Min. Bill	\$ 162.46 Min. Bill	\$ 7.07	4.55%
Next 30,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
3-Inch Meter				
First 30,000 Gallons	\$ 218.63 Min. Bill	\$ 228.58 Min. Bill	\$ 9.95	4.55%
Next 20,000 Gallons	0.00633 per Gallon	0.00662 per Gallon	0.00029	4.58%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
4-Inch Meter				
First 50,000 Gallons	\$ 344.39 Min. Bill	\$ 360.06 Min. Bill	\$ 15.67	4.55%
Over 50,000 Gallons	0.00550 per Gallon	0.00575 per Gallon	0.00025	4.55%
Wholesale	0.00409 per Gallon	0.00428 per Gallon	0.00019	4.65%
Water Loss Detection and Repair Surcharge	5.00 per Gallon	5.00 per Gallon	\$ -	0.00%

The average impact of the phase four rates on the customer bill will be as shown in the table below.

	Average Monthly Usage	Proposed Phase 3 and Phase 4 Customer Bills		Differences	
		Phase 3 Monthly Bills	Phase 4 Monthly Bills	Dollar	Percentage
5/8-Inch x 3/4-Inch Meter	2,179	\$ 21.86	\$ 22.85	\$ 0.99	4.53%
1-Inch Meter	3,576	\$ 38.20	\$ 39.90	\$ 1.70	4.45%
1 1/2-Inch Meter	12,675	\$ 85.44	\$ 89.32	\$ 3.88	4.54%
2-Inch Meter	25,070	\$ 32.09	\$ 33.56	\$ 1.47	4.58%
3-Inch Meter	7,419	\$ 218.63	\$ 228.58	\$ 9.95	4.55%
4-Inch Meter	122,008	\$ 740.43	\$ 774.11	\$ 33.68	4.55%
Wholesale	611,888	\$ 2,502.62	\$ 2,618.88	\$ 116.26	4.65%
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%

In the Table below is a comparison of the phase 4 and phase 5 rates.

	Phase 4 Proposed Rates	Phase 5 Proposed Rates	Differences	
			Dollar	Percentage
5/8-Inch x 3/4-Inch Meter				
First 2,000 Gallons	\$ 21.36 Min. Bill	\$ 22.27 Min. Bill	\$ 0.91	4.26%
Next 8,000 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
1-Inch Meter				
First 5,000 Gallons	\$ 46.33 Min. Bill	\$ 48.29 Min. Bill	\$ 1.96	4.23%
Next 5,000 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
1 1/2-Inch Meter				
First 7,500 Gallons	\$ 67.13 Min. Bill	\$ 69.96 Min. Bill	\$ 2.83	4.22%
Next 2,500 Gallons	0.00835 per Gallon	0.00872 per Gallon	0.00037	4.43%
Next 10,000 Gallons	0.00750 per Gallon	0.00783 per Gallon	0.00033	4.40%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
2-Inch Meter				
First 20,000 Gallons	\$ 162.46 Min. Bill	\$ 169.28 Min. Bill	\$ 6.82	4.20%
Next 30,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
3-Inch Meter				
First 30,000 Gallons	\$ 228.58 Min. Bill	\$ 238.17 Min. Bill	\$ 9.59	4.20%
Next 20,000 Gallons	0.00662 per Gallon	0.00692 per Gallon	0.00030	4.53%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
4-Inch Meter				
First 50,000 Gallons	\$ 360.06 Min. Bill	\$ 375.15 Min. Bill	\$ 15.09	4.19%
Over 50,000 Gallons	0.00575 per Gallon	0.00601 per Gallon	0.00026	4.52%
Wholesale	0.00428 per Gallon	0.00448 per Gallon	0.00020	4.67%
Water Loss Detection and Repair Surcharge	5.00 per Gallon	5.00 per Gallon	\$ -	0.00%

The average impact of the phase five rates on the customer bill will be as shown in the table below.

	Average Monthly Usage	Proposed Phase 4 and Phase 5 Customer Bills		Differences	
		Phase 4 Monthly Bills	Phase 5 Monthly Bills	Dollar	Percentage
5/8-Inch x 3/4-Inch Meter	2,179	\$ 22.85	\$ 23.83	\$ 0.98	4.29%
1-Inch Meter	3,576	\$ 39.90	\$ 41.59	\$ 1.69	4.24%
1 1/2-Inch Meter	12,675	\$ 89.32	\$ 93.13	\$ 3.81	4.27%
2-Inch Meter	25,070	\$ 33.56	\$ 35.08	\$ 1.52	4.53%
3-Inch Meter	7,419	\$ 228.58	\$ 238.17	\$ 9.59	4.20%
4-Inch Meter	122,008	\$ 774.11	\$ 807.92	\$ 33.81	4.37%
Wholesale	611,888	\$ 2,618.88	\$ 2,741.26	\$ 122.38	4.67%
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00	\$ -	0.00%

The rates contained in this notice are the rates proposed by Graves County Water District. However, the Public Service Commission may order rates to be charged that differ from these proposed rates. Such action may result in rates for consumers other than the rates shown in this notice. Graves County Water District has available for inspection at its office the application which it submitted to the Public Service Commission. A person may examine this application at the District's office located at 408E. Broadway, Mayfield, KY, 42066. You may contact the office at (270) 247-4661.

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

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

# Attachment #2



## Reasons for Application

Upon review of its current financial condition, Graves County Water District (Graves County District) determined that it requires an increase in its base water rates. Graves County District is requesting a 44.14 percent rate increase for all of its water customers. The rate increase will generate approximately \$828,418 in additional annual revenue from water sales. Given the size of the required rate increase, Graves County District is requesting the Commission authorize a five year phase in of the increase as follows:

	Required Increase	Phase 1 20.00%	Phase 2 5.01%	Phase 3 4.77%	Phase 4 4.55%	Phase 5 4.18%
Normalized Revenue Water Sales	\$ 1,876,973	\$ 1,881,341	\$ 2,257,609	\$ 2,370,647	\$ 2,483,685	\$ 2,596,723
Revenue from Rate Increase	828,418	376,268	113,038	113,038	113,038	108,668
Revenue Requirement from Water Sales	<u>\$ 2,705,391</u>	<u>\$ 2,257,609</u>	<u>\$ 2,370,647</u>	<u>\$ 2,483,685</u>	<u>\$ 2,596,723</u>	<u>\$ 2,705,391</u>

In the March 19, 2019 Commission Staff Report issued in Case No. 2018-00376, the Commission Staff explained that because of the lenders coverage requirements, the Commission historically used the Debt Service Coverage (DSC) methodology to calculate the revenue requirement for water districts and associations. However, the DSC methodology does not produce a revenue requirement sufficient to support Graves County District's financial operations. Basing the Graves County District's revenue requirement on an 88 percent Operating Ratio produces a working capital allowance sufficient to allow the Graves County District:

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

# Attachment #3

**EXISTING AND PROPOSED RATES**  
**Graves County Water District**

	Existing Rates		Phase 1 Rates		Differences	
					\$	%
<b>5/8-Inch x 3/4-Inch Meter</b>						
First	2,000 Gallons	\$ 15.45 Min. Bill	\$ 18.57 Min. Bill	\$ 3.12		20.19%
Next	8,000 Gallons	\$ 0.00603 per Gallon	\$ 0.00727 per Gallon	\$ 0.00124		20.56%
Next	10,000 Gallons	\$ 0.00540 per Gallon	\$ 0.00651 per Gallon	\$ 0.00111		20.56%
Next	30,000 Gallons	\$ 0.00477 per Gallon	\$ 0.00575 per Gallon	\$ 0.00098		20.55%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
<b>1-Inch Meter</b>						
First	5,000 Gallons	\$ 33.53 Min. Bill	\$ 40.27 Min. Bill	\$ 6.74		20.10%
Next	5,000 Gallons	\$ 0.00603 per Gallon	\$ 0.00727 per Gallon	\$ 0.00124		20.56%
Next	10,000 Gallons	\$ 0.00540 per Gallon	\$ 0.00651 per Gallon	\$ 0.00111		20.56%
Next	30,000 Gallons	\$ 0.00477 per Gallon	\$ 0.00575 per Gallon	\$ 0.00098		20.55%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
<b>1 1/2-Inch Meter</b>						
First	7,500 Gallons	\$ 48.62 Min. Bill	\$ 58.37 Min. Bill	\$ 9.75		20.05%
Next	2,500 Gallons	\$ 0.00603 per Gallon	\$ 0.00727 per Gallon	\$ 0.00124		20.56%
Next	10,000 Gallons	\$ 0.00540 per Gallon	\$ 0.00651 per Gallon	\$ 0.00111		20.56%
Next	30,000 Gallons	\$ 0.00477 per Gallon	\$ 0.00575 per Gallon	\$ 0.00098		20.55%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
<b>2-Inch Meter</b>						
First	20,000 Gallons	\$ 117.68 Min. Bill	\$ 141.25 Min. Bill	\$ 23.57		20.03%
Next	30,000 Gallons	\$ 0.00477 per Gallon	\$ 0.00575 per Gallon	\$ 0.00098		20.55%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
<b>3-Inch Meter</b>						
First	30,000 Gallons	\$ 165.58 Min. Bill	\$ 198.73 Min. Bill	\$ 33.15		20.02%
Next	20,000 Gallons	\$ 0.00477 per Gallon	\$ 0.00575 per Gallon	\$ 0.00098		20.55%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
<b>4-Inch Meter</b>						
First	50,000 Gallons	\$ 260.85 Min. Bill	\$ 313.05 Min. Bill	\$ 52.20		20.01%
Over	50,000 Gallons	\$ 0.00414 per Gallon	\$ 0.00500 per Gallon	\$ 0.00086		20.77%
Wholesale		\$ 0.00307 per Gallon	\$ 0.00371 per Gallon	\$ 0.00064		20.85%
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00			

**EXISTING AND PROPOSED RATES**  
**Graves County Water District**

		Phase 1 Rates		Phase 2 Rates		Differences	
						\$	%
<b>5/8-Inch x 3/4-Inch Meter</b>							
First	2,000 Gallons	\$ 18.57	Min. Bill	\$ 19.50	Min. Bill	\$ 0.93	5.01%
Next	8,000 Gallons	\$ 0.00727	per Gallon	\$ 0.00763	per Gallon	\$ 0.00036	4.95%
Next	10,000 Gallons	\$ 0.00651	per Gallon	\$ 0.00684	per Gallon	\$ 0.00033	5.07%
Next	30,000 Gallons	\$ 0.00575	per Gallon	\$ 0.00604	per Gallon	\$ 0.00029	5.04%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>1-Inch Meter</b>							
First	5,000 Gallons	\$ 40.27	Min. Bill	\$ 42.29	Min. Bill	\$ 2.02	5.02%
Next	5,000 Gallons	\$ 0.00727	per Gallon	\$ 0.00763	per Gallon	\$ 0.00036	4.95%
Next	10,000 Gallons	\$ 0.00651	per Gallon	\$ 0.00684	per Gallon	\$ 0.00033	5.07%
Next	30,000 Gallons	\$ 0.00575	per Gallon	\$ 0.00604	per Gallon	\$ 0.00029	5.04%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>1 1/2-Inch Meter</b>							
First	7,500 Gallons	\$ 58.37	Min. Bill	\$ 61.29	Min. Bill	\$ 2.92	5.00%
Next	2,500 Gallons	\$ 0.00727	per Gallon	\$ 0.00763	per Gallon	\$ 0.00036	4.95%
Next	10,000 Gallons	\$ 0.00651	per Gallon	\$ 0.00684	per Gallon	\$ 0.00033	5.07%
Next	30,000 Gallons	\$ 0.00575	per Gallon	\$ 0.00604	per Gallon	\$ 0.00029	5.04%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>2-Inch Meter</b>							
First	20,000 Gallons	\$ 141.25	Min. Bill	\$ 148.32	Min. Bill	\$ 7.07	5.01%
Next	30,000 Gallons	\$ 0.00575	per Gallon	\$ 0.00604	per Gallon	\$ 0.00029	5.04%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>3-Inch Meter</b>							
First	30,000 Gallons	\$ 198.73	Min. Bill	\$ 208.68	Min. Bill	\$ 9.95	5.01%
Next	20,000 Gallons	\$ 0.00575	per Gallon	\$ 0.00604	per Gallon	\$ 0.00029	5.04%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>4-Inch Meter</b>							
First	50,000 Gallons	\$ 313.05	Min. Bill	\$ 328.72	Min. Bill	\$ 15.67	5.01%
Over	50,000 Gallons	\$ 0.00500	per Gallon	\$ 0.00525	per Gallon	\$ 0.00025	5.00%
<b>Wholesale</b>		\$ 0.00371	per Gallon	\$ 0.00390	per Gallon	\$ 0.00019	5.12%
<b>Water Loss Detection and Repair Surcharge</b>		\$ 5.00		\$ 5.00			

**EXISTING AND PROPOSED RATES**  
**Graves County Water District**

	Phase 2 Rates		Phase 3 Rates		Differences	
					\$	%
<b>5/8-Inch x 3/4-Inch Meter</b>						
First	2,000 Gallons	\$ 19.50 Min. Bill	\$ 20.43 Min. Bill	\$ 0.93		4.77%
Next	8,000 Gallons	\$ 0.00763 per Gallon	\$ 0.00799 per Gallon	\$ 0.00036		4.72%
Next	10,000 Gallons	\$ 0.00684 per Gallon	\$ 0.00717 per Gallon	\$ 0.00033		4.82%
Next	30,000 Gallons	\$ 0.00604 per Gallon	\$ 0.00633 per Gallon	\$ 0.00029		4.80%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
<b>1-Inch Meter</b>						
First	5,000 Gallons	\$ 42.29 Min. Bill	\$ 44.31 Min. Bill	\$ 2.02		4.78%
Next	5,000 Gallons	\$ 0.00763 per Gallon	\$ 0.00799 per Gallon	\$ 0.00036		4.72%
Next	10,000 Gallons	\$ 0.00684 per Gallon	\$ 0.00717 per Gallon	\$ 0.00033		4.82%
Next	30,000 Gallons	\$ 0.00604 per Gallon	\$ 0.00633 per Gallon	\$ 0.00029		4.80%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
<b>1 1/2-Inch Meter</b>						
First	7,500 Gallons	\$ 61.29 Min. Bill	\$ 64.21 Min. Bill	\$ 2.92		4.76%
Next	2,500 Gallons	\$ 0.00763 per Gallon	\$ 0.00799 per Gallon	\$ 0.00036		4.72%
Next	10,000 Gallons	\$ 0.00684 per Gallon	\$ 0.00717 per Gallon	\$ 0.00033		4.82%
Next	30,000 Gallons	\$ 0.00604 per Gallon	\$ 0.00633 per Gallon	\$ 0.00029		4.80%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
<b>2-Inch Meter</b>						
First	20,000 Gallons	\$ 148.32 Min. Bill	\$ 155.39 Min. Bill	\$ 7.07		4.77%
Next	30,000 Gallons	\$ 0.00604 per Gallon	\$ 0.00633 per Gallon	\$ 0.00029		4.80%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
<b>3-Inch Meter</b>						
First	30,000 Gallons	\$ 208.68 Min. Bill	\$ 218.63 Min. Bill	\$ 9.95		4.77%
Next	20,000 Gallons	\$ 0.00604 per Gallon	\$ 0.00633 per Gallon	\$ 0.00029		4.80%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
<b>4-Inch Meter</b>						
First	50,000 Gallons	\$ 328.72 Min. Bill	\$ 344.39 Min. Bill	\$ 15.67		4.77%
Over	50,000 Gallons	\$ 0.00525 per Gallon	\$ 0.00550 per Gallon	\$ 0.00025		4.76%
Wholesale		\$ 0.00390 per Gallon	\$ 0.00409 per Gallon	\$ 0.00019		4.87%
Water Loss Detection and Repair Surcharge		\$ 5.00	\$ 5.00			

**EXISTING AND PROPOSED RATES**  
**Graves County Water District**

			Phase 3 Rates		Phase 4 Rates		Differences	
							\$	%
<b>5/8-Inch x 3/4-Inch Meter</b>								
First	2,000	Gallons	\$ 20.43	Min. Bill	\$ 21.36	Min. Bill	\$ 0.93	4.55%
Next	8,000	Gallons	\$ 0.00799	per Gallon	\$ 0.00835	per Gallon	\$ 0.00036	4.51%
Next	10,000	Gallons	\$ 0.00717	per Gallon	\$ 0.00750	per Gallon	\$ 0.00033	4.60%
Next	30,000	Gallons	\$ 0.00633	per Gallon	\$ 0.00662	per Gallon	\$ 0.00029	4.58%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
<b>1-Inch Meter</b>								
First	5,000	Gallons	\$ 44.31	Min. Bill	\$ 46.33	Min. Bill	\$ 2.02	4.56%
Next	5,000	Gallons	\$ 0.00799	per Gallon	\$ 0.00835	per Gallon	\$ 0.00036	4.51%
Next	10,000	Gallons	\$ 0.00717	per Gallon	\$ 0.00750	per Gallon	\$ 0.00033	4.60%
Next	30,000	Gallons	\$ 0.00633	per Gallon	\$ 0.00662	per Gallon	\$ 0.00029	4.58%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
<b>1 1/2-Inch Meter</b>								
First	7,500	Gallons	\$ 64.21	Min. Bill	\$ 67.13	Min. Bill	\$ 2.92	4.55%
Next	2,500	Gallons	\$ 0.00799	per Gallon	\$ 0.00835	per Gallon	\$ 0.00036	4.51%
Next	10,000	Gallons	\$ 0.00717	per Gallon	\$ 0.00750	per Gallon	\$ 0.00033	4.60%
Next	30,000	Gallons	\$ 0.00633	per Gallon	\$ 0.00662	per Gallon	\$ 0.00029	4.58%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
<b>2-Inch Meter</b>								
First	20,000	Gallons	\$ 155.39	Min. Bill	\$ 162.46	Min. Bill	\$ 7.07	4.55%
Next	30,000	Gallons	\$ 0.00633	per Gallon	\$ 0.00662	per Gallon	\$ 0.00029	4.58%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
<b>3-Inch Meter</b>								
First	30,000	Gallons	\$ 218.63	Min. Bill	\$ 228.58	Min. Bill	\$ 9.95	4.55%
Next	20,000	Gallons	\$ 0.00633	per Gallon	\$ 0.00662	per Gallon	\$ 0.00029	4.58%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
<b>4-Inch Meter</b>								
First	50,000	Gallons	\$ 344.39	Min. Bill	\$ 360.06	Min. Bill	\$ 15.67	4.55%
Over	50,000	Gallons	\$ 0.00550	per Gallon	\$ 0.00575	per Gallon	\$ 0.00025	4.55%
Wholesale			\$ 0.00409	per Gallon	\$ 0.00428	per Gallon	\$ 0.00019	4.65%
Water Loss Detection and Repair Surcharge			\$ 5.00		\$ 5.00			

**EXISTING AND PROPOSED RATES**  
**Graves County Water District**

		Phase 4 Rates		Phase 5 Rates		Differences	
						\$	%
<b>5/8-Inch x 3/4-Inch Meter</b>							
First	2,000 Gallons	\$	21.36 Min. Bill	\$	22.27 Min. Bill	\$	0.91 4.26%
Next	8,000 Gallons	\$	0.00835 per Gallon	\$	0.00872 per Gallon	\$	0.00037 4.43%
Next	10,000 Gallons	\$	0.00750 per Gallon	\$	0.00783 per Gallon	\$	0.00033 4.40%
Next	30,000 Gallons	\$	0.00662 per Gallon	\$	0.00692 per Gallon	\$	0.00030 4.53%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>1-Inch Meter</b>							
First	5,000 Gallons	\$	46.33 Min. Bill	\$	48.29 Min. Bill	\$	1.96 4.23%
Next	5,000 Gallons	\$	0.00835 per Gallon	\$	0.00872 per Gallon	\$	0.00037 4.43%
Next	10,000 Gallons	\$	0.00750 per Gallon	\$	0.00783 per Gallon	\$	0.00033 4.40%
Next	30,000 Gallons	\$	0.00662 per Gallon	\$	0.00692 per Gallon	\$	0.00030 4.53%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>1 1/2-Inch Meter</b>							
First	7,500 Gallons	\$	67.13 Min. Bill	\$	69.96 Min. Bill	\$	2.83 4.22%
Next	2,500 Gallons	\$	0.00835 per Gallon	\$	0.00872 per Gallon	\$	0.00037 4.43%
Next	10,000 Gallons	\$	0.00750 per Gallon	\$	0.00783 per Gallon	\$	0.00033 4.40%
Next	30,000 Gallons	\$	0.00662 per Gallon	\$	0.00692 per Gallon	\$	0.00030 4.53%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>2-Inch Meter</b>							
First	20,000 Gallons	\$	162.46 Min. Bill	\$	169.28 Min. Bill	\$	6.82 4.20%
Next	30,000 Gallons	\$	0.00662 per Gallon	\$	0.00692 per Gallon	\$	0.00030 4.53%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>3-Inch Meter</b>							
First	30,000 Gallons	\$	228.58 Min. Bill	\$	238.17 Min. Bill	\$	9.59 4.20%
Next	20,000 Gallons	\$	0.00662 per Gallon	\$	0.00692 per Gallon	\$	0.00030 4.53%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>4-Inch Meter</b>							
First	50,000 Gallons	\$	360.06 Min. Bill	\$	375.15 Min. Bill	\$	15.09 4.19%
Over	50,000 Gallons	\$	0.00575 per Gallon	\$	0.00601 per Gallon	\$	0.00026 4.52%
<b>Wholesale</b>		\$	0.00428 per Gallon	\$	0.00448 per Gallon	\$	0.00020 4.67%
<b>Water Loss Detection and Repair Surcharge</b>		\$	5.00 per Gallon	\$	5.00		

# Attachment #4



**SCHEDULE OF ADJUSTED OPERATIONS**  
**Graves County Water District**

	Test Year	Adjustments	Ref.	Pro Forma
<b>Operating Revenues</b>				
Revenue from Metered Water Sales	\$ 2,171,725	\$ (284,700)	A	
		(7,225)	B	
		(2,729)	C	
		(98)	D	\$ 1,876,973
Other Water Revenues:				
Forfeited Discounts	0	622	C	622
Misc. Service Revenues	104,961	0		104,961
Rents From Water Property	0	1,400	C	1,400
Other Water Revenues	0	707	C	707
<b>Total Operating Revenues</b>	2,276,686	(292,023)		1,984,663
<b>Operating Expenses</b>				
<b>Operation and Maintenance</b>				
Salaries and Wages - Employees	0			0
Salaries and Wages - Officers	22,225			22,225
Purchased Water	312,335	12,493	E	
		(55,036)	F	269,792
Purchased Power	103,380	(17,516)	F	85,864
Chemicals	145,723	(24,690)	F	121,033
Materials and Supplies	198,131			198,131
Contractual Services - Acct.	0			0
Contractual Services - -Other	0			0
Contractual Services - Management	1,112,225	111,223	G	1,223,448
Rental of Equipment	127,750			127,750
Insurance - Gen. Liability	25,440			25,440
Bad Debt	23,233			23,233
Miscellaneous Expenses	39,189			39,189
<b>Total Operation and Maint. Expenses</b>	2,109,631	26,474		2,136,105
Depreciation Expense	341,954	0		341,954
Taxes Other Than Income	5,249	0		5,249
<b>Total Operating Expenses</b>	2,456,834	26,474		2,483,308
<b>Net Utility Operating Income</b>	\$ (180,148)	\$ (318,497)		\$ (498,645)
<b>REVENUE REQUIREMENTS</b>				
Pro Forma Operating Expenses				\$ 2,483,308
Divide by: Operating Ratio				88%
Subtotal				2,821,941
Add: Average Annual Interest Expense			H	6,312
Total Revenue Requirement				2,828,253
Less: Forfeited Discounts				(622)
Misc. Service Revenues				(104,961)
Rents From Water Property				(1,400)
Other Water Revenues				(707)
Interest Income				(15,172)
Revenue Required from Rates				2,705,391
Less: Normalized Revenues from Water Sales				(1,876,973)
Required Revenue Increase				\$ 828,418
Percentage Increase				44.14%

## REFERENCES

A. In Case No. 2020-00836 the Commission authorized Graves District to assess a monthly Leak Detection and Repair Program surcharge of \$5.00 per customer for service rendered on and after October 1, 2019, and continue for 72 months or until the total amount of the surcharges assessed equals \$1,721,600, whichever occurs first. The Commission required Graves District to consider its Leak Detection and Repair Program surcharge collections as Contributions In Aid of Construction and to record the collections in the manner that the Uniform System of Accounts for Class A and B Water Districts and Associations prescribes. Graves District recorded its Leak Detection and Repair Program surcharge collections as Revenues from Metered Water Sales. To correct the misclassification error Revenues from Metered Water Sales are being decreased by \$284,700.

B. In Case No. 2020-00836 the Commission authorized Graves District to assess a debt surcharge of \$1.56 per month for the customers served in the Hickory area until June 2021. Given that the debt surcharge collections were to be eliminated in June 2021, Graves District is reducing Water Revenues Metered Water Sales by \$7,225.

C. Graves District recorded its forfeited discounts, revenues from water plant and revenues from nonrecurring charges in the account Revenue from Metered Water Sales. To correct the misclassification errors, Revenue from Metered Water Sales is being decreased by \$2,729; Forfeited Discounts increased by \$622; Rents From Water Property \$1,400; and Other Water Revenues by \$707.

D. The Current Billing Analysis results in pro forma metered sales revenue of \$1,876,973. This reflects a full year at the retail rates that were effective during the calendar year 2023 and indicates a slight decrease to Revenue from Metered Water Sales of \$98 is required.

E. The city of Mayfield increased its retail water rates resulting in an increase to the purchased water expense of \$12,493.

F. In its 2023 Annual Report Graves District reported a water loss of 31.943 percent, which is 16.943 percent above the PSC's maximum allowable loss for rate-making purposes of 15 percent. Therefore, the expenses for Purchased

Water, Chemicals and Purchased Power related to water purchased and pumped above the 15 percent limit are not allowed in the rate base and have been deducted.

G. The contractual services billed by the Mayfield Electric and Water Systems increased by 10 percent for 2025.

H. The annual debt payments for Graves District's Kentucky Infrastructure Authority loans are shown in Table B. The five-year average of the interest payments is added to the Operating Ratio Method revenue requirement calculation. The five-year average of the principal and interest payments plus coverage is added to the Debt Service Coverage Method revenue requirement calculation.

**Table A**  
**DEBT SERVICE SCHEDULE**  
**Graves County Water District**  
CY 2024 - 2028

Debt Summary

C.Y.	Principal	Interest	Service Fee	Annual Payment
2025	\$ 111,247	\$ 8,857	\$ 1,307	\$ 121,411
2026	261,093	7,309	900	269,302
2027	41,539	5,971	597	48,107
2028	42,373	5,137	513	48,023
2029	43,225	4,285	428	47,938
<b>TOTALS</b>	<b>\$ 499,477</b>	<b>\$ 31,559</b>	<b>\$ 3,745</b>	<b>\$ 534,781</b>
5 Year Avg	\$ 99,895	\$ 6,312	\$ 749	\$ 106,956
DSC - 0.2x				\$ 21,391

Individual Debt Amortization Schedules

KIA Loan B11-02

C.Y.	Principal	Interest	Service Fee	Annual Payment
2025	\$ 39,917	\$ 7,593	\$ 760	\$ 48,270
2026	40,720	6,790	679	48,189
2027	41,539	5,971	597	48,107
2028	42,373	5,137	513	48,023
2029	43,225	4,285	428	47,938
<b>TOTALS</b>	<b>207,774</b>	<b>29,776</b>	<b>2,977</b>	<b>240,527</b>
5-Year Avg	41,555	5,955	595	48,105
DSC - 0.2x				\$ 9,621

KIA Loan B07-03

C.Y.	Principal	Interest	Service Fee	Annual Payment
2025	\$ 51,458	\$ 258	\$ 129	51,845
2026	25,837	52	26	25,915
2027	-	-	-	0
2028	-	-	-	0
2029	-	-	-	0
<b>TOTALS</b>	<b>77,295</b>	<b>310</b>	<b>155</b>	<b>77,760</b>
5-Year Avg	15,459	62	31	15,552
DSC - 0.2x				\$ 3,110

KIA Loan B05-04

C.Y.	Principal	Interest	Service Fee	Annual Payment
2024	\$ 19,872	\$ 1,006	\$ 418	21,296
2025	194,536	467	195	195,198
2026	-	-	-	0
2027	-	-	-	0
2028	-	-	-	0
<b>TOTALS</b>	<b>214,408</b>	<b>1,473</b>	<b>613</b>	<b>216,494</b>
5-Year Avg	42,882	295	123	43,299
DSC - 0.2x				\$ 8,660

# Attachment #5

Existing Billing Analysis	Bills	Usage	Amount
5/8 x 3/4-Inch Meter	98,818	215,314,600	\$ 1,590,118.37
1-Inch Meter	1,664	5,951,200	\$ 55,942.83
1 1/2-Inch Meter	297	3,764,400	\$ 19,609.37
2-Inch Meter	1,127	28,254,200	\$ 170,047.71
3-Inch Meter	37	274,500	\$ 5,943.48
4-Inch Meter	24	2,928,200	\$ 12,768.95
Wholesale	12	7,342,660	\$ 22,541.97
Billing Analysis Total	<u>101,979</u>	<u>263,829,760</u>	<u>\$ 1,876,972.67</u>
Billing Adjustments			\$ -
Adjusted Billing Analysis Totals			<u>\$ 1,876,972.67</u>
Less: Revenus Water Sales - 2023 Annual Report			<u>\$ (1,877,071.00)</u>
Adjustment			<u>\$ (98.33)</u>
Revenus Water Sales - 2023 Annual Report			\$ 2,171,725.00
Less: Classification Errors			
Water Loss Surcharge			\$ (284,700.00)
Old Hicory Debt Surcharge			\$ (7,225.00)
Other Water Revenues - Other			\$ (707.00)
Forfeited Discounts			\$ (622.00)
Rents From Water Property			\$ (1,400.00)
Corrected Revenue from Water Sales			<u>\$ 1,877,071.00</u>

Class/Meter Size	Rate	Bills	Usage	Amount
5/8 x 3/4-Inch Meter				
First 2000 Gallons	15.45	57,228	95,744,200	\$ 884,172.60
Next 8000 Gallons	0.00603	38,227	102,411,700	\$ 617,542.55
Next 10000 Gallons	0.00540	2,807	11,502,800	\$ 62,115.12
Next 30000 Gallons	0.00477	510	4,559,800	\$ 21,750.25
Over 50000 Gallons	0.00414	46	1,096,100	\$ 4,537.85
		98,818	215,314,600	\$ 1,590,118.37
<u>1-Inch Meter</u>				
First 5000 Gallons	33.53	1,212	3,033,400	\$ 40,638.36
Next 5000 Gallons	0.00603	267	870,400	\$ 5,248.51
Next 10000 Gallons	0.00540	108	806,200	\$ 4,353.48
Next 30000 Gallons	0.00477	59	895,100	\$ 4,269.63
Over 50000 Gallons	0.00414	18	346,100	\$ 1,432.85
		1,664	5,951,200	\$ 55,942.83
<u>1 1/2-Inch Meter</u>				
First 7500 Gallons	48.62	96	536,500	\$ 4,667.52
Next 2500 Gallons	0.00603	67	163,000	\$ 982.89
Next 10000 Gallons	0.00540	61	500,500	\$ 2,702.70
Next 30000 Gallons	0.00477	44	1,015,300	\$ 4,842.98
Over 50000 Gallons	0.00414	29	1,549,100	\$ 6,413.27
		297	3,764,400	\$ 19,609.37

2-Inch Meter

First 20000 Gallons	117.680	683	7,586,800	\$	80,375.44
Next 30000 Gallons	0.00477	268	6,522,600	\$	31,112.80
Over 50000 Gallons	0.00414	176	14,144,800	\$	58,559.47
		1,127	28,254,200	\$	170,047.71

3-Inch Meter

First 30000 Gallons	165.38	33	163,500	\$	5,457.54
Next 20000 Gallons	0.00477	3	41,900	\$	199.86
Over 50000 Gallons	0.00414	1	69,100	\$	286.07
		37	274,500	\$	5,943.48

4-Inch Meter

First 50000 Gallons	260.85	12	600,000	\$	3,130.20
Over 50000 Gallons	0.00414	12	2,328,200	\$	9,638.75
		24	2,928,200	\$	12,768.95

04 - Wholesale	0.0031	12	7,342,660	\$	22,541.97
----------------	--------	----	-----------	----	-----------

TOTAL		101,979	263,829,760	\$	1,876,972.67
-------	--	---------	-------------	----	--------------

# Attachment #6



Proposed Billing Analysis Phase 1

	Bills	Usage	Amount
5/8 x 3/4-Inch Meter	98,818	215,314,600	\$ 1,913,839.60
1-Inch Meter	1,664	5,951,200	\$ 67,260.74
1 1/2-Inch Meter	297	3,764,400	\$ 23,630.26
2-Inch Meter	1,127	28,254,200	\$ 204,702.70
3-Inch Meter	37	274,500	\$ 7,144.52
4-Inch Meter	24	2,928,200	\$ 15,397.60
Wholesale	12	7,342,660	\$ 27,241.27
Billing Analysis Total	<u>101,979</u>	<u>263,829,760</u>	\$ 2,259,216.68
Billing Adjustments			\$ -
Adjusted Billing Analysis Totals			\$ 2,259,216.68
Less: Revenue Requirement Phase 1			\$ (2,257,609.28)
Difference			\$ 1,607.39
Percent			0.07%

Class/Meter Size

<u>5/8 x 3/4-Inch Meter</u>	Rate	Bills	Usage	Amount
First 2000 Gallons	18.57	57,228	95,744,200	\$ 1,062,723.96
Next 8000 Gallons	0.00727	38,227	102,411,700	\$ 744,533.06
Next 10000 Gallons	0.00651	2,807	11,502,800	\$ 74,883.23
Next 30000 Gallons	0.00575	510	4,559,800	\$ 26,218.85
Over 50000 Gallons	0.00500	46	1,096,100	\$ 5,480.50
		98,818	215,314,600	\$ 1,913,839.60

1-Inch Meter

First 5000 Gallons	40.27	1,212	3,033,400	\$ 48,807.24
Next 5000 Gallons	0.00727	267	870,400	\$ 6,327.81
Next 10000 Gallons	0.00651	108	806,200	\$ 5,248.36
Next 30000 Gallons	0.00575	59	895,100	\$ 5,146.83
Over 50000 Gallons	0.00500	18	346,100	\$ 1,730.50
		1,664	5,951,200	\$ 67,260.74

1 1/2-Inch Meter

First 7500 Gallons	58.37	96	536,500	\$ 5,603.52
Next 2500 Gallons	0.00727	67	163,000	\$ 1,185.01
Next 10000 Gallons	0.00651	61	500,500	\$ 3,258.26
Next 30000 Gallons	0.00575	44	1,015,300	\$ 5,837.98
Over 50000 Gallons	0.00500	29	1,549,100	\$ 7,745.50
		297	3,764,400	\$ 23,630.26

2-Inch Meter

First 20000 Gallons	141.250	683	7,586,800	\$ 96,473.75
Next 30000 Gallons	0.00575	268	6,522,600	\$ 37,504.95
Over 50000 Gallons	0.00500	176	14,144,800	\$ 70,724.00
		1,127	28,254,200	\$ 204,702.70

3-Inch Meter

First 30000 Gallons	198.73	33	163,500	\$ 6,558.09
Next 20000 Gallons	0.00575	3	41,900	\$ 240.93

Over 50000 Gallons	0.00500	1	69,100	\$	345.50
		37	274,500	\$	7,144.52
<u>4-Inch Meter</u>					
First 50000 Gallons	313.05	12	600,000	\$	3,756.60
Over 50000 Gallons	0.00500	12	2,328,200	\$	11,641.00
		24	2,928,200	\$	15,397.60
04 - Wholesale	0.0037	12	7,342,660	\$	27,241.27
TOTAL		101,979	263,829,760	\$	2,259,216.68

Proposed Billing Analysis Phase 2

	Bills	Usage	Amount
5/8 x 3/4-Inch Meter	98,818	215,314,600	\$ 2,009,322.14
1-Inch Meter	1,664	5,951,200	\$ 70,634.47
1 1/2-Inch Meter	297	3,764,400	\$ 24,816.14
2-Inch Meter	1,127	28,254,200	\$ 214,959.26
3-Inch Meter	37	274,500	\$ 7,502.29
4-Inch Meter	24	2,928,200	\$ 16,167.69
Wholesale	12	7,342,660	\$ 28,636.37
Billing Analysis Total	<u>101,979</u>	<u>263,829,760</u>	\$ 2,372,038.37
Billing Adjustments			\$ -
Adjusted Billing Analysis Totals			\$ 2,372,038.37
Less: Revenue Requirement Phase 2			\$ (2,370,647.28)
Difference			\$ 1,391.08
Percent			0.06%

Class/Meter Size

<u>5/8 x 3/4-Inch Meter</u>	Rate	Bills	Usage	Amount
First 2000 Gallons	19.50	57,228	95,744,200	\$ 1,115,946.00
Next 8000 Gallons	0.00763	38,227	102,411,700	\$ 781,401.27
Next 10000 Gallons	0.00684	2,807	11,502,800	\$ 78,679.15
Next 30000 Gallons	0.00604	510	4,559,800	\$ 27,541.19
Over 50000 Gallons	0.00525	46	1,096,100	\$ 5,754.53
		98,818	215,314,600	\$ 2,009,322.14

1-Inch Meter

First 5000 Gallons	42.29	1,212	3,033,400	\$ 51,255.48
Next 5000 Gallons	0.00763	267.00000	870,400	\$ 6,641.15
Next 10000 Gallons	0.00684	108.00000	806,200	\$ 5,514.41
Next 30000 Gallons	0.00604	59.00000	895,100	\$ 5,406.40
Over 50000 Gallons	0.00525	18.00000	346,100	\$ 1,817.03
		1,664	5,951,200	\$ 70,634.47

1 1/2-Inch Meter

First 7500 Gallons	61.29	96	536,500	\$ 5,883.84
Next 2500 Gallons	0.00763	67	163,000	\$ 1,243.69
Next 10000 Gallons	0.00684	61	500,500	\$ 3,423.42
Next 30000 Gallons	0.00604	44	1,015,300	\$ 6,132.41
Over 50000 Gallons	0.00525	29	1,549,100	\$ 8,132.78
		297	3,764,400	\$ 24,816.14

2-Inch Meter

First 20000 Gallons	148.320	683	7,586,800	\$ 101,302.56
Next 30000 Gallons	0.00604	268	6,522,600	\$ 39,396.50
Over 50000 Gallons	0.00525	176	14,144,800	\$ 74,260.20
		1,127	28,254,200	\$ 214,959.26

3-Inch Meter

First 30000 Gallons	208.68	33	163,500	\$ 6,886.44
Next 20000 Gallons	0.00604	3	41,900	\$ 253.08

Over 50000 Gallons	0.00525	1	69,100	\$	362.78
		37	274,500	\$	7,502.29
<u>4-Inch Meter</u>					
First 50000 Gallons	328.72	12	600,000	\$	3,944.64
Over 50000 Gallons	0.00525	12	2,328,200	\$	12,223.05
		24	2,928,200	\$	16,167.69
04 - Wholesale	0.0039	12	7,342,660	\$	28,636.37
TOTAL		101,979	263,829,760	\$	2,372,038.37

Proposed Billing Analysis Phase 3

5/8 x 3/4-Inch Meter	98,818	215,314,600	\$ 2,104,804.68
1-Inch Meter	1,664	5,951,200	\$ 74,008.20
1 1/2-Inch Meter	297	3,764,400	\$ 26,002.01
2-Inch Meter	1,127	28,254,200	\$ 225,215.83
3-Inch Meter	37	274,500	\$ 7,860.07
4-Inch Meter	24	2,928,200	\$ 16,937.78
Wholesale	12	7,342,660	\$ 30,031.48
Billing Analysis Total	<u>101,979</u>	<u>263,829,760</u>	<u>\$ 2,484,860.05</u>
Billing Adjustments			\$ -
Adjusted Billing Analysis Totals			<u>\$ 2,484,860.05</u>
Less: Revenue Requirement Phase 3			<u>\$ (2,483,685.28)</u>
Difference			\$ 1,174.77
Percent			0.05%

Class/Meter Size  
5/8 x 3/4-Inch Meter

	Rate	Bills	Usage	Amount
First 2000 Gallons	20.43	57,228	95,744,200	\$ 1,169,168.04
Next 8000 Gallons	0.00799	38,227	102,411,700	\$ 818,269.48
Next 10000 Gallons	0.00717	2,807	11,502,800	\$ 82,475.08
Next 30000 Gallons	0.00633	510	4,559,800	\$ 28,863.53
Over 50000 Gallons	0.00550	46	1,096,100	\$ 6,028.55
		98,818	215,314,600	\$ 2,104,804.68

1-Inch Meter

First 5000 Gallons	44.31	1,212	3,033,400	\$ 53,703.72
Next 5000 Gallons	0.00799	267.00000	870,400	\$ 6,954.50
Next 10000 Gallons	0.00717	108.00000	806,200	\$ 5,780.45
Next 30000 Gallons	0.00633	59.00000	895,100	\$ 5,665.98
Over 50000 Gallons	0.00550	18.00000	346,100	\$ 1,903.55
		1,664	5,951,200	\$ 74,008.20

1 1/2-Inch Meter

First 7500 Gallons	64.21	96	536,500	\$ 6,164.16
Next 2500 Gallons	0.00799	67	163,000	\$ 1,302.37
Next 10000 Gallons	0.00717	61	500,500	\$ 3,588.59
Next 30000 Gallons	0.00633	44	1,015,300	\$ 6,426.85
Over 50000 Gallons	0.00550	29	1,549,100	\$ 8,520.05
		297	3,764,400	\$ 26,002.01

2-Inch Meter

First 20000 Gallons	155.390	683	7,586,800	\$ 106,131.37
Next 30000 Gallons	0.00633	268	6,522,600	\$ 41,288.06
Over 50000 Gallons	0.00550	176	14,144,800	\$ 77,796.40
		1,127	28,254,200	\$ 225,215.83

3-Inch Meter

First 30000 Gallons	218.63	33	163,500	\$ 7,214.79
Next 20000 Gallons	0.00633	3	41,900	\$ 265.23

Over 50000 Gallons	0.00550	1	69,100	\$	380.05
		37	274,500	\$	7,860.07
<u>4-Inch Meter</u>					
First 50000 Gallons	344.39	12	600,000	\$	4,132.68
Over 50000 Gallons	0.00550	12	2,328,200	\$	12,805.10
		24	2,928,200	\$	16,937.78
04 - Wholesale	0.0041	12	7,342,660	\$	30,031.48
TOTAL		101,979	263,829,760	\$	2,484,860.05

Proposed Billing Analysis Phase 4

	Bills	Usage	Amount
5/8 x 3/4-Inch Meter	98,818	215,314,600	\$ 2,200,287.23
1-Inch Meter	1,664	5,951,200	\$ 77,381.94
1 1/2-Inch Meter	297	3,764,400	\$ 27,187.89
2-Inch Meter	1,127	28,254,200	\$ 235,472.39
3-Inch Meter	37	274,500	\$ 8,217.84
4-Inch Meter	24	2,928,200	\$ 17,707.87
Wholesale	12	7,342,660	\$ 31,426.58
Billing Analysis Total	<u>101,979</u>	<u>263,829,760</u>	\$ 2,597,681.74
Billing Adjustments			\$ -
Adjusted Billing Analysis Totals			\$ 2,597,681.74
Less: Revenue Requirement 4			\$ (2,596,723.28)
Difference			\$ 958.46
Percent			0.04%

Class/Meter Size	Rate	Bills	Usage	Amount
<u>5/8 x 3/4-Inch Meter</u>				
First 2000 Gallons	21.36	57,228	95,744,200	\$ 1,222,390.08
Next 8000 Gallons	0.00835	38,227	102,411,700	\$ 855,137.70
Next 10000 Gallons	0.00750	2,807	11,502,800	\$ 86,271.00
Next 30000 Gallons	0.00662	510	4,559,800	\$ 30,185.88
Over 50000 Gallons	0.00575	46	1,096,100	\$ 6,302.58
		98,818	215,314,600	\$ 2,200,287.23

1-Inch Meter

First 5000 Gallons	46.33	1,212	3,033,400	\$ 56,151.96
Next 5000 Gallons	0.00835	267.00000	870,400	\$ 7,267.84
Next 10000 Gallons	0.00750	108.00000	806,200	\$ 6,046.50
Next 30000 Gallons	0.00662	59.00000	895,100	\$ 5,925.56
Over 50000 Gallons	0.00575	18.00000	346,100	\$ 1,990.08
		1,664	5,951,200	\$ 77,381.94

1 1/2-Inch Meter

First 7500 Gallons	67.13	96	536,500	\$ 6,444.48
Next 2500 Gallons	0.00835	67	163,000	\$ 1,361.05
Next 10000 Gallons	0.00750	61	500,500	\$ 3,753.75
Next 30000 Gallons	0.00662	44	1,015,300	\$ 6,721.29
Over 50000 Gallons	0.00575	29	1,549,100	\$ 8,907.33
		297	3,764,400	\$ 27,187.89

2-Inch Meter

First 20000 Gallons	162.460	683	7,586,800	\$ 110,960.18
Next 30000 Gallons	0.00662	268	6,522,600	\$ 43,179.61
Over 50000 Gallons	0.00575	176	14,144,800	\$ 81,332.60
		1,127	28,254,200	\$ 235,472.39

3-Inch Meter

First 30000 Gallons	228.58	33	163,500	\$ 7,543.14
Next 20000 Gallons	0.00662	3	41,900	\$ 277.38

Over 50000 Gallons	0.00575	1	69,100	\$	397.33
		37	274,500	\$	8,217.84
<u>4-Inch Meter</u>					
First 50000 Gallons	360.06	12	600,000	\$	4,320.72
Over 50000 Gallons	0.00575	12	2,328,200	\$	13,387.15
		24	2,928,200	\$	17,707.87
04 - Wholesale	0.0043	12	7,342,660	\$	31,426.58
TOTAL		101,979	263,829,760	\$	2,597,681.74



# Attachment #7

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
Form 1120S										
Collecting & Impounding Reservoirs										
5	Collecting & Impounding R	12/31/08		54,620			11,971	S/L HY	65	840
Total Collecting & Impounding Rese				54,620		0	11,971			840
DISTRIBUTION RESERVOIRS										
11	Distribution Reservoirs &	12/31/08		939,102			658,000	S/L HY	45	20,867
51	Distribution Reservoirs	3/01/67		127,158			127,158	S/L HY	45	0
52	Final Engineering	3/01/67		269			269	S/L HY	45	0
53	2 Electric Heaters & Inst	1/01/79		1,305			1,305	S/L HY	45	0
54	Painting & Cleaning 2 Tow	1/01/79		21,544			21,544	S/L HY	45	0
55	Lightning Damage	1/01/84		-1,389			-1,389	S/L HY	45	0
56	New Tower, Engineering, LEG	1/01/84		145,645			145,645	S/L HY	45	0
57	Painting-Lowes Water Tank	1/20/78		53,075			42,381	S/L HY	45	590
58	Engineering Services, REPA	10/14/97		4,460			4,257	S/L HY	45	99
59	Water Tank Industrial Par	9/01/01		979,628			695,864	S/L HY	45	21,767
60	New Transducer on Tank In	8/06/02		1,554			1,130	S/L HY	45	35
61	Tank - Painting & Inspect	1/01/04		65,000			41,884	S/L HY	45	1,444
62	Tank-Pressure Washing	1/01/08		4,550			2,704	S/L HY	45	101
265	DIST. RESV. & STANDS	1/01/90		49,397			49,397	S/L HY	20	0
266	WATER TOWER	1/01/07		94,957			94,957	S/L MQ	45	0
372	Honeywell Pressure Transducer	3/28/22		3,867			75	S/L MQ	45	86
374	Tank-Rehab-Sand/Paint	12/28/22		262,479			730	S/L MQ	45	5,832
375	Tank-Rehab-Sand/Paint	12/28/22		262,479			730	S/L MQ	45	5,832
380	Rehab Tanks	2/07/23		44,880				S/L MQ	45	872
381	Rehab Tanks	2/07/23		44,880				S/L MQ	45	872
Total DISTRIBUTION RESERVOIRS				3,104,840		0	1,886,641			58,397
FIREMAINS/HYDRANTS										
15	Hydrants	12/31/08		44,770			44,770	S/L HY	50	0
34	Hydrants	1/31/12		1,265			263	S/L HY	50	25
63	Firemains	1/01/67		64,375			64,375	S/L HY	50	0
64	Fire Hydrant	9/07/99		750			440	S/L HY	50	15
65	Fire Hydrants (2)	3/05/99		1,415			726	S/L HY	50	20
66	Fire Hydrant Installation	3/05/99		950			570	S/L HY	50	19
67	Fire Hydrant	1/01/00		475			280	S/L HY	50	10

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
68	Fire Hydrant	11/01/00		70			36	S/L HY	50	1
69	Fire Hydrant	7/01/01		4,043			1,772	S/L HY	50	81
70	Fire Hydrant	12/03/02		6			1	S/L HY	50	0
71	Fire Hydrant	8/08/08		2,106			714	S/L HY	50	42
246	Hydrant	3/31/13		2,656			504	S/L HY	50	53
247	Fire Hydrant Parts	4/22/13		3,063			580	S/L HY	50	61
256	Fire Hydrant	10/31/14		1,160			196	S/L HY	50	23
Total FIREMAINS/HYDRANTS				127,104		0	115,227			350
Franchise										
2	Franchises	12/31/08		7,921			1,738	S/L HY	50	158
Total Franchise				7,921		0	1,738			158
Furniture and Fixtures										
17	Office Furniture & Equip	12/31/08		54,729			54,729	S/L HY	20	0
72	Furniture/Fixtures Prior	1/01/70		3,283			3,283	S/L HY	20	0
73	Carpeting	1/01/96		1,313			1,313	S/L HY	20	0
74	Victor Calculator	10/06/99		169			169	S/L HY	20	0
75	Filing Cabinet	8/03/00		105			105	S/L HY	20	0
76	Filing Cabinet	6/06/01		90			90	S/L HY	20	0
77	A/C Unit for Office	10/03/02		1,750			1,750	S/L HY	20	0
78	Handheld Units for Meter	1/01/08		3,495			3,495	S/L HY	20	0
79	Software for New Billing	1/01/08		5,694			5,411	S/L HY	20	283
80	Copier	1/01/08		795			795	S/L HY	20	0
267	OFFICE FURNITURE AND EQUIP	1/01/01		292			524	S/L HY	7	0
268	COMPUTER	1/01/07		400			400	S/L HY	5	0
373	Mini-split Sytem-Old Hickory	10/24/22		3,450			22	S/L MQ	20	173
Total Furniture and Fixtures				75,565		0	72,086			456
Lake, River & Other Intakes										
6	Lake, River & Other Intak	12/31/08		88,226			88,226	S/L HY	20	0
Total Lake, River & Other Intakes				88,226		0	88,226			0
Land & Land Rights										

Client 122222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
3	Land & Land Rights	12/31/08		28,329			15,576	S/L HY	20	1,416
108	Land & Rights	1/01/78		15,898						0
109	Land & Rights-Treatment P	1/01/78		1,011						0
110	Land -General Plant	1/01/78		4,507						0
269	LAND & LAND RIGHTS	1/01/14		440						0
Total Land & Land Rights				50,185		0	15,576			1,416
METERS & INSTALLATINS										
14	Meters & Meter Installati	12/31/08		494,867			470,162	S/L HY	40	12,372
23	AMI Meters	12/31/09		54,905			32,940	S/L HY	20	2,745
24	AMI Meters	12/31/10		157,414			94,452	S/L HY	20	7,871
27	Meters & Meter Installiat	12/31/09		6,416			2,080	S/L HY	40	160
39	AMI Meters	3/15/12		119,556			62,769	S/L HY	20	5,978
40	AMI Meters	3/15/12		359,894			188,947	S/L HY	20	17,995
41	AMI Meters	4/30/12		3,159			1,659	S/L HY	20	158
42	AMI Meters	6/07/12		16,455			8,641	S/L HY	20	823
44	AMI Meters	7/03/12		5,424			2,846	S/L HY	20	271
45	Meters & Meter Installi	7/23/12		1,700			451	S/L HY	40	43
46	AMI Meters	8/27/12		8,084			4,242	S/L HY	20	404
47	AMI Meters	10/01/12		3,830			2,016	S/L HY	20	192
49	AMI Meters	10/22/12		170,000			89,250	S/L HY	20	8,500
81	Meters & Installations	1/01/67		223,200			134,017	S/L HY	40	0
82	Meters & Instal Change Co	1/01/99		26,732			15,723	S/L HY	40	668
83	Meters & Installations	1/01/98		16,597			10,356	S/L HY	40	415
84	Meters & Installations	1/01/00		15,813			8,692	S/L HY	40	395
85	Meters & Installations	1/01/01		10,205			5,611	S/L HY	40	255
86	Meters & Installations	12/31/00		2,601			1,365	S/L HY	40	65
87	Meters & Installations	1/01/02		8,234			4,325	S/L HY	40	206
88	Meters & Installations	1/01/03		9,246			4,621	S/L HY	40	231
89	Meters & Installations	1/01/04		8,548			4,065	S/L HY	40	214
90	Meters & Installations	1/01/05		16,221			7,307	S/L HY	40	406
91	Meters & Installations	1/01/06		4,376			1,854	S/L HY	40	109
92	Meters & Installations	1/01/07		10,384			4,160	S/L HY	40	260
93	Meters & Installations	1/01/08		13,314			5,032	S/L HY	40	333
94	Meters	5/31/09		1,534			518	S/L HY	40	38
95	AMI Meters	3/10/11		9,298			5,309	S/L HY	20	465
96	AMI Meters	4/13/11		2,431			1,388	S/L HY	20	122
97	AMI Meters	5/31/11		7,642			4,313	S/L HY	20	382

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
98	AMI Meters	6/30/11		2,032			1,147	S/L HY	20	102
99	AMI Meters	8/31/11		2,727			1,519	S/L HY	20	136
100	Meters & Meter Install	7/31/12		1,932			504	S/L HY	40	48
101	Meters & Meter Install	11/30/12		2,436			640	S/L HY	40	61
102	Meters & Meter Install	12/31/12		1,935			504	S/L HY	40	48
103	Meters & Meter Install	1/01/67		69,279			51,738	S/L HY	40	0
223	1&1/2" MT & 2" Mt w/Trans	1/31/13		1,839			437	S/L HY	40	46
224	Meter	1/31/13		81			19	S/L HY	40	2
225	2000 Mtrs,2000trans, 1-4"	2/20/13		448,586			106,542	S/L HY	40	11,215
226	400 Mtr Lids	2/28/13		4,113			978	S/L HY	40	103
227	5/8 Meter	2/28/13		204			48	S/L HY	40	5
228	4 Mtrs & Transmitters	3/31/13		816			190	S/L HY	40	20
229	600 Mt Lids Split FF	3/31/13		1,652			390	S/L HY	40	41
230	600 Mt Lids Split SG	3/31/13		1,652			390	S/L HY	40	41
231	600 Mt Lids Split HW	3/31/13		1,652			390	S/L HY	40	41
232	CW	3/31/13		1,652			390	S/L HY	40	41
233	Meter Lids (235)	4/22/13		6,397			1,520	S/L HY	40	160
234	Meter Lids 100	4/22/13		2,987			712	S/L HY	40	75
235	2" Mt for His House	4/30/13		764			181	S/L HY	40	19
236	1" Mts,Trtrs25 Lids1000	5/31/13		20,392			4,845	S/L HY	40	510
237	Meter Lids (50)	5/31/13		2,995			712	S/L HY	40	75
238	25 1" Meters	7/22/13		1,056			247	S/L HY	40	26
239	25 1" Meters	7/22/13		1,056			247	S/L HY	40	26
240	25 1" Meters	7/22/13		1,056			247	S/L HY	40	26
241	25 1" Meters	7/22/13		1,056			247	S/L HY	40	26
242	50 Meter Lids	8/31/13		2,716			646	S/L HY	40	68
243	5 2" Meters & Tranm	11/25/13		4,855			1,150	S/L HY	40	121
244	39 Meter Lids	11/25/13		458			105	S/L HY	40	11
245	961 Meter Lids	12/04/13		11,290			2,679	S/L HY	40	282
254	Meters & Lids-Ami	4/21/14		22,676			9,639	S/L HY	20	1,134
255	100 transmitters-Ami	4/21/14		12,900			5,483	S/L HY	20	645
270	METER & METER INSTAL	1/01/01		28,933			28,933	S/L HY	10	0
299	Meters & meter Instal	12/31/17		26,728			6,847	S/L MQ	20	1,336
316	Meters & meter Instal	12/31/18		22,431			9,252	S/L MQ	10	2,243
329	METERS AND INSTALLATION	12/31/19		9,510			833	S/L HY	40	238
338	METERS AND INSTALLATION	12/31/20		131,944			28,037	S/L MQ	10	13,194
357	Meters	12/31/21		31,048			873	S/L MQ	40	776
364	4-6" EVO Amco Meters	1/31/22		30,370			1,329	S/L MQ	20	1,519
365	Meters	4/30/22		508			16	S/L MQ	20	25

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
366	Meters	5/31/22		1,524			48	S/L MQ	20	76
367	Meters	6/30/22		1,443			45	S/L MQ	20	72
368	Meters	10/31/22		1,516			9	S/L MQ	20	76
369	Meters	11/30/22		2,660			17	S/L MQ	20	133
370	Meters	12/31/22		767			5	S/L MQ	20	38
384	Meters	12/31/23		78,951				S/L MQ	20	493
Total METERS & INSTALLATINS				2,791,655		0	1,449,841			97,449
Miscellaneous										
21	Miscellaneous Equipment	12/31/09		145			110	S/L HY	15	10
250	TreeLand Dr Proj	10/22/14		6,311			825	S/L HY	65	97
Total Miscellaneous				6,456		0	935			107
Organization										
1	Organization	12/31/08		66,736			49,940	S/L HY	45	1,483
271	ORGANIZATION	1/01/92		18,944			11,263	S/L MM	50	366
Total Organization				85,680		0	61,203			1,849
OTHER PLANT & MISCELLANEOUS EQ										
16	Other Plant & Misc. Equip	12/31/08		17,090			8,370	S/L HY	30	570
104	Radio Eq	12/31/00		15,386			11,027	S/L HY	30	513
105	Radio Eq	8/07/07		4,724			2,907	S/L HY	30	157
106	Light Sign	4/13/11		2,721			1,103	S/L HY	30	91
107	Locator	7/31/11		3,203			1,244	S/L HY	30	107
297	MICROLOGIX 1100 PROCESSOR	7/21/16		709			153	S/L MQ	30	24
298	SKADA SYSTEM	11/21/16		2,808			576	S/L MQ	30	94
317	Poles and other equip	8/27/18		2,980			1,304	S/L MQ	10	298
330	OTHER PLANT EQUIP	4/30/19		5,627			658	S/L HY	30	188
331	SURGE PROT PANEL	7/22/19		1,025			119	S/L HY	30	34
332	SURGE PROT JONES SANDERS	7/22/19		1,210			140	S/L HY	30	40
333	SURGE PROT/SERV LOWES TOW	7/22/19		2,150			252	S/L HY	30	72
334	SURGE PROT TOWER	7/22/19		1,130			133	S/L HY	30	38
335	AMI ANTENNA	9/30/19		3,673			427	S/L HY	30	122
339	PRESSURE REDUCING VALVE	11/30/20		3,548			754	S/L MQ	10	355
358	Antenna-AMI Commu	6/30/21		1,504			81	S/L MQ	30	50
371	Radios	3/04/22		8,305			242	S/L MQ	30	277
Total OTHER PLANT & MISCELLA				77,793		0	29,490			3,030

Client 122222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
Other Tangible Equipment										
22	Other Tangible Equipment	12/31/08		4,000			1,463	S/L HY	30	133
Total Other Tangible Equipment				4,000		0	1,463			133
Power Generation Equipment										
8	Power Generation Equip	12/31/08		17,141			17,141	S/L HY	20	0
Total Power Generation Equipment				17,141		0	17,141			0
Power Operated Equipment										
20	Power Operated Equipment	12/31/09		7,172			5,258	S/L HY	15	478
38	Power Operated Equip	3/12/12		19,965			13,985	S/L HY	15	1,332
48	Power Operated Equip	10/01/12		2,665			1,869	S/L HY	15	178
308	Baldor Motor	1/31/17		1,407			470	S/L HY	15	94
Total Power Operated Equipment				31,209		0	21,582			2,082
PUMPING EQ										
9	Pumping Equipment	12/31/08		130,623			168,789	S/L HY	20	0
32	Pumping Equipment	12/31/10		40,047			24,024	S/L HY	20	2,002
33	Pumping Equipment	12/31/11		2,410			1,331	S/L HY	20	121
43	Pumping Equip	6/25/12		375			199	S/L HY	20	19
111	Pumping Eq	11/09/89		6,673			6,673	S/L HY	20	0
112	New Pump	1/31/90		2,000			2,000	S/L HY	20	0
113	New Pump Parts	12/31/90		142			142	S/L HY	20	0
114	Pump	2/28/93		425			425	S/L HY	20	0
115	Pump F/Chlorination Syste	4/30/93		1,888			1,888	S/L HY	20	0
116	Pump Parts	2/01/94		120			120	S/L HY	20	0
117	Chemical Pump	4/01/96		764			764	S/L HY	20	0
118	Pumping Eq	5/01/97		604			604	S/L HY	20	0
119	Pumping Eq	3/04/98		1,747			1,747	S/L HY	20	0
120	Pump Repair	5/07/02		3,242			3,214	S/L HY	20	0
121	Pump Repair -Well #3	8/06/02		14,968			14,968	S/L HY	20	0
215	7.5 HP Motor	5/22/13		1,083			513	S/L HY	20	54
216	40 hp Hitachi Motor	7/22/13		4,749			2,252	S/L HY	20	237
217	4 Stage American March Pu	7/22/13		3,984			1,891	S/L HY	20	199
218	Wire & Piping	7/22/13		1,918			912	S/L HY	20	96
251	Grinder Pump	3/06/14		1,800			765	S/L HY	20	90

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
252	Techtop Motor Pump	7/28/14		872			374	S/L HY	20	44
253	Motor & Pump	7/28/14		8,733			3,714	S/L HY	20	437
257	Well Pump 30HP	2/04/15		475			180	S/L HY	20	24
258	2000 Core Grinder Pump	3/31/15		1,819			682	S/L HY	20	91
259	Grinder Pump	8/06/15		1,844			690	S/L HY	20	92
260	Grinder Pump	10/26/15		1,844			690	S/L HY	20	92
261	TechTop Motor	11/06/15		516			195	S/L HY	20	26
262	30Hp Motor & Shaft	11/23/15		725			270	S/L HY	20	36
272	PUMP 10HP CENTRI	2/17/14		2,621			740	S/L HY	30	87
273	2 STENNER 85 PUMPS	3/03/15		824			824	S/L HY	7	0
274	3" CHECK VALVE	7/31/15		771			771	S/L HY	7	0
281	HOMA HANDLING PUMP (2)	1/25/16		6,774			2,330	S/L MQ	20	339
282	E/ONE 2000 GRINDER PUMP 2	4/25/16		3,596			1,192	S/L MQ	20	180
283	3" SOLIDS SUBMER. PUMP	5/23/16		5,350			1,775	S/L MQ	20	268
284	30 HP MOTOR	7/31/16		3,200			1,020	S/L MQ	20	160
285	ROTATING ASSEMBLY	11/04/16		2,446			747	S/L MQ	20	122
286	AIR VALVE	11/04/16		596			184	S/L MQ	20	30
287	PULSAFEEDER PUMP	12/20/16		1,120			343	S/L MQ	20	56
307	Pumps	12/31/17		4,317			1,107	S/L MQ	20	216
311	Pumps	12/31/18		14,581			6,014	S/L MQ	10	1,458
322	PUMPS	3/31/19		2,666			466	S/L HY	20	133
324	PUMPS	10/31/19		1,315			231	S/L HY	20	66
340	STENNER 85 PUMP	4/07/20		779			102	S/L MQ	20	39
341	TECHTOP MOTOR	6/30/20		1,315			173	S/L MQ	20	66
342	TSBENO PUMP	8/31/20		1,235			147	S/L MQ	20	62
343	PACO ES PUMO AND SEAL KIT	10/12/20		7,218			767	S/L MQ	20	361
344	LEVEL SENSOR	12/21/20		630			68	S/L MQ	20	32
345	MICROLOGIX PROCESSOR	12/21/20		1,345			142	S/L MQ	20	67
346	550 GPM Stainless Steel Pump	1/25/21		3,890			365	S/L MQ	20	195
347	High Speed Motor Pump	3/22/21		1,908			178	S/L MQ	20	95
348	Adjustable Pump	4/30/21		2,864			233	S/L MQ	20	143
349	564 Hwy Pump Motor	7/31/21		1,441			99	S/L MQ	20	72
350	One Pump	10/31/21		1,933			109	S/L MQ	20	97
351	Pressure Transducer Pump	11/12/21		3,971			224	S/L MQ	20	199
360	Pump 30HP Vertical	2/08/22		4,860			213	S/L MQ	20	243
361	Pump-core 2000	7/31/22		2,142			40	S/L MQ	20	107
362	Pump	12/31/22		4,494			28	S/L MQ	20	225
378	Two Check Valves	11/30/23		5,680				S/L MQ	20	36
379	Stenner Pump	11/30/23		824				S/L MQ	20	5
Total PUMPING EQ				333,096			0	260,648		8,819



Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
Services										
13	Services	12/31/08		214,456			214,456	S/L HY	40	0
122	Service Lines	9/01/67		92,336			92,336	S/L HY	40	0
123	Replace Lines	1/03/00		143			129	S/L HY	40	4
124	Replace Lines	8/01/00		760			643	S/L HY	40	19
125	Replace Lines	9/01/00		438			369	S/L HY	40	11
126	Replace Lines	10/01/00		760			637	S/L HY	40	19
127	Replace Lines	4/02/01		3,188			2,592	S/L HY	40	80
128	Replace Lines	11/08/02		585			452	S/L HY	40	15
275	SERVICES	1/01/01		7,035			7,035	S/L HY	10	0
	Total Services			319,701		0	318,649			148
STRUCTURES & IMPROVEMENTS										
4	Structures & Improvements	12/31/08		1,459,700			742,914	S/L HY	40	36,493
25	Structures & Improvements	12/31/09		4,682			1,521	S/L HY	40	117
26	Structures & Improvements	12/31/11		659			176	S/L HY	40	16
129	Office Bldg	3/01/67		19,211			19,211	S/L HY	40	0
130	Final Engineering	3/01/67		55			55	S/L HY	40	0
131	Remodeling	1/01/77		11,531			11,386	S/L HY	40	0
132	Water Treatment Plant	11/01/94		65,620			65,620	S/L HY	40	0
133	Water Treatment Plant -Ad	1/01/95		9,712			9,640	S/L HY	40	72
134	New Roof- Office Bldg	3/06/97		989			989	S/L HY	40	0
135	Engineering	1/10/97		6,969			6,969	S/L HY	40	0
136	Garage Door	1/10/97		873			462	S/L HY	40	22
276	STRUCTURE & IMPROVEMENTS	1/01/90		5,440			5,444	S/L HY	25	0
277	RECEPTICALS FOR HEATER	2/23/15		1,018			765	S/L HY	10	102
280	80000 BTU FURNACE	1/25/16		1,600			1,100	S/L MQ	10	160
300	100 Amp Service	6/26/17		1,525			214	S/L MQ	40	38
301	Fence-Fancy Farm	9/25/17		8,800			1,182	S/L MQ	40	220
309	Overhead Door	1/03/18		1,450			707	S/L MQ	10	145
310	Bore	11/30/18		3,720			1,535	S/L MQ	10	372
318	Poles for AMI	12/31/18		12,428			5,127	S/L MQ	10	1,243
359	Fence-Hardeman Tank	12/08/22		20,200			63	S/L MQ	40	505
377	Two Garage Doors-FF	5/26/23		3,246				S/L MQ	40	51
	Total STRUCTURES & IMPROVEM			1,639,428		0	875,080			39,556

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
Tools, Shop & Garage Equipment										
19	Tools,Shop & Garage Equip	12/31/08		2,158			2,158	S/L HY	15	0
	Total Tools, Shop & Garage Equip			2,158		0	2,158			0
Tranportation Equipment Stores Equipm										
18	Transportation Equip &Sto	12/31/08		10,750			6,998	S/L HY	20	538
	Total Tranportation Equipment Stor			10,750		0	6,998			538
TRNASMISSION & DISTRIBUTION MAI										
12	Transmission & Distributi	12/31/08		3,934,173			2,710,648	S/L HY	65	60,508
28	Transmission & Distributi	12/31/09		355,593			71,097	S/L HY	65	5,469
29	Transmission & Distributi	12/31/10		308,681			56,976	S/L HY	65	4,748
30	Transmission & Distributi	12/31/11		652,708			110,429	S/L HY	65	10,039
35	Transmission & Distributi	2/27/12		8,749			1,417	S/L HY	65	135
36	Transmission & Distributi	2/27/12		1,705			273	S/L HY	65	26
37	Transmission & Distributi	2/27/12		65,700			10,605	S/L HY	65	1,010
50	Transmission & Distributi	12/19/12		30,610			4,945	S/L HY	65	471
137	Transportation & Distribu	1/01/67		635,992			635,992	S/L HY	65	0
138	Trans&Distrib Main Add	1/01/68		203,437			174,189	S/L HY	65	3,129
139	Lowes Construction	1/01/84		383,365			279,507	S/L HY	65	5,896
140	Graves Co High School	1/01/85		16,956			11,907	S/L HY	65	261
141	Addtl Trans&Distrib	1/01/90		2,243			1,317	S/L HY	65	34
142	8" Main Relocation Hwy408	9/30/93		14,167			7,568	S/L HY	65	218
143	Whispering Oaks Subdiv	1/01/94		24,953			13,273	S/L HY	65	384
144	Whispering Oaks Subdiv	4/01/94		2,620			1,369	S/L HY	65	40
145	Whispering Oaks Subdiv	6/01/94		458			237	S/L HY	65	7
146	Damages	10/01/95		-723			-210	S/L HY	65	0
147	8" Main GC Middle School	3/29/96		5,080			2,460	S/L HY	65	78
148	8" Main Keystone Park	4/11/96		18,990			9,179	S/L HY	65	292
149	Eng for Keystone Park	5/11/96		2,100			1,008	S/L HY	65	32
150	8" Main Crouch Business	5/01/96		6,100			2,945	S/L HY	65	94
151	Eng Services Crouch Busin	5/11/96		1,500			722	S/L HY	65	23
152	Eng Services for Whisper	5/01/96		113			56	S/L HY	65	2
153	Main Ext GC Industrial Pa	7/30/96		107,398			51,286	S/L HY	65	1,652
154	Main Ext GC Industrial Pa	9/12/96		16,298			7,746	S/L HY	65	251
155	Main Ext GC Industrial Pa	2/12/97		6,459			3,015	S/L HY	65	99
156	Damages Main Ext	7/01/97		-1,476			-325	S/L HY	65	0

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
157	Eng Services Hwy 121 Truc	11/01/98		5,500			2,379	S/L HY	65	85
158	Relocation Main Hwy 121	11/01/98		25,064			10,834	S/L HY	65	385
159	Eng Services TVA	12/24/98		1,599			691	S/L HY	65	25
160	Ky DOT Project Eng & Cons	12/31/98		31,426			13,485	S/L HY	65	483
161	Relocation of Hickory Fol	3/12/99		4,081			1,739	S/L HY	65	63
162	Lost Trail Subdivision	4/12/99		18,100			7,658	S/L HY	65	278
163	N.Sholatr Subdivision	12/01/99		1,833			752	S/L HY	65	28
164	Replace Main	6/05/00		730			292	S/L HY	65	11
165	Replace Main	8/01/00		548			213	S/L HY	65	8
166	Ky DOT Truck Route Hwy 12	3/30/01		82,548			31,718	S/L HY	65	1,270
167	Ky DOT Hwy 121	4/25/02		5,044			1,792	S/L HY	65	78
168	Sholar Subdivision	3/07/07		35,150			9,466	S/L HY	65	541
169	Dale Harris Subdivision	4/11/07		29,245			7,874	S/L HY	65	450
170	Ky DOT Jimtown Rd	11/20/07		327,650			88,194	S/L HY	65	5,039
171	Other Projects	8/24/07		12,766			3,431	S/L HY	65	196
172	4" Water Main	9/01/08		4,839			1,493	S/L HY	65	74
173	2" Meter	9/01/08		480			144	S/L HY	65	7
174	Water Pressure Pipe	9/01/08		1,632			503	S/L HY	65	25
175	Replace Mains	12/31/10		305,125			57,976	S/L HY	65	4,693
176	Interconnect	1/31/11		18,061			3,389	S/L HY	65	278
177	Interconnect	10/17/11		13,764			2,378	S/L HY	65	212
178	T&D Mains Hwy 45	4/24/12		17,790			2,877	S/L HY	65	274
179	T&D Mains Hwy 45	6/22/12		8,260			1,334	S/L HY	65	127
180	T&D Mains Hwy 45	8/16/12		95,683			15,456	S/L HY	65	1,472
181	T&D Mains Hwy 45	8/16/12		7,015			1,134	S/L HY	65	108
182	T&D Mains Hwy 45	8/27/12		2,000			325	S/L HY	65	31
183	T&D Mains Hwy 45	10/15/12		6,887			1,113	S/L HY	65	106
184	T&D Mains Hwy 45	10/15/12		70,960			11,456	S/L HY	65	1,091
219	Hwy 45 Hickory	1/08/13		59,257			8,655	S/L HY	65	911
220	Hwy 45	1/24/13		3,750			551	S/L HY	65	58
221	Hwy 45 Project	9/23/13		3,332			485	S/L HY	65	51
222	Hwy 45 Project	9/23/13		5,830			855	S/L HY	65	90
248	Hwy 945 -Project	6/06/14		44,617			5,831	S/L HY	65	686
249	Makenzie Cir	10/02/14		15,474			2,023	S/L HY	65	238
263	5 Services-Meadows	3/24/15		4,458			517	S/L HY	65	69
264	Relocate Fancy Farm	7/27/15		10,590			1,222	S/L HY	65	163
278	TRANSMISSION & DIST MAINS	1/01/82		65,148			65,148	S/L MM	39	0
289	1-1/2" PRESSURE REGULATOR	1/31/16		1,187			124	S/L MQ	65	18
290	REPLACE ST. JEROME MAIN	8/22/16		16,785			1,645	S/L MQ	65	258

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
291	PIPING	2/29/16		3,970			419	S/L MQ	65	61
292	CRACKER BARRELL PROJECT	4/06/16		892			93	S/L MQ	65	14
293	MAIN EXT PROJECT	6/27/16		6,380			649	S/L MQ	65	98
294	PHASE III MEADOWS	10/26/16		892			86	S/L MQ	65	14
295	HWY 1213 REPLACEMENT	11/04/16		68,160			6,419	S/L MQ	65	1,048
296	HWY 1213 REPLACEMENT	12/27/16		69,860			6,578	S/L MQ	65	1,074
302	Harris Sub Div	2/09/17		7,064			640	S/L MQ	65	109
303	1213 Project	6/26/17		41,476			3,589	S/L MQ	65	638
304	Makenzie II	12/31/17		18,707			1,476	S/L MQ	65	288
305	Meadows Phase III	8/21/17		2,921			242	S/L MQ	65	45
306	Other projects	12/31/17		3,357			266	S/L MQ	65	52
312	Story Pl	1/31/18		5,262			2,564	S/L MQ	10	526
313	Meadows Phase III	3/26/18		1,783			868	S/L MQ	10	178
314	Sawyer	3/31/18		12,439			6,064	S/L MQ	10	1,244
315	Other projects	7/23/18		5,651			2,472	S/L MQ	10	565
326	CUBA ROAD LINE RELOCATION	8/20/19		86,972			4,683	S/L HY	65	1,338
327	200 FT PVC	8/31/19		1,162			63	S/L HY	65	18
328	LEVER AND SPRING CHECKVAL	11/25/19		1,689			91	S/L HY	65	26
336	Cuba Line Relocation	12/27/19		15,367			826	S/L HY	65	236
337	Cuba Line Relocation	5/23/19		1,680			91	S/L HY	65	26
353	Phase I & II	9/27/21		11,633			246	S/L MQ	65	179
354	Pressure Reducing Valve	10/31/21		3,390			59	S/L MQ	65	52
355	Piping (Creek Crossing)	12/31/21		12,426			215	S/L MQ	65	191
356	Meadows	11/22/21		3,606			62	S/L MQ	65	55
363	6" butterfly valve	9/30/22		950			5	S/L MQ	65	15
376	Meadows sub division	12/19/22		4,160			8	S/L MQ	65	64
382	Transducer	10/09/23		4,414				S/L MQ	25	22
383	13 Encoders and COuplins	11/30/23		45,691				S/L MQ	25	228
Total TRNASMISSION & DISTRIB				8,610,111		0	4,575,557			123,282
WATER TREATMENT EQ										
10	Water Treatment Equip	12/31/08		460,686			460,686	S/L HY	30	0
31	Water Treatment Equip	12/31/09		16,425			7,111	S/L HY	30	547
185	Water Treatment Eq	3/01/67		6,071			6,070	S/L HY	30	0
186	Water Treatment Eq	9/11/81		1,800			1,800	S/L HY	30	0
187	#60 Well Pump	8/01/88		3,952			3,952	S/L HY	30	0
188	Chloronation System	6/01/93		5,098			5,098	S/L HY	30	0
189	Line Feeder & Motor	12/01/93		5,392			5,392	S/L HY	30	0

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
190	Damages	12/30/93		-200			-150	S/L HY	30	0
191	Scales,Pump,Solenoid,Stra	8/01/94		3,942			3,942	S/L HY	30	0
192	Electrical Materials	9/01/94		11,554			11,554	S/L HY	30	0
193	Air Pallet Truck	10/01/94		603			603	S/L HY	30	0
194	2 Line Feeders	2/21/95		550			550	S/L HY	30	0
195	Pump Parts	3/14/95		1,611			1,611	S/L HY	30	0
196	Timer	9/11/95		204			204	S/L HY	30	0
197	Equipment	1/01/96		78			78	S/L HY	30	0
198	Aquaking Colorimeter	1/03/00		759			730	S/L HY	30	25
199	Equipment	12/31/02		527			434	S/L HY	30	18
200	Equipment	5/02/03		412			340	S/L HY	30	14
201	Equipment	12/31/00		1,553			1,117	S/L HY	30	52
288	30 HP MOTOR	5/23/16		3,099			683	S/L MQ	30	103
352	60 HP Vertical Motor	6/21/21		4,938			268	S/L MQ	30	165
Total WATER TREATMENT EQ				529,054		0	512,073			924
WELLS & SPRINGS										
7	Wells & Springs	12/31/08		314,737			314,737	S/L HY	30	0
202	Wells & Spring	3/01/67		39,642			39,642	S/L HY	30	0
203	New Pump	3/01/85		6,984			6,984	S/L HY	30	0
204	Well #3	1/01/87		79,472			79,472	S/L HY	30	0
205	Repair West Well	10/01/94		12,211			12,211	S/L HY	30	0
206	repair #3	12/30/97		10,000			10,000	S/L HY	30	0
207	Repair #3	1/09/98		3,445			3,445	S/L HY	30	0
208	Cleaning of Well #3	12/30/97		2,886			2,886	S/L HY	30	0
209	Repair/Maintenance Well #	7/07/99		3,310			3,281	S/L HY	30	29
210	Pump/West Well Repair	2/21/00		17,936			17,191	S/L HY	30	598
211	Replace Motor in Well	6/02/02		1,410			1,183	S/L HY	30	47
212	Pump 60hp	6/30/09		7,359			6,375	S/L HY	30	245
213	30 hp Motor Wells	11/30/11		17,855			6,619	S/L HY	30	595
214	Repair Hickory East Well	2/25/13		14,522			4,598	S/L HY	30	484
279	WELLS & SPRINGS	1/01/90		16,956			16,956	S/L HY	20	0
321	40HP FRANK MTR/GPM PUMP	3/07/19		8,439			1,477	S/L HY	20	422
Total WELLS & SPRINGS				557,164		0	527,057			2,420
Total Depreciation				18,523,857		0	10,851,340			341,954

Client 1222222

graves county water district

11/21/24

12:42PM

No.	Description	Date Acquired	Date Sold	Cost/ Basis	Bus. Pct.	Cur 179/ SDA	Prior 179/ SDA/ Depr.	Method	Life	Current Depr.
	Grand Total Depreciation			<u>18,523,857</u>		<u>0</u>	<u>10,851,340</u>			<u>341,954</u>

# Attachment #8

KENTUCKY INFRASTRUCTURE AUTHORITY  
ASSUMPTION AND SUPPLEMENTAL ASSISTANCE AGREEMENT  
FUND B

PROJECT NUMBER: B05-04  
GOVERNMENTAL AGENCY: GRAVES COUNTY WATER DISTRICT  
GOVERNMENTAL AGENCY'S ADDRESS: P.O. Box 329  
Mayfield, Kentucky 42066  
DATE OF ASSISTANCE AGREEMENT: July 1, 2006  
DATE OF SUPPLEMENTAL ASSISTANCE AGREEMENT: May 1, 2009

Max \$ 29,838.92 R+M

2009' \$ 10,850.98 = R+M



## ASSUMPTION AND SUPPLEMENTAL ASSISTANCE AGREEMENT

This Assumption and Supplemental Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Supplemental 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 governmental agency identified on the cover of this Supplemental Agreement (the "Governmental Agency"):

### WITNESSETH:

WHEREAS, the Fancy Farm Water District (the "Prior Governmental Agency") heretofore entered into that certain assistance agreement dated as of July 1, 2006, as heretofore amended and supplemented (the "Original Assistance Agreement") with the Authority, pursuant to which the Authority loaned certain funds (the "Loan") to the Prior Governmental Agency to finance improvements (the "Project") to the Prior Governmental Agency's utility system (the "Prior Governmental Agency System"); and

WHEREAS, the current outstanding principal amount of the Loan is \$525,270.85; and

WHEREAS, pursuant to an agreement heretofore entered (the "Acquisition Agreement") between the Prior Governmental Agency and the Governmental Agency, the Governmental Agency agreed to acquire and assume all assets and liabilities of the Prior Governmental Agency's System, including the Loan; and

WHEREAS, in connection with the Agreement, the Governmental Agency and the Authority desire to provide for a formal assumption by the Governmental Agency of all the rights and obligations of the Prior Governmental Agency with respect to the Original Assistance Agreement, including, without limitation, the payment obligations set forth in the Original Assistance Agreement; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN AND IN THE ORIGINAL ASSISTANCE AGREEMENT, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES HERETO COVENANT, AGREE AND BIND THEMSELVES AS FOLLOWS:

### ARTICLE I

#### ASSUMPTION OF ORIGINAL ASSISTANCE AGREEMENT

Section 1.1. In consideration of the conveyance of the properties described in the Acquisition Agreement herein described between the Governmental Agency and the Prior Governmental Agency and the benefits accruing to the Governmental Agency from the Project financed by the Loan, the Governmental Agency does hereby agree to assume the obligations of the Prior Governmental Agency to make pay the payments under the Original Assistance Agreement and to keep and perform all the promises, covenants and conditions set forth and contained in the Original Assistance Agreement securing the payments under the Original

Assistance Agreement, as debtor, and to fulfill any other covenant and condition contained in the Original Assistance Agreement in the manner and form as therein set forth.

## ARTICLE II

### EFFECT OF SUPPLEMENTAL AGREEMENT

Section 2.1. From and after the time of taking effect of this Supplemental Agreement, the Original Assistance Agreement shall be, and be deemed to be, modified and amended in accordance herewith, and the respective rights, duties and obligations under the Original Assistance Agreement of the Authority and the Governmental Agency thereunder shall be determined, exercised and enforced thereunder subject in all respects to the provisions of this Supplemental Agreement, and all provisions hereof shall be deemed to be part of the terms and conditions of the Original Assistance Agreement for any and all purposes.

## ARTICLE III

### EFFECTIVE DATE; MISCELLANEOUS PROVISIONS

Section 3.1. Time of taking effect. This Supplemental Agreement shall be effective as of the day and year written on the cover page hereof.

Section 3.2. Invalidity of any provision. In case any one or more of the provisions contained herein shall be adjudicated by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.


Section 3.3. Execution in counterparts. This Supplemental Agreement may be simultaneously executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Agreement to be executed by their respective duly authorized officers as of the day and year stated on the cover page hereof.

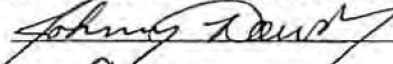
KENTUCKY INFRASTRUCTURE AUTHORITY

By:   
Title: EXECUTIVE DIRECTOR

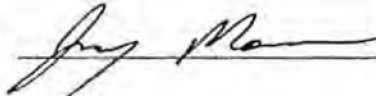
Attest:

  
Title: Secretary

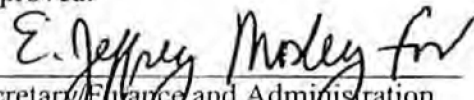
GRAVES COUNTY WATER DISTRICT

By:   
Title: Chairman

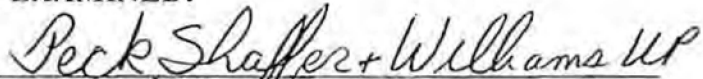
Attest:

\_\_\_\_\_  
Title:  Secretary

Approved:

  
Secretary Finance and Administration  
Cabinet of the Commonwealth of  
Kentucky

EXAMINED:

  
Legal Counsel to the  
Kentucky Infrastructure Authority

41019.1

APPROVED AS TO  
FORM & LEGALITY

  
APPROVED  
FINANCE & ADMINISTRATION CABINET

## RESOLUTION

### RESOLUTION OF THE GRAVES COUNTY WATER DISTRICT APPROVING AND AUTHORIZING TWO ASSUMPTION AND SUPPLEMENTAL ASSISTANCE AGREEMENTS BETWEEN THE GRAVES COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

WHEREAS, the Graves County Water District (the "Governmental Agency") acquired the utility system of the Fancy Farm Water District (the "District") pursuant to the order of the Kentucky Public Service Commission dated May 21, 2008 in Case Number 2007-00496; and

WHEREAS, prior to the acquisition of District's utility system by the Governmental Agency, the District had determined that it was in the public interest to acquire and construct certain infrastructure improvements for the benefit of the residents of District (collectively, the "Project") and

WHEREAS, the District had made an application to the Kentucky Infrastructure Authority (the "Authority") for the purpose of providing monies to permanently finance the costs of the Project; and

WHEREAS, in order to obtain such monies, the Authority sold its revenue or revenue refunding bonds (the "Bonds") and used a portion of the proceeds thereof to permanently finance loans (collectively, the "Loans") to the District evidenced by the Assistance Agreements dated as of July 1, 2006 between the District and the Authority; and

WHEREAS, in conjunction with the acquisition of the District's utility system by the Governmental Agency, the Governmental Agency assumed the obligations of the District payable from the revenues of such utility system, including the obligations under the Loans; and

WHEREAS, in connection with the assumption of the Loans it is necessary and desirable that the Governmental Agency enter into Assumption and Supplemental Assistance Agreements with the Authority to formally assume the Loans; and

NOW, THEREFORE, BE IT RESOLVED BY THE GRAVES COUNTY WATER DISTRICT AS FOLLOWS:

SECTION 1. That the Board of Commissioners of the Governmental Agency hereby approves and authorizes the Assumption and Supplemental Assistance Agreements between the Governmental Agency and the Authority, substantially in the forms on file with the Governmental Agency, for the purpose of assuming the Loans.


SECTION 2. That the Chairman and Secretary of the Governmental Agency be and hereby are authorized, directed and empowered to execute the Assumption and Supplemental Assistance Agreements and any other necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such assumption.

SECTION 3. That this resolution shall take effect upon adoption as provided by law.

ADOPTED on May 19, 2009.

By:   
Chairman

Attest:

  
Title: Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Graves County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the Board of Commissioners of said District at a meeting duly held on May 19, 2009; that said official action appears as a matter of public record in the official records or journal of the Board; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; 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 19 day of May, 2009.

  
Secretary

44294\_1

KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND B

PROJECT NUMBER

B05-04 + B05-05

BORROWER:

Fancy Farm Water District, Kentucky

BORROWER'S ADDRESS

Post Office Box 341  
Mayfield, Kentucky 42066

DATE OF ASSISTANCE AGREEMENT: July 1, 2006

ASSISTANCE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties of Authority ..... 6  
SECTION 2.2. Representations and Warranties of the Governmental Agency ..... 6

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

SECTION 3.1. Determination of Eligibility ..... 8  
SECTION 3.2. Principal Amount of Final Loan and Established; Loan Payments  
Disbursement of Funds ..... 8  
SECTION 3.3. Governmental Agency's Right to Repay Interim Loan..... 8  
SECTION 3.4. Subordination of Loan ..... 8

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT OF INTERIM LOAN;  
Requisition FOR FUNDS

SECTION 4.1. Covenants of Governmental Agency and Conditions of Loan ..... 10  
SECTION 4.2. Disbursements of Interim Loan Requisition for Funds..... 12

ARTICLE V

SERVICES CHARGES OF GOVERNMENTAL AGENCY;  
PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY

SECTION 5.1. Imposition of Service Charges ..... 14  
SECTION 5.2. Governmental Agency's Obligation to Repay Loan ..... 14  
SECTION 5.3. Covenant to Adjust Service Charges ..... 14  
SECTION 5.4. Adequacy of Service Charges ..... 14  
SECTION 5.5. Covenant to Establish Maintenance and Replacement Reserve ..... 14  
SECTION 5.6. Covenant to Charge Sufficient Rates; Reports: Inspection..... 15  
SECTION 5.7. Segregation of Funds ..... 15  
SECTION 5.8. Mandatory Sewer Connection..... 15  
SECTION 5.9. Termination of Water Services to Delinquent Users ..... 15



ARTICLE VI

FURTHER COVENANTS OF THE GOVERNMENTAL AGENCY

SECTION 6.1. Further Assurance .....	17
SECTION 6.2. Completion of Project .....	17
SECTION 6.3. Establishment of Completion Date .....	17
SECTION 6.4. Commitment to Operate.....	17
SECTION 6.5. Continue to Operate .....	17
SECTION 6.6. Tax Covenant .....	17
SECTION 6.7. Accounts and Reports .....	17
SECTION 6.8. Financial Statements .....	18
SECTION 6.9. General Compliance With All Duties .....	18
SECTION 6.10. Project Not to Be Disposed Of .....	18
SECTION 6.11. General .....	18

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

SECTION 7.1. Maintain Project.....	19
SECTION 7.2. Additions and Improvements .....	19
SECTION 7.3. Compliance with State and Federal Standards.....	19
SECTION 7.4. Access to Records .....	19
SECTION 7.5. Covenant to Insure - Casualty .....	19
SECTION 7.6. Authority as Named Insured .....	19
SECTION 7.7. Covenant to Insure - Liability .....	19
SECTION 7.8. Covenant Regarding Workmen's Compensation .....	20
SECTION 7.9. Application of Casualty Insurance Proceeds .....	20
SECTION 7.10. Eminent Domain .....	20

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default Defined.....	21
SECTION 8.2. Remedies on Default.....	21
SECTION 8.3. Appointment of Receiver.....	21
SECTION 8.4. No Remedy Exclusive .....	22
SECTION 8.5. Consent to Powers of Authority Under Act .....	22
SECTION 8.6. Waivers .....	22
SECTION 8.7. Agreement to Pay Attorneys' Fees and Expenses .....	22

ARTICLE I

MISCELLANEOUS PROVISIONS

SECTION 9.1. Approval not to be Unreasonably Withheld .....	23
SECTION 9.2. Approval .....	23
SECTION 9.3. Effective Date .....	23

SECTION 9.4. Binding Effect .....	23
SECTION 9.5. Severability .....	23
SECTION 9.6. Execution in Counterparts.....	23
SECTION 9.7. Applicable Law .....	23
SECTION 9.8. Venue .....	23
SECTION 9.9. Captions .....	23
SIGNATURES .....	24
EXHIBIT A - PROJECT SPECIFICS .....	A-1
EXHIBIT B - REQUISITION FORM.....	B-1
EXHIBIT C - SCHEDULE OF SERVICE CHARGES .....	C-1
EXHIBIT D - RESOLUTION .....	D-1
EXHIBIT E - LEGAL OPINION .....	E-1
EXHIBIT F - SCHEDULE OF PAYMENTS .....	F-1
EXHIBIT G - ADDITIONAL COVENANTS AND AGREEMENTS .....	G-1

## 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 the Kentucky (the "Authority") and 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 Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of September 1, 1989 (the "Indenture") between the Authority and National City Bank of Kentucky (F/K/A First Kentucky Trust Company) (the "Trustee") in order to provide funding for its 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 <sup>AND</sup>~~AN~~ 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 Project Specifics.

"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" or "Revenue 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.

"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 revenues of the Project.

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

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

"Indenture" shall mean the General Trust Indenture dated as of September 1, 1989 between the Authority and the Trustee.

"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 Project Specifics, for the purpose of defraying the costs incidental to the Construction of the Project.

"Loan Rate" means the rate of interest identified in the Schedule of Payments.

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

"Program" shall mean the program authorized by KRS 224A.112 and the Indenture as the "infrastructure 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, an infrastructure project as defined in the Act, 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.

"Schedule of Payments" means the principal and interest requirements of the Loan as set forth in Exhibit F hereto, to be established and agreed to upon or prior to the completion of the Project.

"Schedule of Service Charges" shall mean those revenues identified in Exhibit C from which the Loan is to be repaid, 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 Project which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement and for the purposes of this Assistance Agreement said Service Charge shall be no less than those set forth in the Schedule of Service Charges.

"System" shall mean the utility system of which the Project shall become a part.

[End of Article I]

## 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, which 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 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) There is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the



authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which 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, 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.

(F) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Agency approving and authorizing the execution and delivery of this Assistance Agreement. Such resolution or ordinance was 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 resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement and the Loan described herein and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS 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 Project, to charge and collect the Service Charges and to enter into this 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 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.

[End of Article II]

## 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 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 Project Specifics, subject to such adjustments as may be set forth in the Schedule of Payments. Principal payments shall be made semiannually in the amounts and on the dates to be 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 Project Specifics, commencing with the Amortization Commencement Date set forth in the Project Specifics.

The Loan shall bear interest, payable on the Interest Payment Dates set forth in the Project Specifics, at the Loan Rate identified in the Project Specifics, and after the Amortization Commencement Date, in the amounts (based on such Loan Rate) and on the dates set forth in the Schedule of Payments; provided that, should an Event of Default occur, such payments of interest 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; subject to the requirements set forth in Article IV hereof.

Payments of principal and interest on the Loan shall be made at the principal office of the Authority or the Trustee, as designated by the Authority.

Section 3.3. Governmental Agency's Right to Repay 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 revenue 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 the security interest and 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 Project outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.5(D) hereof.

[End of Article III]

**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, if requested, appropriate documentation, satisfactory to the Authority, in its sole discretion, indicating the following:

(A) That the Authority and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority, 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 to examine and inspect same.

(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 date of this Assistance Agreement, pursuant to due compliance with state 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 Authority.

(G) Duly authorized representatives of the Authority and such other agencies of the Commonwealth as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(H) The construction contract or contracts shall require the contractor to comply with all provisions of federal and state 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.

(I) 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.

(J) 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, and any other participating federal or state agency, the Engineers, and all construction contractors. 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 agency 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.

(K) 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.

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

(M) 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.

(N) 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 to the Governmental Agency and approved by state and federal agencies, but only to the extent such approvals may be required.

(O) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority noting the participation of the Authority in the financing of the Project.

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

(Q) 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 Authority, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/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, and the Governmental Agency shall submit to the Authority such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants.

(R) The Governmental Agency shall require that any bid for any portion of the Construction of the Project be accompanied by a bid bond, certified check or other negotiable instrument payable to the Governmental Agency, as assurance that the bidder will, upon acceptance of such bid, execute the necessary contractual documents within the required time.

(S) The Governmental Agency shall require that each construction contractor or contractors furnish a performance and 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.

(T) 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 facilities are 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.

(U) 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, 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.

(V) 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 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.

Section 4.2. Disbursements of Loan; Requisition for Funds. The Governmental Agency may submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) a Requisition for Funds during the first ten days 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 thereunder due, together with the Engineer's and Governmental Agency's approval thereof for payment by the Authority directly to the contractor.

Upon the Authority's receipt of the Requisition for Funds, and such additional documentation as it may require, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan.

[End of Article IV]

## 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 the Service Charges set forth in Exhibit C annexed hereto. If so required, such 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 to the Authority all sums received from the Authority as representing the Loan in respect of the Project.

Section 5.2. Governmental Agency's Obligation to Repay Loan. The obligation of the Governmental Agency to repay to the Authority the amount of 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 any Service Charges to the Authority, the amount of such default shall bear interest at the per annum rate equal to the Default Rate set forth in the Project Specifics, 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 provide to the Authority the minimum sums set forth in the Schedule of Payments, 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 state, immediately adjust and increase such Schedule of Service Charges, so as to provide funds sufficient to pay to the Authority the minimum sums set forth in the Schedule of Payments.

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 make the payments at the times and in the amounts set forth in the Schedule of Payments, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid not less frequently than the Service Charge Payment period set forth in the Project Specifics, and shall be remitted to the Authority by the Governmental Agency with a report showing collections and any delinquencies. A report of all collections and delinquencies shall be made at least semi-annually on or before each Payment Date identified in the Schedule of Payments.

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". On or before each payment date identified in the Schedule of Payments,



the Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to ten percent (10%) of the amount of such Loan payment until the amount on deposit in such fund is equal to five percent (5%) of the original principal amount of the Loan (the "Required Balance"). Amounts in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the Project or for the costs of replacing worn or obsolete portions of the Project. If amounts are withdrawn from such fund, the Governmental Agency shall again make the periodic deposits hereinabove required until the Required Balance is reinstated.

Section 5.6. Covenant to Charge Sufficient Rates; Reports; Inspection. The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That, as aforesaid, it will at all times impose, prescribed, charge and collect the Service Charges set forth in Exhibit C hereto as shall result in net revenues to the Governmental Agency at least adequate to provide for the payments to the Authority required by this Assistance Agreement.

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

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

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

Section 5.7. Segregation of Funds. The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

Section 5.8. Mandatory Sewer Connection. In the event that the Project consists of sanitary sewer facilities, the Governmental Agency hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, or other appropriate legislative order or action, mandatorily require the connection to and use of, the sanitary sewers constituting the Project by all persons owning, renting or occupying premises generating pollutants where such sanitary sewers are reasonably available to such premises, and to exhaust, at the expense of the Governmental Agency, all remedies for the collection of Service Charges, including, either directly or indirectly, pursuant to authority granted by Sections 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and decretal sale in respect of improvement benefit assessments which are delinquent.

Section 5.9. Termination of Water Services to Delinquent Users. In the event the Project consists of water facilities the Governmental Agency covenants and agrees that it shall, pursuant to applicable provisions of law, to the maximum extent authorized by law, enforce and collect

the Service Charges imposed, and will promptly cause water service to be discontinued to any premises where any billing for such facilities and services shall not be paid in a timely manner.

[End of Article V]

## 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, (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to his 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 in accordance with applicable provisions of federal and state 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 which complete and accurate entries

shall be made of all its transactions relating to the System, which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Financial Statements. Within ninety (90) 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, 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 principals 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.

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 this Assistance Agreement and any other Debt Obligations.

Section 6.10. Project Not to Be Disposed Of. The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of any of the facilities constituting the Project or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. 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.

[End of Article VI]

## ARTICLE VII

### MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain Project. 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 it 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 Project 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 Project 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 Project 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 Project 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. 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 Project 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.

[End of Article VII]

## 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 state 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 will 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, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

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

(B) Exercise all the rights and remedies of the 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.

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

[End of Article VIII]



## 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 as of the date first set forth hereinabove and shall continue to 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, nor assignable by either 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. 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 9.7. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.8. Venue. The parties hereto agree that in the event of a default by the Governmental Agency pursuant to the provisions of Article 8 of this Agreement, the Authority shall, to the extent permitted under the laws of the Commonwealth, have the right to file any necessary actions with respect thereto in Franklin Circuit Court.

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.

[End of Article IX]

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

ATTEST:

KENTUCKY INFRASTRUCTURE  
AUTHORITY

M Denise Pitt  
Title: Secretary

By: J. S. Hughes  
Title: Executive Director

ATTEST:

GOVERNMENTAL AGENCY:  
FANCY FARM WATER DISTRICT,  
KENTUCKY

By: Billy Joe Thomas  
Title: Secretary

By: Mark Uih  
Title: Chairman

APPROVED:

\_\_\_\_\_  
SECRETARY/FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

EXAMINED:

\_\_\_\_\_  
LEGAL COUNSEL TO THE KENTUCKY  
INFRASTRUCTURE AUTHORITY

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

ATTEST:

M. Denise Pitt  
Title: Secretary

KENTUCKY INFRASTRUCTURE  
AUTHORITY

By: [Signature]  
Title: By Direction

ATTEST:

By: [Signature]  
Title: Secretary

GOVERNMENTAL AGENCY:  
FANCY FARM WATER DISTRICT,  
KENTUCKY

By: \_\_\_\_\_  
Title: Chairman

APPROVED:

[Signature]  
SECRETARY/FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

EXAMINED:

[Signature]  
LEGAL COUNSEL FOR THE FINANCE  
AND ADMINISTRATION CABINET

EXAMINED:

[Signature]  
LEGAL COUNSEL FOR THE KENTUCKY  
INFRASTRUCTURE AUTHORITY

EXHIBIT A  
PROJECT SPECIFICS

**EXHIBIT A**  
**PROJECT SPECIFICS**  
**B05-04**

**GOVERNMENTAL AGENCY:**

Name: Fancy Farm Water District  
Address: Post Office Box 341  
Mayfield, Kentucky 42066

Contact Person: Mark Wilson, Chairman  
Telephone: (270) 623-6768

**ENGINEERS:**

Name: Howard K. Bell Engineering  
Address: Post Office Box 542  
Lexington, Kentucky 41240

Contact Person: Kelly Gillespie  
Telephone: (859) 278-5412

**SYSTEM:** Drinking Water and Wastewater

**PROJECT:** Fancy Farm Water District will use the Fund B loan to retire two United States Rural Development loans one each for the water system and sewer system. The water system loan financed the construction of a 300,000 gallon elevated water storage tank, installation of two well pumps, installation of approximately 8,725 liner feet of pvc line, and installation of an in-line pressurized chlorine central tank. The sewer loan funded the construction of a facility consisting of a combined gravity and pressure collection sewer system with lift stations where required in the force mains.

**PROJECT COST:**

Water Loan	596,776.35
Wastewater Loan	125,176.49
<b>Total</b>	<b>721,952.84</b>

**FUNDING SOURCES:**

Infrastructure Revolving Fund (Fund B)	721,952.84
----------------------------------------	------------

**TOTAL LOAN:**

<b>LOAN AMOUNT:</b>	<b>\$ 721,952.84</b>
<b>LOAN RATES:</b>	<b>0.48%</b>
<b>ADMINISTRATIVE FEE:</b>	<b>0.20%</b>
<b>LOAN TERM:</b>	<b>20 years</b>
<b>DEFAULT RATE:</b>	<b>10.00%</b>

**PAYMENT DATES:** The December 1 or June 1 succeeding the first draw which is at least three months, but no more than nine months, after the first draw .

**DEBT OBLIGATIONS CURRENTLY OUTSTANDING:** None

**LIABILITY INSURANCE COVERAGE:**

Death or Personal Injury (per person)	_____
Death or Personal Injury (per occurrence)	_____
Property Damage on System	_____

EXHIBIT C

SCHEDULE OF SERVICE CHARGES

See Attached Sewer and Water Rate Ordinances

EXHIBIT D

RESOLUTION

RESOLUTION OF THE FANCY FARM WATER DISTRICT, KENTUCKY APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE FANCY FARM WATER DISTRICT, KENTUCKY AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

WHEREAS, the Commissioners ("governing authority") of the Fancy Farm Water District, Kentucky, ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain water facilities and improvements to the Governmental Agency's Water Service System (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Fancy Farm Water District, Kentucky, as follows:

SECTION 1. That the governing authority hereby approves and authorizes of the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the Project.

SECTION 2. That any officer of the Governmental Agency be and hereby is 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 July 24<sup>th</sup>, 2006.

  
\_\_\_\_\_  
Mark Wilson, Chairman

Attest:

  
Title: City Clerk  


CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Fancy Farm Water District, Kentucky; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Water District at a meeting duly held on July 24, 2006; 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 61.825; 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 24 day of July, 2006.

*Billy Joe Thomas*  
Recording Officer





COMMONWEALTH OF KENTUCKY  
**OFFICE OF GRAVES COUNTY ATTORNEY**

101 E. SOUTH STREET, SUITE 6  
COURTHOUSE ANNEX  
MAYFIELD, KENTUCKY 42066

SCOTT R. ROBBINS  
ASSISTANT COUNTY  
ATTORNEY  
(270) 247-6323

JOHN R. CUNNINGHAM  
COUNTY ATTORNEY  
(270) 247-6321  
FAX: (270) 247-8212

EXHIBIT E

OPINION OF COUNSEL

July 25, 2006

Kentucky Infrastructure Authority  
1024 Capital Center Drive  
Suite 340  
Frankfort, Kentucky 40601

RE: Assistance Agreement by and between Kentucky Infrastructure Authority and the Fancy Farm Water District, Kentucky, dated as of May 1, 2006

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 Fancy Farm Water District, Kentucky, hereinafter referred to as 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 infrastructure project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the resolution or ordinance 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 political subdivision or body politic 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.

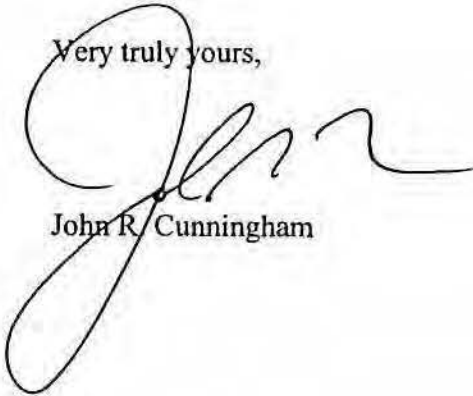
5) The execution and delivery of the Assistance Agreement and the performance by the Governmental Agency of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, 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 had or taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

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

Very truly yours,

A handwritten signature in black ink, appearing to read 'John R. Cunningham', written over the typed name below it.

John R. Cunningham

JRC/kg

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN  
THE FANCY FARM WATER DISTRICT, KENTUCKY  
("GOVERNMENTAL AGENCY") AND  
THE KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by  
Governmental Agency to  
Kentucky Infrastructure Authority \$ \_\_\_\_\_

Principal and Interest Payable  
on Each \_\_\_\_\_ and

It is understood and agreed by the parties to this Assistance Agreement that this Exhibit F is an integral part of the Assistance Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to Assistance Agreement to be executed by their respective duly authorized officers as of the date of said Assistance Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: [Signature]  
Title: Executive Director

KENTUCKY

FANCY FARM WATER DISTRICT,  
GOVERNMENTAL AGENCY

By: [Signature]  
Title: Chairman

ATTEST:

[Signature]  
Title: Billy J. Truman

Fancy Farm Water District  
Fund B Loan B05-04

Loan Amount           \$748,953  
Interest Rate           0.48%  
Term                     20  
Payment                \$19,659.38

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Total Payment	Principal Balance
							\$748,952.84
12/01/06	\$19,305.88	\$1,797.49	0.48%	\$21,103.37	\$748.95	\$21,852.32	\$729,646.96
06/01/07	\$19,352.21	\$1,751.15	0.48%	\$21,103.37	\$729.65	\$21,833.01	\$710,294.75
12/01/07	\$19,398.66	\$1,704.71	0.48%	\$21,103.37	\$710.29	\$21,813.66	\$690,896.09
06/01/08	\$19,445.22	\$1,658.15	0.48%	\$21,103.37	\$690.90	\$21,794.26	\$671,450.87
12/01/08	\$19,491.88	\$1,611.48	0.48%	\$21,103.37	\$671.45	\$21,774.82	\$651,958.99
06/01/09	\$19,538.66	\$1,564.70	0.48%	\$21,103.37	\$651.96	\$21,755.33	\$632,420.32
12/01/09	\$19,585.56	\$1,517.81	0.48%	\$21,103.37	\$632.42	\$21,735.79	\$612,834.77
06/01/10	\$19,632.56	\$1,470.80	0.48%	\$21,103.37	\$612.83	\$21,716.20	\$593,202.20
12/01/10	\$19,679.68	\$1,423.69	0.48%	\$21,103.37	\$593.20	\$21,696.57	\$573,522.52
06/01/11	\$19,726.91	\$1,376.45	0.48%	\$21,103.37	\$573.52	\$21,676.89	\$553,795.61
12/01/11	\$19,774.26	\$1,329.11	0.48%	\$21,103.37	\$553.80	\$21,657.16	\$534,021.35
06/01/12	\$19,821.71	\$1,281.65	0.48%	\$21,103.37	\$534.02	\$21,637.39	\$514,199.64
12/01/12	\$19,869.29	\$1,234.08	0.48%	\$21,103.37	\$514.20	\$21,617.57	\$494,330.35
06/01/13	\$19,916.97	\$1,186.39	0.48%	\$21,103.37	\$494.33	\$21,597.70	\$474,413.38
12/01/13	\$19,964.77	\$1,138.59	0.48%	\$21,103.37	\$474.41	\$21,577.78	\$454,448.61
06/01/14	\$20,012.69	\$1,090.68	0.48%	\$21,103.37	\$454.45	\$21,557.81	\$434,435.92
12/01/14	\$20,060.72	\$1,042.65	0.48%	\$21,103.37	\$434.44	\$21,537.80	\$414,375.20
06/01/15	\$20,108.87	\$994.50	0.48%	\$21,103.37	\$414.38	\$21,517.74	\$394,266.33
12/01/15	\$20,157.13	\$946.24	0.48%	\$21,103.37	\$394.27	\$21,497.63	\$374,109.20
06/01/16	\$20,205.50	\$897.86	0.48%	\$21,103.37	\$374.11	\$21,477.48	\$353,903.70
12/01/16	\$20,254.00	\$849.37	0.48%	\$21,103.37	\$353.90	\$21,457.27	\$333,649.70
06/01/17	\$20,302.61	\$800.76	0.48%	\$21,103.37	\$333.65	\$21,437.02	\$313,347.10
12/01/17	\$20,351.33	\$752.03	0.48%	\$21,103.37	\$313.35	\$21,416.71	\$292,995.76
06/01/18	\$20,400.18	\$703.19	0.48%	\$21,103.37	\$293.00	\$21,396.36	\$272,595.59
12/01/18	\$20,449.14	\$654.23	0.48%	\$21,103.37	\$272.60	\$21,375.96	\$252,146.45
06/01/19	\$20,498.21	\$605.15	0.48%	\$21,103.37	\$252.15	\$21,355.51	\$231,648.23
12/01/19	\$20,547.41	\$555.96	0.48%	\$21,103.37	\$231.65	\$21,335.01	\$211,100.82
06/01/20	\$20,596.72	\$506.64	0.48%	\$21,103.37	\$211.10	\$21,314.47	\$190,504.10
12/01/20	\$20,646.16	\$457.21	0.48%	\$21,103.37	\$190.50	\$21,293.87	\$169,857.94
06/01/21	\$15,257.22	\$407.66	0.48%	\$15,664.88	\$169.86	\$15,834.74	\$154,600.72
12/01/21	\$15,293.84	\$371.04	0.48%	\$15,664.88	\$154.60	\$15,819.48	\$139,306.89
06/01/22	\$15,330.54	\$334.34	0.48%	\$15,664.88	\$139.31	\$15,804.19	\$123,976.34
12/01/22	\$15,367.34	\$297.54	0.48%	\$15,664.88	\$123.98	\$15,788.86	\$108,609.01
06/01/23	\$15,404.22	\$260.66	0.48%	\$15,664.88	\$108.61	\$15,773.49	\$93,204.79
12/01/23	\$15,441.19	\$223.69	0.48%	\$15,664.88	\$93.20	\$15,758.08	\$77,763.60
06/01/24	\$15,478.25	\$186.63	0.48%	\$15,664.88	\$77.76	\$15,742.64	\$62,285.36
12/01/24	\$15,515.39	\$149.48	0.48%	\$15,664.88	\$62.29	\$15,727.16	\$46,769.96
06/01/25	\$15,552.63	\$112.25	0.48%	\$15,664.88	\$46.77	\$15,711.65	\$31,217.33
12/01/25	\$15,589.96	\$74.92	0.48%	\$15,664.88	\$31.22	\$15,696.10	\$15,627.37
06/01/26	\$15,627.37	\$37.51	0.48%	\$15,664.88	\$15.63	\$15,680.51	(\$0.00)
<b>Totals</b>	<b>\$748,952.84</b>	<b>\$35,358.45</b>		<b>\$784,311.29</b>	<b>\$14,732.69</b>	<b>\$799,043.97</b>	

Cattlettsburg  
Fund A Loan

Loan Amount \$152,176  
Interest Rate 0.48%  
Term 14.5  
Payment \$5,438.49

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Total Payment	Principal Balance
							\$152,176.49
12/01/06	\$5,073.26	\$365.22	0.48%	\$5,438.49	\$152.18	\$5,590.66	\$147,103.23
06/01/07	\$5,085.44	\$353.05	0.48%	\$5,438.49	\$147.10	\$5,585.59	\$142,017.79
12/01/07	\$5,097.64	\$340.84	0.48%	\$5,438.49	\$142.02	\$5,580.50	\$136,920.14
06/01/08	\$5,109.88	\$328.61	0.48%	\$5,438.49	\$136.92	\$5,575.41	\$131,810.26
12/01/08	\$5,122.14	\$316.34	0.48%	\$5,438.49	\$131.81	\$5,570.30	\$126,688.12
06/01/09	\$5,134.44	\$304.05	0.48%	\$5,438.49	\$126.69	\$5,565.18	\$121,553.69
12/01/09	\$5,146.76	\$291.73	0.48%	\$5,438.49	\$121.55	\$5,560.04	\$116,406.93
06/01/10	\$5,159.11	\$279.38	0.48%	\$5,438.49	\$116.41	\$5,554.89	\$111,247.82
12/01/10	\$5,171.49	\$266.99	0.48%	\$5,438.49	\$111.25	\$5,549.73	\$106,076.33
06/01/11	\$5,183.90	\$254.58	0.48%	\$5,438.49	\$106.08	\$5,544.56	\$100,892.42
12/01/11	\$5,196.35	\$242.14	0.48%	\$5,438.49	\$100.89	\$5,539.38	\$95,696.08
06/01/12	\$5,208.82	\$229.67	0.48%	\$5,438.49	\$95.70	\$5,534.18	\$90,487.26
12/01/12	\$5,221.32	\$217.17	0.48%	\$5,438.49	\$90.49	\$5,528.97	\$85,265.94
06/01/13	\$5,233.85	\$204.64	0.48%	\$5,438.49	\$85.27	\$5,523.75	\$80,032.09
12/01/13	\$5,246.41	\$192.08	0.48%	\$5,438.49	\$80.03	\$5,518.52	\$74,785.68
06/01/14	\$5,259.00	\$179.49	0.48%	\$5,438.49	\$74.79	\$5,513.27	\$69,526.68
12/01/14	\$5,271.62	\$166.86	0.48%	\$5,438.49	\$69.53	\$5,508.01	\$64,255.06
06/01/15	\$5,284.27	\$154.21	0.48%	\$5,438.49	\$64.26	\$5,502.74	\$58,970.78
12/01/15	\$5,296.96	\$141.53	0.48%	\$5,438.49	\$58.97	\$5,497.46	\$53,673.83
06/01/16	\$5,309.67	\$128.82	0.48%	\$5,438.49	\$53.67	\$5,492.16	\$48,364.16
12/01/16	\$5,322.41	\$116.07	0.48%	\$5,438.49	\$48.36	\$5,486.85	\$43,041.75
06/01/17	\$5,335.19	\$103.30	0.48%	\$5,438.49	\$43.04	\$5,481.53	\$37,706.56
12/01/17	\$5,347.99	\$90.50	0.48%	\$5,438.49	\$37.71	\$5,476.19	\$32,358.57
06/01/18	\$5,360.83	\$77.66	0.48%	\$5,438.49	\$32.36	\$5,470.85	\$26,997.74
12/01/18	\$5,373.69	\$64.79	0.48%	\$5,438.49	\$27.00	\$5,465.48	\$21,624.05
06/01/19	\$5,386.59	\$51.90	0.48%	\$5,438.49	\$21.62	\$5,460.11	\$16,237.46
12/01/19	\$5,399.52	\$38.97	0.48%	\$5,438.49	\$16.24	\$5,454.72	\$10,837.94
06/01/20	\$5,412.48	\$26.01	0.48%	\$5,438.49	\$10.84	\$5,449.32	\$5,425.47
12/01/20	\$5,425.47	\$13.02	0.48%	\$5,438.49	\$5.43	\$5,443.91	(\$0.00)

Totals	\$152,176.49	\$5,539.63		\$157,716.12	\$2,308.18	\$160,024.30	
--------	--------------	------------	--	--------------	------------	--------------	--

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENTS

The Governmental Agency hereby covenants and agrees to continue the management contract with the Mayfield Electric for the operation of the Governmental Agency's water and sewer Systems. The Governmental Agency may not terminate or fail to renew extensions to the management contract, or operate the systems without a management contract without the approval of the Authority.

33771.1



KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND B

PROJECT NUMBER B07-03  
BORROWER: Graves County Water District  
BORROWER'S ADDRESS Post Office Box 329  
Mayfield, Kentucky 42066  
DATE OF ASSISTANCE AGREEMENT: May 1, 2009

RECEIVED  
KENTUCKY INFRASTRUCTURE  
AUTHORITY  
2009 JUN -9 A 11:53

ASSISTANCE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties of Authority ..... 6  
SECTION 2.2. Representations and Warranties of the Governmental Agency ..... 6

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

SECTION 3.1. Determination of Eligibility ..... 8  
SECTION 3.2. Principal Amount of Final Loan and Established; Loan Payments  
Disbursement of Funds ..... 8  
SECTION 3.3. Governmental Agency's Right to Repay Interim Loan ..... 8  
SECTION 3.4. Subordination of Loan ..... 8

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT OF INTERIM LOAN;  
Requisition FOR FUNDS

SECTION 4.1. Covenants of Governmental Agency and Conditions of Loan ..... 10  
SECTION 4.2. Disbursements of Interim Loan Requisition for Funds ..... 12

ARTICLE V

SERVICES CHARGES OF GOVERNMENTAL AGENCY;  
PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY

SECTION 5.1. Imposition of Service Charges ..... 14  
SECTION 5.2. Governmental Agency's Obligation to Repay Loan ..... 14  
SECTION 5.3. Covenant to Adjust Service Charges ..... 14  
SECTION 5.4. Adequacy of Service Charges ..... 14  
SECTION 5.5. Covenant to Establish Maintenance and Replacement Reserve ..... 14  
SECTION 5.6. Covenant to Charge Sufficient Rates; Reports: Inspection ..... 15  
SECTION 5.7. Segregation of Funds ..... 15  
SECTION 5.8. Mandatory Sewer Connection ..... 15  
SECTION 5.9. Termination of Water Services to Delinquent Users ..... 15

ARTICLE VI

FURTHER COVENANTS OF THE GOVERNMENTAL AGENCY

SECTION 6.1. Further Assurance.....	17
SECTION 6.2. Completion of Project .....	17
SECTION 6.3. Establishment of Completion Date.....	17
SECTION 6.4. Commitment to Operate .....	17
SECTION 6.5. Continue to Operate.....	17
SECTION 6.6. Tax Covenant .....	17
SECTION 6.7. Accounts and Reports.....	17
SECTION 6.8. Financial Statements.....	18
SECTION 6.9. General Compliance With All Duties .....	18
SECTION 6.10. Project Not to Be Disposed Of .....	18
SECTION 6.11. General .....	18

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

SECTION 7.1. Maintain Project .....	19
SECTION 7.2. Additions and Improvements .....	19
SECTION 7.3. Compliance with State and Federal Standards .....	19
SECTION 7.4. Access to Records .....	19
SECTION 7.5. Covenant to Insure - Casualty .....	19
SECTION 7.6. Authority as Named Insured .....	19
SECTION 7.7. Covenant to Insure - Liability .....	19
SECTION 7.8. Covenant Regarding Workmen's Compensation .....	20
SECTION 7.9. Application of Casualty Insurance Proceeds.....	20
SECTION 7.10. Eminent Domain .....	20

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default Defined .....	21
SECTION 8.2. Remedies on Default .....	21
SECTION 8.3. Appointment of Receiver .....	21
SECTION 8.4. No Remedy Exclusive .....	22
SECTION 8.5. Consent to Powers of Authority Under Act .....	22
SECTION 8.6. Waivers.....	22
SECTION 8.7. Agreement to Pay Attorneys' Fees and Expenses .....	22

ARTICLE I

MISCELLANEOUS PROVISIONS

SECTION 9.1. Approval not to be Unreasonably Withheld .....	23
SECTION 9.2. Approval .....	23
SECTION 9.3. Effective Date.....	23

SECTION 9.4. Binding Effect .....	23
SECTION 9.5. Severability.....	23
SECTION 9.6. Execution in Counterparts.....	23
SECTION 9.7. Applicable Law .....	23
SECTION 9.8. Venue.....	23
SECTION 9.9. Captions .....	23
SIGNATURES .....	24
EXHIBIT A - PROJECT SPECIFICS .....	A-1
EXHIBIT B - REQUISITION FORM .....	B-1
EXHIBIT C - SCHEDULE OF SERVICE CHARGES.....	C-1
EXHIBIT D - RESOLUTION .....	D-1
EXHIBIT E - LEGAL OPINION .....	E-1
EXHIBIT F - SCHEDULE OF PAYMENTS .....	F-1
EXHIBIT G - ADDITIONAL COVENANTS AND AGREEMENTS .....	G-1

## 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 the Kentucky (the "Authority") and 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 Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of September 1, 1989 (the "Indenture") between the Authority and National City Bank of Kentucky (F/K/A First Kentucky Trust Company) (the "Trustee") in order to provide funding for its 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 AN 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 Project Specifics.

"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" or "Revenue 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.

"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 revenues of the Project.

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

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

"Indenture" shall mean the General Trust Indenture dated as of September 1, 1989 between the Authority and the Trustee.

"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 Project Specifics, for the purpose of defraying the costs incidental to the Construction of the Project.

"Loan Rate" means the rate of interest identified in the Schedule of Payments.

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

"Program" shall mean the program authorized by KRS 224A.112 and the Indenture as the "infrastructure 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, an infrastructure project as defined in the Act, 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.

"Schedule of Payments" means the principal and interest requirements of the Loan as set forth in Exhibit F hereto, to be established and agreed to upon or prior to the completion of the Project.

"Schedule of Service Charges" shall mean those revenues identified in Exhibit C from which the Loan is to be repaid, 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 Project which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement and for the purposes of this Assistance Agreement said Service Charge shall be no less than those set forth in the Schedule of Service Charges.

"System" shall mean the utility system of which the Project shall become a part.

[End of Article I]

## 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, which 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 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) There is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the

authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which 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, 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.

(F) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Agency approving and authorizing the execution and delivery of this Assistance Agreement. Such resolution or ordinance was 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 resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement and the Loan described herein and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS 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 Project, to charge and collect the Service Charges and to enter into this 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 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.

[End of Article II]

## 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 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 Project Specifics, subject to such adjustments as may be set forth in the Schedule of Payments. Principal payments shall be made semiannually in the amounts and on the dates to be 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 Project Specifics, commencing with the Amortization Commencement Date set forth in the Project Specifics.

The Loan shall bear interest, payable on the Interest Payment Dates set forth in the Project Specifics, at the Loan Rate identified in the Project Specifics, and after the Amortization Commencement Date, in the amounts (based on such Loan Rate) and on the dates set forth in the Schedule of Payments; provided that, should an Event of Default occur, such payments of interest 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; subject to the requirements set forth in Article IV hereof.

Payments of principal and interest on the Loan shall be made at the principal office of the Authority or the Trustee, as designated by the Authority.

Section 3.3. Governmental Agency's Right to Repay 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 revenue 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 the security interest and 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 Project outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.5(D) hereof.

[End of Article III]

## 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, if requested, appropriate documentation, satisfactory to the Authority, in its sole discretion, indicating the following:

(A) That the Authority and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority, 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 to examine and inspect same.

(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 date of this Assistance Agreement, pursuant to due compliance with state 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 Authority.

(G) Duly authorized representatives of the Authority and such other agencies of the Commonwealth as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(H) The construction contract or contracts shall require the contractor to comply with all provisions of federal and state 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.

(I) 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.

(J) 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, and any other participating federal or state agency, the Engineers, and all construction contractors. 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 agency 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.

(K) 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.

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

(M) 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.

(N) 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 to the Governmental Agency and approved by state and federal agencies, but only to the extent such approvals may be required.

(O) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority noting the participation of the Authority in the financing of the Project.

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

(Q) 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 Authority, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/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, and the Governmental Agency shall submit to the Authority such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants.

(R) The Governmental Agency shall require that any bid for any portion of the Construction of the Project be accompanied by a bid bond, certified check or other negotiable instrument payable to the Governmental Agency, as assurance that the bidder will, upon acceptance of such bid, execute the necessary contractual documents within the required time.

(S) The Governmental Agency shall require that each construction contractor or contractors furnish a performance and 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.

(T) 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 facilities are 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.

(U) 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, 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.

(V) 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 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.

Section 4.2. Disbursements of Loan; Requisition for Funds. The Governmental Agency may submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) a Requisition for Funds during the first ten days 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 thereunder due, together with the Engineer's and Governmental Agency's approval thereof for payment by the Authority directly to the contractor.

Upon the Authority's receipt of the Requisition for Funds, and such additional documentation as it may require, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan.

[End of Article IV]

## 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 the Service Charges set forth in Exhibit C annexed hereto. If so required, such 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 to the Authority all sums received from the Authority as representing the Loan in respect of the Project.

Section 5.2. Governmental Agency's Obligation to Repay Loan. The obligation of the Governmental Agency to repay to the Authority the amount of 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 any Service Charges to the Authority, the amount of such default shall bear interest at the per annum rate equal to the Default Rate set forth in the Project Specifics, 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 provide to the Authority the minimum sums set forth in the Schedule of Payments, 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 state, immediately adjust and increase such Schedule of Service Charges, so as to provide funds sufficient to pay to the Authority the minimum sums set forth in the Schedule of Payments.

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 make the payments at the times and in the amounts set forth in the Schedule of Payments, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid not less frequently than the Service Charge Payment period set forth in the Project Specifics, and shall be remitted to the Authority by the Governmental Agency with a report showing collections and any delinquencies. A report of all collections and delinquencies shall be made at least semi-annually on or before each Payment Date identified in the Schedule of Payments.

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". On or before each payment date identified in the Schedule of Payments,

the Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to ten percent (10%) of the amount of such Loan payment until the amount on deposit in such fund is equal to five percent (5%) of the original principal amount of the Loan (the "Required Balance"). Amounts in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the Project or for the costs of replacing worn or obsolete portions of the Project. If amounts are withdrawn from such fund, the Governmental Agency shall again make the periodic deposits hereinabove required until the Required Balance is reinstated.

Section 5.6. Covenant to Charge Sufficient Rates; Reports; Inspection. The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That, as aforesaid, it will at all times impose, prescribed, charge and collect the Service Charges set forth in Exhibit C hereto as shall result in net revenues to the Governmental Agency at least adequate to provide for the payments to the Authority required by this Assistance Agreement.

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

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

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

Section 5.7. Segregation of Funds. The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

Section 5.8. Mandatory Sewer Connection. In the event that the Project consists of sanitary sewer facilities, the Governmental Agency hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, or other appropriate legislative order or action, mandatorily require the connection to and use of, the sanitary sewers constituting the Project by all persons owning, renting or occupying premises generating pollutants where such sanitary sewers are reasonably available to such premises, and to exhaust, at the expense of the Governmental Agency, all remedies for the collection of Service Charges, including, either directly or indirectly, pursuant to authority granted by Sections 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and decretal sale in respect of improvement benefit assessments which are delinquent.

Section 5.9. Termination of Water Services to Delinquent Users. In the event the Project consists of water facilities the Governmental Agency covenants and agrees that it shall, pursuant to applicable provisions of law, to the maximum extent authorized by law, enforce and collect

the Service Charges imposed, and will promptly cause water service to be discontinued to any premises where any billing for such facilities and services shall not be paid in a timely manner.

[End of Article V]

## 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, (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to his 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 in accordance with applicable provisions of federal and state 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 which complete and accurate entries

shall be made of all its transactions relating to the System, which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Financial Statements. Within ninety (90) 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, 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 principals 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.

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 this Assistance Agreement and any other Debt Obligations.

Section 6.10. Project Not to Be Disposed Of. The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of any of the facilities constituting the Project or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. 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.

[End of Article VI]

## ARTICLE VII

### MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain Project. 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 it 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 Project 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 Project 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 Project 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 Project 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. 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 Project 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.

[End of Article VII]



## 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 state 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 will 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, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

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

(B) Exercise all the rights and remedies of the 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.

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

[End of Article VIII]

## 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 as of the date first set forth hereinabove and shall continue to 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, nor assignable by either 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. 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 9.7. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.8. Venue. The parties hereto agree that in the event of a default by the Governmental Agency pursuant to the provisions of Article 8 of this Agreement, the Authority shall, to the extent permitted under the laws of the Commonwealth, have the right to file any necessary actions with respect thereto in Franklin Circuit Court.

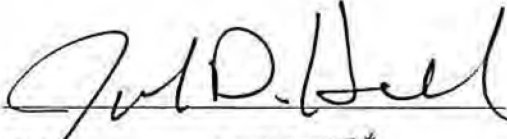
Section 9.9. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Assistance Agreement.


[End of Article IX]

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

ATTEST:


KENTUCKY INFRASTRUCTURE  
AUTHORITY

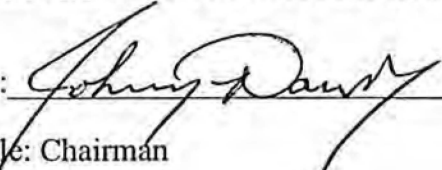
  
Title: \_\_\_\_\_

By:   
Title: EXECUTIVE DIRECTOR

ATTEST:


GOVERNMENTAL AGENCY:  
GRAVES COUNTY WATER DISTRICT

By:   
Title: Secretary

By:   
Title: Chairman

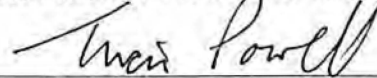
APPROVED:

EXAMINED:

  
SECRETARY FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

  
LEGAL COUNSEL TO THE  
KENTUCKY INFRASTRUCTURE  
AUTHORITY

APPROVED AS TO FORM AND LEGALITY

  
APPROVED  
FINANCE AND ADMINISTRATION CABINET

**EXHIBIT A**  
**GRAVES COUNTY WATER DISTRICT**  
**PROJECT SPECIFICS**  
**B05-04, B05-05 and B07-03**

**GOVERNMENTAL AGENCY:**

Name: GRAVES COUNTY WATER DISTRICT  
P.O. Box 329  
Mayfield, Kentucky 42066

Contact Person: Johnny Dowdy  
270-274-5678

**SYSTEM:** Wastewater

**PROJECT:** The Graves County Water District (GCWD) is requesting to assume the outstanding KIA debt of the Fancy Farm Water District (B05-04 and B05-05) as a result of a recent merger / consolidation. Additionally, the GCWD also requests to reapply for a Fund B loan under the same terms and conditions that were approved by the KIA Board on May 10, 2007, in the name of South Graves Water District in the amount of \$849,154. This Fund B loan will be used to retire the Authority's Fund C loan (C92-07) to the now dissolved South Graves Water District (SGWD).

**PROJECT BUDGET:**

	KIA Fund B07-03	KIA Fund B05-04	KIA Fund B05-05	TOTAL
Retire Fund C92-07 Loan to SGWD	849,154	-	-	\$ 849,154
Assume Debt of Fancy Farm	-	539,641	-	539,641
Assume Debt of Fancy Farm	-	-	131,810	131,810
<b>TOTAL</b>	<b>849,154</b>	<b>539,641</b>	<b>131,810</b>	<b>1,520,605</b>

**FUNDING SOURCES:**

	Amount	%
KIA Fund B07-03	\$ 849,154	56%
KIA Fund B05-04	\$ 539,641	35%
KIA Fund B05-05	\$ 131,810	9%
Total	\$ 1,520,605	100%

**KIA DEBT SERVICE:**

	B07-03	B05-04	B05-05
Construction Loan	\$849,154	539,641	131,810
Interest Rate	0.40%	0.48%	0.48%
Loan Term (Years)	17	18	12.5
Estimated Annual Debt Service	\$51,718	\$31,330	\$10,877
Administrative Fee (0.20%)	1,698	1,079	264
<b>Total Estimated Annual Debt Service</b>	<b>\$53,416</b>	<b>\$32,409</b>	<b>\$11,141</b>

Total annual debt service will be \$96,966.

**AMORTIZATION COMMENCEMENT DATE:**

The Fancy Farm Loans (B05-04 and B05-05) will be assumed under the same interest rate and remaining term as the original loans.

The new Fund B loan (B07-03) will have an interest rate of 0.4% and a term of 17 years.

**ADMINISTRATIVE FEE:** 0.20%

**DEFAULT RATE:** 8.00%

**DEBT OBLIGATIONS CURRENTLY OUTSTANDING:**

Issuance	Outstanding	Maturity
KIA Fund B07-03	\$ 849,154	2025
KIA Fund B05-04	\$ 539,641	2026
KIA Fund B05-05	\$ 131,810	2020
<b>Total</b>	<b>\$ 1,520,605</b>	

**LIABILITY INSURANCE COVERAGE:**

Death or Personal Injury (per person)  
Death or Personal Injury (per occurrence)  
Property Damage on System

\$ 1,000,000
\$ 1,000,000
\$ 1,000,000

EXHIBIT B

REQUEST FOR PAYMENT WITH RESPECT TO  
ASSISTANCE AGREEMENT DATED MAY 1, 2009

Request No. \_\_\_\_\_

Dated \_\_\_\_\_

ORIGINAL SENT TO: Kentucky Infrastructure Authority  
1024 Capital Center Drive  
Suite 340  
Frankfort, Kentucky 40601

COPY SENT TO: Ms. Nancy Sanders  
Director, Community Programs  
Governor's Office for Local Development  
1024 Capitol Center Drive  
Frankfort, Kentucky 40601

FROM: Graves County Water District ("Governmental Agency")

Gentlemen:

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 totaling \$\_\_\_\_\_.

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

ELIGIBLE PROJECT EXPENSES INCURRED

<u>Contractor</u>	Expenses this Request	Expenses to <u>Date</u>
-------------------	-----------------------	----------------------------

Total

ALLOCATION OF FUNDING FOR EXPENSES

<u>Portion of Funding Source Totals</u>	<u>Portion of Expenses Expenses this Request</u>	<u>Total to Date</u>
-------------------------------------------------	------------------------------------------------------	----------------------

The Governmental Agency certifies it has also paid Project expenses or has submitted requisitions to the applicable funding sources for Project expenses, which have not been identified in any previous Request or Payment, as follows:

<u>Funding Source</u>	<u>Amount of Payment or Requisition</u>	<u>Date of Payment or Requisition</u>
-----------------------	---------------------------------------------	-------------------------------------------

Respectfully submitted,

\_\_\_\_\_  
Governmental Agency

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Certificate of Consulting Engineers as to  
Payment Request

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the 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/Consultant

\_\_\_\_\_  
Firm Name



EXHIBIT C

SCHEDULE OF SERVICE CHARGES

See Attached Water Rate Schedule

---

## Special Non-Recurring Charges

DEPOSIT	\$40.00
CONNECTION CHARGE	\$25.00
RECONNECTION CHARGE	\$25.00
RETURNED CHECK CHARGE	\$25.00
SERVICE CHARGE	\$25.00
AFTER-HOURS SERVICE CHARGE	\$75.00
LATE PAYMENT NOTICE CHARGE	\$2.00
TAP ON FEE - 5/8" - 3/4" METER	\$450.00
TAP ON FEE - METERS LARGER THAN 3/4"	QUOTE

---

## Consumers Water District Water Rate Schedule

Consumers Water District furnishes water service to South and Southeastern Graves County, Kentucky.

Effective April 2007

### Water Rate Schedule

#### *5/8" x 3/4" Meter*

FIRST 2,000 GALLONS	\$12.01 PER MONTH
NEXT 8,000 GALLONS	2.95 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	2.73 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

---

#### *1" Meter*

FIRST 10,000 GALLONS	\$35.61 PER MONTH
NEXT 10,000 GALLONS	2.73 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

---

#### *2" Meter*

FIRST 20,000 GALLONS	\$62.91 PER MONTH
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

---

# Fancy Farm Water District Water and Wastewater Rate Schedules

Fancy Farm Water District furnishes water and sewer service to West Graves County, East Carlisle County and Milburn, Kentucky.

Effective October 1997

## Water Rate Schedule

FIRST 2,000 GALLONS	\$13.10 PER MONTH
NEXT 3,000 GALLONS	3.35 PER MONTH PER 1,000 GALLONS
NEXT 5,000 GALLONS	3.18 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	2.98 PER MONTH PER 1,000 GALLONS
OVER 20,000 GALLONS	2.70 PER MONTH PER 1,000 GALLONS

---

Effective October 1996

## Wastewater Rate Schedule

RESIDENTIAL	\$35.34 PER MONTH
RESIDENTIAL W/ GRINDER PUMP	\$34.34 PER MONTH
FANCY FARM SCHOOL	\$35.34 PER RESIDENTIAL EQUIVALENT

---

## South Graves Water District Water Rate Schedule

South Graves Water District furnishes water service to South Graves County, Kentucky.

Effective August 2000

### Water Rate Schedule

FIRST 2,000 GALLONS	\$14.25 PER MONTH
NEXT 3,000 GALLONS	6.87 PER MONTH PER 1,000 GALLONS
NEXT 5,000 GALLONS	6.62 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	6.38 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	5.89 PER MONTH PER 1,000 GALLONS
NEXT 50,000 GALLONS	4.91 PER MONTH PER 1,000 GALLONS
OVER 100,000 GALLONS	3.43 PER MONTH PER 1,000 GALLONS

---

# Hardeman Water District Water Rate Schedule

Hardeman Water District furnishes water service to a five mile area east, northeast of Mayfield, Kentucky.

Effective June 2003

## Water Rate Schedule

*5/8" x 3/4" Meter*

FIRST 2,000 GALLONS	\$13.10 PER MONTH
NEXT 3,000 GALLONS	2.75 PER MONTH PER 1,000 GALLONS
NEXT 15,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS
OVER 20,000 GALLONS	1.80 PER MONTH PER 1,000 GALLONS

---

EXHIBIT D

RESOLUTION

RESOLUTION OF THE GRAVES COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE GRAVES COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

WHEREAS, the Board of Commissioners ("governing authority") of the Graves County Water District, ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain water facilities and improvements to the Governmental Agency's Water Service System (the "Project"); and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Graves County Water District, as follows:

SECTION 1. That the governing authority hereby approves and authorizes of the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the Project.

SECTION 2. That any officer of the Governmental Agency be and hereby is 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 \_\_\_\_\_, 2009.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Graves County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said District at a meeting duly held on \_\_\_\_\_, 2009; 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 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this \_\_\_\_\_ day of \_\_\_\_\_,  
2009.

---

Recording Officer



EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Agency]

[Date]

Kentucky Infrastructure Authority  
1024 Capital Center Drive  
Suite 340  
Frankfort, Kentucky 40601

RE: Assistance Agreement by and between Kentucky Infrastructure Authority and the Graves County Water District, dated as of May 1, 2009

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 Graves County Water District, hereinafter referred to as 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 infrastructure project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the resolution or ordinance 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 political subdivision or body politic 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 had or taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

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

Very truly yours,

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN  
THE GRAVES COUNTY WATER DISTRICT  
("GOVERNMENTAL AGENCY") AND  
THE KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by  
Governmental Agency to  
Kentucky Infrastructure Authority \$ \_\_\_\_\_

Principal and Interest Payable  
on Each \_\_\_\_\_ and

It is understood and agreed by the parties to this Assistance Agreement that this Exhibit F is an integral part of the Assistance Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to Assistance Agreement to be executed by their respective duly authorized officers as of the date of said Assistance Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

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

Title: \_\_\_\_\_

GRAVES COUNTY WATER DISTRICT  
GOVERNMENTAL AGENCY

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENTS

**None**

44253.1

KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND B

PROJECT NUMBER B11-02  
BORROWER: Graves County Water District  
BORROWER'S ADDRESS PO Box 329  
Mayfield, Kentucky 42066  
DATE OF ASSISTANCE AGREEMENT: November 1, 2011

2011 DEC 22 A 10: 07

2012 JAN -6 A 10: 07

RECEIVED  
KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

ARTICLE II

REPRESENTATIONS AND WARRANTIES

SECTION 2.1. Representations and Warranties of Authority ..... 6  
SECTION 2.2. Representations and Warranties of the Governmental Agency ..... 6

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE LOAN; TERMS

SECTION 3.1. Determination of Eligibility ..... 8  
SECTION 3.2. Principal Amount of Final Loan and Established; Loan Payments  
Disbursement of Funds ..... 8  
SECTION 3.3. Governmental Agency's Right to Repay Interim Loan ..... 8  
SECTION 3.4. Subordination of Loan ..... 8

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT OF INTERIM LOAN;  
Requisition FOR FUNDS

SECTION 4.1. Covenants of Governmental Agency and Conditions of Loan ..... 10  
SECTION 4.2. Disbursements of Interim Loan Requisition for Funds ..... 12

ARTICLE V

SERVICES CHARGES OF GOVERNMENTAL AGENCY;  
PAYMENTS TO BE MADE BY GOVERNMENTAL AGENCY TO THE AUTHORITY

SECTION 5.1. Imposition of Service Charges ..... 14  
SECTION 5.2. Governmental Agency's Obligation to Repay Loan ..... 14  
SECTION 5.3. Covenant to Adjust Service Charges ..... 14  
SECTION 5.4. Adequacy of Service Charges ..... 14  
SECTION 5.5. Covenant to Establish Maintenance and Replacement Reserve ..... 14  
SECTION 5.6. Covenant to Charge Sufficient Rates; Reports: Inspection ..... 15  
SECTION 5.7. Segregation of Funds ..... 15  
SECTION 5.8. Mandatory Sewer Connection ..... 15  
SECTION 5.9. Termination of Water Services to Delinquent Users ..... 15

ARTICLE VI

FURTHER COVENANTS OF THE GOVERNMENTAL AGENCY

SECTION 6.1. Further Assurance .....	17
SECTION 6.2. Completion of Project .....	17
SECTION 6.3. Establishment of Completion Date .....	17
SECTION 6.4. Commitment to Operate.....	17
SECTION 6.5. Continue to Operate .....	17
SECTION 6.6. Tax Covenant .....	17
SECTION 6.7. Accounts and Reports .....	17
SECTION 6.8. Financial Statements .....	18
SECTION 6.9. General Compliance With All Duties .....	18
SECTION 6.10. Project Not to Be Disposed Of .....	18
SECTION 6.11. General .....	18

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

SECTION 7.1. Maintain Project.....	19
SECTION 7.2. Additions and Improvements .....	19
SECTION 7.3. Compliance with State and Federal Standards.....	19
SECTION 7.4. Access to Records .....	19
SECTION 7.5. Covenant to Insure - Casualty.....	19
SECTION 7.6. Authority as Named Insured .....	19
SECTION 7.7. Covenant to Insure - Liability .....	19
SECTION 7.8. Covenant Regarding Workmen's Compensation .....	20
SECTION 7.9. Application of Casualty Insurance Proceeds .....	20
SECTION 7.10. Eminent Domain .....	20

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES

SECTION 8.1. Events of Default Defined.....	21
SECTION 8.2. Remedies on Default.....	21
SECTION 8.3. Appointment of Receiver.....	21
SECTION 8.4. No Remedy Exclusive .....	22
SECTION 8.5. Consent to Powers of Authority Under Act .....	22
SECTION 8.6. Waivers .....	22
SECTION 8.7. Agreement to Pay Attorneys' Fees and Expenses.....	22

ARTICLE I

MISCELLANEOUS PROVISIONS

SECTION 9.1. Approval not to be Unreasonably Withheld .....	23
SECTION 9.2. Approval .....	23
SECTION 9.3. Effective Date .....	23



SECTION 9.4. Binding Effect..... 23  
SECTION 9.5. Severability ..... 23  
SECTION 9.6. Execution in Counterparts..... 23  
SECTION 9.7. Applicable Law ..... 23  
SECTION 9.8. Venue ..... 23  
SECTION 9.9. Captions ..... 23  
  
SIGNATURES ..... 24  
EXHIBIT A - PROJECT SPECIFICS ..... A-1  
EXHIBIT B - REQUISITION FORM..... B-1  
EXHIBIT C - SCHEDULE OF SERVICE CHARGES ..... C-1  
EXHIBIT D - RESOLUTION ..... D-1  
EXHIBIT E - LEGAL OPINION ..... E-1  
EXHIBIT F - SCHEDULE OF PAYMENTS ..... F-1  
EXHIBIT G - ADDITIONAL COVENANTS AND AGREEMENTS ..... G-1

## 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 the Kentucky (the "Authority") and 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 Authority has issued, and will issue from time to time, its revenue bonds pursuant to a General Trust Indenture dated as of September 1, 1989 (the "Indenture") between the Authority and National City Bank of Kentucky (F/K/A First Kentucky Trust Company) (the "Trustee") in order to provide funding for its 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 AN 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 Project Specifics.

"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" or "Revenue 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.

"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 revenues of the Project.

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

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

"Indenture" shall mean the General Trust Indenture dated as of September 1, 1989 between the Authority and the Trustee.

"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 Project Specifics, for the purpose of defraying the costs incidental to the Construction of the Project.

"Loan Rate" means the rate of interest identified in the Schedule of Payments.

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

"Program" shall mean the program authorized by KRS 224A.112 and the Indenture as the "infrastructure 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, an infrastructure project as defined in the Act, 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.

"Schedule of Payments" means the principal and interest requirements of the Loan as set forth in Exhibit F hereto, to be established and agreed to upon or prior to the completion of the Project.

"Schedule of Service Charges" shall mean those revenues identified in Exhibit C from which the Loan is to be repaid, 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 Project which Service Charges arise by reason of the existence of, and requirement of, any Assistance Agreement and for the purposes of this Assistance Agreement said Service Charge shall be no less than those set forth in the Schedule of Service Charges.

"System" shall mean the utility system of which the Project shall become a part.

[End of Article I]

## 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, which 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 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) There is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the

authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Agency or its governing body to take any of the actions which 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, 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.

(F) Attached hereto as Exhibit D is a true, accurate and complete copy of the resolution or ordinance of the governing body of the Governmental Agency approving and authorizing the execution and delivery of this Assistance Agreement. Such resolution or ordinance was 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 resolution or ordinance is in full force and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(G) All actions taken by the Governmental Agency in connection with this Assistance Agreement and the Loan described herein and the Project have been in full compliance with the provisions of the Kentucky Open Meeting Law, KRS 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 Project, to charge and collect the Service Charges and to enter into this 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 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.

[End of Article II]



## 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 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 Project Specifics, subject to such adjustments as may be set forth in the Schedule of Payments. Principal payments shall be made semiannually in the amounts and on the dates to be 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 Project Specifics, commencing with the Amortization Commencement Date set forth in the Project Specifics.

The Loan shall bear interest, payable on the Interest Payment Dates set forth in the Project Specifics, at the Loan Rate identified in the Project Specifics, and after the Amortization Commencement Date, in the amounts (based on such Loan Rate) and on the dates set forth in the Schedule of Payments; provided that, should an Event of Default occur, such payments of interest 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; subject to the requirements set forth in Article IV hereof.

Payments of principal and interest on the Loan shall be made at the principal office of the Authority or the Trustee, as designated by the Authority.

Section 3.3. Governmental Agency's Right to Repay 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 revenue 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 the security interest and 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 Project outstanding at the time this Assistance Agreement is executed as identified in the Project Specifics; provided, however, the Authority shall receive notice of any additional financings in accordance with Section 5.5(D) hereof.

[End of Article III]

## 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, if requested, appropriate documentation, satisfactory to the Authority, in its sole discretion, indicating the following:

(A) That the Authority and any appropriate regulatory agency of the Commonwealth as may be designated by the Authority, 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 to examine and inspect same.

(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 date of this Assistance Agreement, pursuant to due compliance with state 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 Authority.

(G) Duly authorized representatives of the Authority and such other agencies of the Commonwealth as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Agency will assure that the contractor or contractors will provide facilities for such access and inspection.

(H) The construction contract or contracts shall require the contractor to comply with all provisions of federal and state 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.

(I) 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.

(J) 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, and any other participating federal or state agency, the Engineers, and all construction contractors. 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 agency 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.

(K) 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.

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

(M) 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.

(N) 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 to the Governmental Agency and approved by state and federal agencies, but only to the extent such approvals may be required.

(O) If requested, the Governmental Agency will erect at the Project sites, signs satisfactory to the Authority noting the participation of the Authority in the financing of the Project.

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

(Q) 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 Authority, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/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, and the Governmental Agency shall submit to the Authority such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants.

(R) The Governmental Agency shall require that any bid for any portion of the Construction of the Project be accompanied by a bid bond, certified check or other negotiable instrument payable to the Governmental Agency, as assurance that the bidder will, upon acceptance of such bid, execute the necessary contractual documents within the required time.

(S) The Governmental Agency shall require that each construction contractor or contractors furnish a performance and 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.

(T) 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 facilities are 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.

(U) 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, 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.

(V) 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 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.

Section 4.2. Disbursements of Loan; Requisition for Funds. The Governmental Agency may submit to the Authority (or the Trustee acting on behalf of the Authority, if so designated) a Requisition for Funds during the first ten days 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 thereunder due, together with the Engineer's and Governmental Agency's approval thereof for payment by the Authority directly to the contractor.

Upon the Authority's receipt of the Requisition for Funds, and such additional documentation as it may require, the Authority may direct the Trustee to remit the amount requested to the Governmental Agency as a draw upon the Loan.

[End of Article IV]

## 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 the Service Charges set forth in Exhibit C annexed hereto. If so required, such 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 to the Authority all sums received from the Authority as representing the Loan in respect of the Project.

Section 5.2. Governmental Agency's Obligation to Repay Loan. The obligation of the Governmental Agency to repay to the Authority the amount of 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 any Service Charges to the Authority, the amount of such default shall bear interest at the per annum rate equal to the Default Rate set forth in the Project Specifics, 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 provide to the Authority the minimum sums set forth in the Schedule of Payments, 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 state, immediately adjust and increase such Schedule of Service Charges, so as to provide funds sufficient to pay to the Authority the minimum sums set forth in the Schedule of Payments.

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 make the payments at the times and in the amounts set forth in the Schedule of Payments, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid not less frequently than the Service Charge Payment period set forth in the Project Specifics, and shall be remitted to the Authority by the Governmental Agency with a report showing collections and any delinquencies. A report of all collections and delinquencies shall be made at least semi-annually on or before each Payment Date identified in the Schedule of Payments.

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". On or before each payment date identified in the Schedule of Payments,

the Governmental Agency shall deposit into the Maintenance and Replacement Reserve an amount equal to ten percent (10%) of the amount of such Loan payment until the amount on deposit in such fund is equal to five percent (5%) of the original principal amount of the Loan (the "Required Balance"). Amounts in the Maintenance and Replacement Reserve may be used for extraordinary maintenance expenses related to the Project or for the costs of replacing worn or obsolete portions of the Project. If amounts are withdrawn from such fund, the Governmental Agency shall again make the periodic deposits hereinabove required until the Required Balance is reinstated.

Section 5.6. Covenant to Charge Sufficient Rates; Reports; Inspection. The Governmental Agency hereby irrevocably covenants and agrees with the Authority:

(A) That, as aforesaid, it will at all times impose, prescribed, charge and collect the Service Charges set forth in Exhibit C hereto as shall result in net revenues to the Governmental Agency at least adequate to provide for the payments to the Authority required by this Assistance Agreement.

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

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

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

Section 5.7. Segregation of Funds. The Governmental Agency shall at all times account for the income and revenues of the System and distinguish same from all other revenues, moneys and funds of the Governmental Agency, if any.

Section 5.8. Mandatory Sewer Connection. In the event that the Project consists of sanitary sewer facilities, the Governmental Agency hereby irrevocably covenants and agrees with the Authority that it will, to the maximum extent permitted by Kentucky law, and by means of ordinance, or other appropriate legislative order or action, mandatorily require the connection to and use of, the sanitary sewers constituting the Project by all persons owning, renting or occupying premises generating pollutants where such sanitary sewers are reasonably available to such premises, and to exhaust, at the expense of the Governmental Agency, all remedies for the collection of Service Charges, including, either directly or indirectly, pursuant to authority granted by Sections 96.930 to 96.943, inclusive, of the Kentucky Revised Statutes, and the Act, causing termination of water services to any premises where the bill for sewer services is delinquent and foreclosure and decretal sale in respect of improvement benefit assessments which are delinquent.

Section 5.9. Termination of Water Services to Delinquent Users. In the event the Project consists of water facilities the Governmental Agency covenants and agrees that it shall, pursuant to applicable provisions of law, to the maximum extent authorized by law, enforce and collect



the Service Charges imposed, and will promptly cause water service to be discontinued to any premises where any billing for such facilities and services shall not be paid in a timely manner.

[End of Article V]

## 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, (iii) the Project and all other facilities in connection therewith have been acquired, constructed, equipped and installed to his 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 in accordance with applicable provisions of federal and state 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 which complete and accurate entries

shall be made of all its transactions relating to the System, which shall at all reasonable times be subject to the inspection of the Authority.

Section 6.8. Financial Statements. Within ninety (90) 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, 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 principals 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.

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 this Assistance Agreement and any other Debt Obligations.

Section 6.10. Project Not to Be Disposed Of. The Governmental Agency covenants and agrees that, until satisfaction in full of its obligations hereunder, it will not sell, mortgage, or in any manner dispose of, or surrender control or otherwise dispose of any of the facilities constituting the Project or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. 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.

[End of Article VI]

## ARTICLE VII

### MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain Project. 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 it 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 Project 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 Project 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 Project 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 Project 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. 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 Project 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 inquiry, 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.

[End of Article VII]

## 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 state 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 will 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, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

- (A) Declare all payments due hereunder, as set forth in the Schedule of Payments to be immediately due and payable.
- (B) Exercise all the rights and remedies of the 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.

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

[End of Article VIII]

## 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 as of the date first set forth hereinabove and shall continue to 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, nor assignable by either 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. 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 9.7. Applicable Law. This Assistance Agreement will be governed by and construed in accordance with the laws of the Commonwealth.

Section 9.8. Venue. The parties hereto agree that in the event of a default by the Governmental Agency pursuant to the provisions of Article 8 of this Agreement, the Authority shall, to the extent permitted under the laws of the Commonwealth, have the right to file any necessary actions with respect thereto in Franklin Circuit Court.

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.

[End of Article IX]



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

**ATTEST:**

**KENTUCKY INFRASTRUCTURE  
AUTHORITY**

Sandy Williams  
Title: SECRETARY

By: [Signature]  
Title: EXECUTIVE DIRECTOR

**ATTEST:**

**GOVERNMENTAL AGENCY:  
GRAVES COUNTY WATER DISTRICT**

By: [Signature]  
Title: Secretary

By: [Signature]  
Title: Chairman

**APPROVED:**

**EXAMINED:**

[Signature]  
SECRETARY/FINANCE AND  
ADMINISTRATION CABINET OF THE  
COMMONWEALTH OF KENTUCKY

Beck Slappe+Williams LLP  
LEGAL COUNSEL TO THE  
KENTUCKY INFRASTRUCTURE  
AUTHORITY

APPROVED AS TO FORM AND LEGALITY

[Signature]  
APPROVED  
FINANCE AND ADMINISTRATION CABINET

**EXHIBIT A**  
**GRAVES COUNTY WATER DISTRICT GCWD**  
**PROJECT SPECIFICS**  
**B11-02**

**GOVERNMENTAL AGENCY:**

Name: Graves County Water District  
P.O. Box 329  
Mayfield, KY 42066

Contact Person: Johnny Dowdy  
(270) 247-4661

**SYSTEM:** Infrastructure

**PROJECT:**

GCWD is requesting a Fund B loan in the amount of \$1,000,000 for the Fancy Farm/Mayfield Interconnect and Automated Meter Infrastructure (AMI) Upgrades. This is Phase III of the interconnect project that will link the Mayfield & Fancy Farm water systems. The project consists of the extension of approximately 8,500 linear feet of 8" or 12" SDR 21 PVC water main with related appurtenances and a new pre-engineered duplex booster pump station, master meter, and radio telemetry improvements. This project will improve redundancy between systems and potentially open the door for regional water treatment service for this portion of Graves County. The loan will also fund the purchase of radio read water meters to upgrade the existing meters which will help mitigate revenues loss from erroneous meter readings. The district was invited to apply for Fund B monies due to ranking 3rd on the Purchase Area Development District Area Water Management Council list completed in the fall of 2009. The loan will be offered with principal forgiveness at the lower of (1) \$220,000 or (2) 80% of the total disbursed under the loan.

**PROJECT BUDGET:**

	<u>Total</u>
Administrative Expenses	\$ 2,500
Engineering Fees	7,500
Construction	358,766
Equipment	632,500
Contingency	110,000
<b>Total</b>	<b>\$ 1,111,266</b>

**FUNDING SOURCES:**

	<u>Amount</u>	<u>%</u>
Fund B Loan	\$ 1,000,000	90%
HB267 - CPBOC 6/20/06 (\$111,266 bal of \$495,000)	111,266	10%
<b>Total</b>	<b>\$ 1,111,266</b>	<b>100%</b>

**KIA DEBT SERVICE:**

Construction Loan	\$ 1,000,000
Less: Principal Forgiveness (22%)	\$ 220,000
Amortized Loan Amount	<u>\$ 780,000</u>
Interest Rate	2.00%
Loan Term (Years)	20
Estimated Annual Debt Service	\$ 47,511
Administrative Fee (0.20%)	<u>\$ 1,560</u>
<b>Total Estimated Annual Debt Service</b>	<b>\$ 49,071</b>

**AMORTIZATION COMMENCEMENT DATE:** June 1 and December 1

Interest payments will commence within six months from first draw of funds (estimated 6/1/12).

Full principal and interest payments will commence within one year of initiation of operation (estimated 06/01/12).

<b>REPLACEMENT RESERVE ACCOUNT:</b>	\$ 2,500 ANNUAL AMOUNT
	\$ 25,000 TOTAL AMOUNT

The annual replacement cost is \$2,500. This amount should be added to the replacement account each December 1 until the balance reaches \$25,000 and maintained for the life of the loan.

**ADMINISTRATIVE FEE:** 0.20%

**DEFAULT RATE:** 8.00%

**DEBT OBLIGATIONS CURRENTLY OUTSTANDING (as of 12/31/10):**

	<u>Outstanding</u>	<u>Maturity</u>
KIA (B07-03)	\$800,784	2026
KIA (B05-04)	311,510	2026
<b>Total</b>	<u><b>\$1,112,294</b></u>	

**LIABILITY INSURANCE COVERAGE:**

Death or Personal Injury (per person)	<u>2,000,000.00</u>
Death or Personal Injury (per occurrence)	<u>2,000,000.00</u>
Property Damage on System	<u>See attached - equip breakdown protection</u>

EXHIBIT B

REQUEST FOR PAYMENT WITH RESPECT TO  
ASSISTANCE AGREEMENT DATED NOVEMBER 1, 2011

Request No. \_\_\_\_\_

Dated \_\_\_\_\_

ORIGINAL SENT TO:        Kentucky Infrastructure Authority  
                                 1024 Capital Center Drive  
                                 Suite 340  
                                 Frankfort, Kentucky 40601

COPY SENT TO:            Ms. Nancy Sanders  
                                 Director, Community Programs  
                                 Governor's Office for Local Development  
                                 1024 Capitol Center Drive  
                                 Frankfort, Kentucky 40601

FROM:                        Graves County Water District ("Governmental Agency")

Gentlemen:

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 totaling \$\_\_\_\_\_.

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

ELIGIBLE PROJECT EXPENSES INCURRED

<u>Contractor</u>	Expenses this Request	Expenses to Date
-------------------	-----------------------	------------------

Total

ALLOCATION OF FUNDING FOR EXPENSES

<u>Portion of Funding Source Totals</u>	<u>Portion of Expenses Expenses this Request</u>	<u>Total to Date</u>
-------------------------------------------------	------------------------------------------------------	----------------------

The Governmental Agency certifies it has also paid Project expenses or has submitted requisitions to the applicable funding sources for Project expenses, which have not been identified in any previous Request or Payment, as follows:

<u>Funding Source</u>	<u>Amount of Payment or Requisition</u>	<u>Date of Payment or Requisition</u>
-----------------------	---------------------------------------------	-------------------------------------------

Respectfully submitted,

\_\_\_\_\_  
Governmental Agency

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

Title: \_\_\_\_\_

Certificate of Consulting Engineers as to  
Payment Request

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the 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/Consultant

\_\_\_\_\_  
Firm Name

EXHIBIT C

SCHEDULE OF SERVICE CHARGES

See Attached Water Rate Schedule

**Graves County Water District**

**Graves County Courthouse**

**Mayfield, KY 42066**

Rates, Rules, Regulations and Charges  
for service to entire service area

Filed with the Public Service Commission  
September 8, 2008

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
8/29/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By   
Executive Director

for Graves County  
Community town city

PSC KY No. 1

Original Sheet No. 3

Cancelling No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

Graves County Water District  
Name of Utility

**South Graves Water District Area All Meters**

First 2000 gallons \$14.25 minimum bill  
Next 3000 gallons \$ 6.87 per 1000 gallons  
Next 5000 gallons \$ 6.62 per 1000 gallons  
Next 10,000 gallons \$ 6.38 per 1000 gallons  
Next 30,000 gallons \$ 5.89 per 1000 gallons  
Next 50,000 gallons \$ 4.91 per 1000 gallons  
Over 100,000 gallons \$ 3.43 per 1000 gallons

**Fancy Farm Water District Area**

First 2000 gallons \$13.10 minimum bill  
Next 3000 gallons \$3.35 per 1000 gallons  
Next 5000 gallons \$3.18 per 1000 gallons  
Next 10,000 gallons \$2.98 per 1000 gallons  
Over 20,000 gallons \$2.70 per 1000 gallons  
Wholesale rate to City of Milburn: \$2.17 Minimum bill

**Fancy Farm Sewer Rates Monthly Rates**

Residential \$ 35.34  
Residential with Grinder pump \$ 34.34  
Fancy Farm School \$35.34 per residential equivalent

Date of Issue September 8 2008 Date Effective August 29 2008

Issued By: Johnny Dowdy Title Chairman  
Signature of Officer

Issued by Authority of Case No. 2007-00496

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
8/29/2008  
PURSUANT TO 807 KAR 5:011  
SECTION 9 (1)

By [Signature]  
Executive Director



Monday Dec 12, 2011

[Contact Us](#) [En Espanol](#) [Home](#)

Search...

[Home](#) [Electric](#) [Water](#) [Wastewater](#) [Internet](#) [Districts](#) [Customer Service](#) [Community](#) [About Us](#)

[Districts](#) [Graves County](#) [Consumers Area](#) [Rates](#)

## Consumers Water District Rates

Consumers Water District furnishes water service to South and Southeastern Graves County, Kentucky.

Effective April 2007

### Water Rate Schedule

#### *5/8" x 3/4" Meter*

FIRST 2,000 GALLONS	\$12.01 PER MONTH
NEXT 8,000 GALLONS	2.95 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	2.73 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

#### *1" Meter*

FIRST 10,000 GALLONS	\$35.61 PER MONTH
NEXT 10,000 GALLONS	2.73 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

#### *2" Meter*

FIRST 20,000 GALLONS	\$62.91 PER MONTH
NEXT 30,000 GALLONS	2.53 PER MONTH PER 1,000 GALLONS
OVER 50,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS

## Special Non-Recurring Charges

DEPOSIT	\$40.00
CONNECTION CHARGE	\$25.00
RECONNECTION CHARGE	\$25.00
RETURNED CHECK CHARGE	\$25.00
SERVICE CHARGE	\$25.00
AFTER-HOURS SERVICE CHARGE	\$75.00
LATE PAYMENT NOTICE CHARGE	\$2.00
TAP ON FEE - 5/8" - 3/4" METER	\$450.00
TAP ON FEE - METERS LARGER THAN 3/4"	QUOTE

Mayfield Electric & Water Systems  
301 East Broadway  
PO Box 347  
Mayfield, KY 42060

Phone: 270-247-4661  
Fax: 270-247-0550  
Office Hours: M-F 7:00am-4:30pm  
After Hours: 270-247-3531

© Mayfield Electric and Water Systems  
Design by West Kentucky Digital Designs  
Back to Top

Monday Dec 12, 2011

[Contact Us](#) [En Espanol](#) [Home](#)

Search...

[Home](#) [Electric](#) [Water](#) [Wastewater](#) [Internet](#) [Districts](#) [Customer Service](#) [Community](#) [About Us](#)

[Districts](#) [Graves County](#) [Fancy Farm Area](#) [Water](#) [Rates](#)

## Fancy Farm Water District Rates

Fancy Farm Water District furnishes water and sewer service to West Graves County, East Carlisle County and Milburn, Kentucky.

Effective October 1997.

### Water Rate Schedule

FIRST 2,000 GALLONS	\$13.10 PER MONTH
NEXT 3,000 GALLONS	3.35 PER MONTH PER 1,000 GALLONS
NEXT 5,000 GALLONS	3.18 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	2.98 PER MONTH PER 1,000 GALLONS
OVER 20,000 GALLONS	2.70 PER MONTH PER 1,000 GALLONS

### Special Non-Recurring Charges

DEPOSIT	\$40.00
CONNECTION CHARGE	\$25.00
RECONNECTION CHARGE	\$25.00
RETURNED CHECK CHARGE	\$25.00
SERVICE CHARGE	\$25.00
AFTER-HOURS SERVICE CHARGE	\$75.00
LATE PAYMENT NOTICE CHARGE	\$2.00
WATER TAP ON FEE - 5/8" - 3/4" METER	\$450.00
WATER TAP ON FEE - METERS LARGER THAN 3/4"	QUOTE
SEWER TAP ON FEE - NORMAL	\$300.00
SEWER TAP ON FEE - SPECIAL	QUOTE

For more detailed information or for questions concerning these rates, please call our main office.

Mayfield Electric & Water Systems  
301 East Broadway  
PO Box 347  
Mayfield, KY 42066

Phone: 270-247-4661  
Fax: 270-247-0550  
Office Hours: M-F 7:00am-4:30pm  
After Hours: 270-247-3531

© Mayfield Electric and Water Systems  
Design by West Kentucky Digital Designs  
[Back to Top](#)

Monday Dec 12, 2011

[Contact Us](#) [En Espanol](#) [Home](#)

Search...

[Home](#) [Electric](#) [Water](#) [Wastewater](#) [Internet](#) [Districts](#) [Customer Service](#) [Community](#) [About Us](#)

[Districts](#) [Graves County](#) [South Graves Area](#) [Rates](#)

## South Graves Water District Rates

South Graves Water District furnishes water service to South Graves County, Kentucky.

Effective August 2000

### Water Rate Schedule

FIRST 2,000 GALLONS	\$14.25 PER MONTH
NEXT 3,000 GALLONS	6.87 PER MONTH PER 1,000 GALLONS
NEXT 5,000 GALLONS	6.62 PER MONTH PER 1,000 GALLONS
NEXT 10,000 GALLONS	6.38 PER MONTH PER 1,000 GALLONS
NEXT 30,000 GALLONS	5.89 PER MONTH PER 1,000 GALLONS
NEXT 50,000 GALLONS	4.91 PER MONTH PER 1,000 GALLONS
OVER 100,000 GALLONS	3.43 PER MONTH PER 1,000 GALLONS

### Special Non-Recurring Charges

DEPOSIT	\$40.00
CONNECTION CHARGE	\$25.00
RECONNECTION CHARGE	\$25.00
RETURNED CHECK CHARGE	\$25.00
SERVICE CHARGE	\$25.00
AFTER-HOURS SERVICE CHARGE	\$75.00
LATE PAYMENT NOTICE CHARGE	\$2.00
TAP ON FEE - 5/8" - 3/4" METER	\$450.00
TAP ON FEE - METERS LARGER THAN 3/4"	QUOTE

For more detailed information or for questions concerning these rates, please call our main office.

Mayfield Electric & Water Systems  
301 East Broadway  
PO Box 347  
Mayfield, KY 42066

Phone: 270-247-4661  
Fax: 270-247-0550  
Office Hours: M-F 7:00am-4:30pm  
After Hours: 270-247-3531

© Mayfield Electric and Water Systems  
Design by West Kentucky Digital Designs  
Back to Top

Monday Dec 12, 2011

[Contact Us](#) [En Espanol](#) [Home](#)

Search...

[Home](#) [Electric](#) [Water](#) [Wastewater](#) [Internet](#) [Districts](#) [Customer Service](#) [Community](#) [About Us](#)

[Districts](#) [Graves County](#) [Hardeman Area](#) [Rates](#)

## Hardeman Water District Rates

Hardeman Water District furnishes water service to a five mile area east, northeast of Mayfield, Kentucky.

Effective June 2003.

### Water Rate Schedule

#### *5/8" x 3/4" Meter*

FIRST 2,000 GALLONS	\$13.10 PER MONTH
NEXT 3,000 GALLONS	2.75 PER MONTH PER 1,000 GALLONS
NEXT 15,000 GALLONS	2.12 PER MONTH PER 1,000 GALLONS
OVER 20,000 GALLONS	1.80 PER MONTH PER 1,000 GALLONS

### Special Non-Recurring Charges

DEPOSIT - HOUSES	\$15.00
DEPOSIT - TRAILERS	\$20.00
CONNECTION CHARGE	\$10.00
RECONNECTION CHARGE	
RETURNED CHECK CHARGE	
SERVICE CHARGE	
AFTER-HOURS SERVICE CHARGE	
LATE PAYMENT NOTICE CHARGE	
TAP ON FEE - 5/8" - 3/4" METER	\$300.00
TAP ON FEE - METERS LARGER THAN 3/4"	QUOTE

for more detailed information or for questions concerning these rates, please call our main office.

Mayfield Electric & Water Systems  
201 East Broadway  
PO Box 347  
Mayfield, KY 42066

Phone: 270-247-4661  
Fax: 270-247-0550  
Office Hours: M-F 7:00am-4:30pm  
After Hours: 270-247-3531

© Mayfield Electric and Water Systems  
Design by West Kentucky Digital Designs  
Back to Top



EXHIBIT D

RESOLUTION

RESOLUTION OF THE GRAVES COUNTY WATER DISTRICT APPROVING AND AUTHORIZING AN ASSISTANCE AGREEMENT BETWEEN THE GRAVES COUNTY WATER DISTRICT AND THE KENTUCKY INFRASTRUCTURE AUTHORITY.

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Graves County Water District, as follows:

SECTION 1. That the governing authority hereby approves and authorizes of the Assistance Agreement between the Governmental Agency and the Authority substantially in the form on file with the Governmental Agency for the purpose of providing the necessary financing to the Governmental Agency for the Project.

SECTION 2. That any officer of the Governmental Agency be and hereby is 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 \_\_\_\_\_, 2011.

\_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Graves County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said District at a meeting duly held on \_\_\_\_\_, 2011; 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 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness my signature this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Recording Officer

EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Agency]

[Date]

Kentucky Infrastructure Authority  
1024 Capital Center Drive  
Suite 340  
Frankfort, Kentucky 40601

RE: Assistance Agreement by and between Kentucky Infrastructure Authority and the Graves County Water District, dated as of November 1, 2011

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 Graves County Water District, hereinafter referred to as 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 infrastructure project (the "Project") with respect to which the Assistance Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Governmental Agency is being authorized, executed and delivered.

I have reviewed the form of Assistance Agreement by and between the Authority and the Governmental Agency, the resolution or ordinance 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 political subdivision or body politic 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 had or taken by the Governmental Agency for the authorization, execution or delivery of the Assistance Agreement has or have been repealed, rescinded, or revoked.

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

Very truly yours,

EXHIBIT F

TO ASSISTANCE AGREEMENT BETWEEN  
THE GRAVES COUNTY WATER DISTRICT  
("GOVERNMENTAL AGENCY") AND  
THE KENTUCKY INFRASTRUCTURE AUTHORITY

Total Loan to be Repaid by  
Governmental Agency to  
Kentucky Infrastructure Authority \$ \_\_\_\_\_

Principal and Interest Payable  
on Each \_\_\_\_\_ and

It is understood and agreed by the parties to this Assistance Agreement that this Exhibit F is an integral part of the Assistance Agreement between the Governmental Agency and the Kentucky Infrastructure Authority.

IN WITNESS WHEREOF, the parties have caused this Exhibit F to Assistance Agreement to be executed by their respective duly authorized officers as of the date of said Assistance Agreement.

KENTUCKY INFRASTRUCTURE AUTHORITY

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

Title: \_\_\_\_\_

GRAVES COUNTY WATER DISTRICT  
GOVERNMENTAL AGENCY

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

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENTS

NONE

60572v1

2-

# Attachment #9



KENTUCKY INFRASTRUCTURE AUTHORITY  
 REPAYMENT SCHEDULE  
 LOAN #B11-02  
 GRAVES COUNTY WATER DISTRICT  
 FINAL

Original Loan Amount \$ 1,000,000.00  
 Principal Forgiven \$ (220,000.00)  
 Amount to be Amortized \$ 780,000.00

2.00% Rate  
 \$23,755.37 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
								\$780,000.00		
06/01/14	\$15,955.37	\$7,776.73	2.00%	\$23,732.10	\$780.00	\$0.00	\$24,512.10	\$764,044.63	\$0.00	\$0.00
12/01/14	\$16,114.92	\$7,640.45	2.00%	\$23,755.37	\$764.04	\$0.00	\$24,519.41	\$747,929.71	\$2,500.00 ✓	\$2,500.00
06/01/15	\$16,276.07	\$7,479.30	2.00%	\$23,755.37	\$747.93	\$0.00	\$24,503.30	\$731,653.64	\$0.00	\$2,500.00
12/01/15	\$16,438.83	\$7,316.54	2.00%	\$23,755.37	\$731.65	\$0.00	\$24,487.02	\$715,214.81	\$2,500.00 ✓	\$5,000.00
06/01/16	\$16,603.22	\$7,152.15	2.00%	\$23,755.37	\$715.21	\$0.00	\$24,470.58	\$698,611.59	\$0.00	\$5,000.00
12/01/16	\$16,769.25	\$6,986.12	2.00%	\$23,755.37	\$698.61	\$0.00	\$24,453.98	\$681,842.34	\$2,500.00 ✓	\$7,500.00
06/01/17	\$16,936.95	\$6,818.42	2.00%	\$23,755.37	\$681.84	\$0.00	\$24,437.21	\$664,905.39	\$0.00	\$7,500.00
12/01/17	\$17,106.32	\$6,649.05	2.00%	\$23,755.37	\$664.91	\$0.00	\$24,420.28	\$647,799.07	\$2,500.00 ✓	\$10,000.00
06/01/18	\$17,277.38	\$6,477.99	2.00%	\$23,755.37	\$647.80	\$0.00	\$24,403.17	\$630,521.69	\$0.00	\$10,000.00
12/01/18	\$17,450.15	\$6,305.22	2.00%	\$23,755.37	\$630.52	\$0.00	\$24,385.89	\$613,071.54	\$2,500.00 ✓	\$12,500.00
06/01/19	\$17,624.65	\$6,130.72	2.00%	\$23,755.37	\$613.07	\$0.00	\$24,368.44	\$595,446.89	\$0.00	\$12,500.00
12/01/19	\$17,800.90	\$5,954.47	2.00%	\$23,755.37	\$595.45	\$0.00	\$24,350.82	\$577,645.99	\$2,500.00 ✓	\$15,000.00
06/01/20	\$17,978.91	\$5,776.46	2.00%	\$23,755.37	\$577.65	\$0.00	\$24,333.02	\$559,667.08	\$0.00	\$15,000.00
12/01/20	\$18,158.70	\$5,596.67	2.00%	\$23,755.37	\$559.67	\$0.00	\$24,315.04	\$541,508.38	\$2,500.00 ✓	\$17,500.00
06/01/21	\$18,340.29	\$5,415.08	2.00%	\$23,755.37	\$541.51	\$0.00	\$24,296.88	\$523,168.09	\$0.00	\$17,500.00
12/01/21	\$18,523.69	\$5,231.68	2.00%	\$23,755.37	\$523.17	\$0.00	\$24,278.54	\$504,644.40	\$2,500.00 ✓	\$20,000.00
06/01/22	\$18,708.93	\$5,046.44	2.00%	\$23,755.37	\$504.64	\$0.00	\$24,260.01	\$485,935.47	\$0.00	\$20,000.00
12/01/22	\$18,896.02	\$4,859.35	2.00%	\$23,755.37	\$485.94	\$0.00	\$24,241.31	\$467,039.45	\$2,500.00 ✓	\$22,500.00
06/01/23	\$19,084.98	\$4,670.39	2.00%	\$23,755.37	\$467.04	\$0.00	\$24,222.41	\$447,954.47	\$0.00	\$22,500.00
12/01/23	\$19,275.83	\$4,479.54	2.00%	\$23,755.37	\$447.95	\$0.00	\$24,203.32	\$428,678.64	\$2,500.00 ✓	\$25,000.00
06/01/24	\$19,468.58	\$4,286.79	2.00%	\$23,755.37	\$428.68	\$0.00	\$24,184.05	\$409,210.06	\$0.00	\$25,000.00
12/01/24	\$19,663.27	\$4,092.10	2.00%	\$23,755.37	\$409.21	\$0.00	\$24,164.58	\$389,546.79	\$0.00	\$25,000.00
06/01/25	\$19,859.90	\$3,895.47	2.00%	\$23,755.37	\$389.55	\$0.00	\$24,144.92	\$369,686.89	\$0.00	\$25,000.00
12/01/25	\$20,058.50	\$3,696.87	2.00%	\$23,755.37	\$369.69	\$0.00	\$24,125.06	\$349,628.39	\$0.00	\$25,000.00
06/01/26	\$20,259.09	\$3,496.28	2.00%	\$23,755.37	\$349.63	\$0.00	\$24,105.00	\$329,369.30	\$0.00	\$25,000.00
12/01/26	\$20,461.68	\$3,293.69	2.00%	\$23,755.37	\$329.37	\$0.00	\$24,084.74	\$308,907.62	\$0.00	\$25,000.00
06/01/27	\$20,666.29	\$3,089.08	2.00%	\$23,755.37	\$308.91	\$0.00	\$24,064.28	\$288,241.33	\$0.00	\$25,000.00
12/01/27	\$20,872.96	\$2,882.41	2.00%	\$23,755.37	\$288.24	\$0.00	\$24,043.61	\$267,368.37	\$0.00	\$25,000.00
06/01/28	\$21,081.69	\$2,673.68	2.00%	\$23,755.37	\$267.37	\$0.00	\$24,022.74	\$246,286.68	\$0.00	\$25,000.00
12/01/28	\$21,292.50	\$2,462.87	2.00%	\$23,755.37	\$246.29	\$0.00	\$24,001.66	\$224,994.18	\$0.00	\$25,000.00
06/01/29	\$21,505.43	\$2,249.94	2.00%	\$23,755.37	\$224.99	\$0.00	\$23,980.36	\$203,488.75	\$0.00	\$25,000.00
12/01/29	\$21,720.48	\$2,034.89	2.00%	\$23,755.37	\$203.49	\$0.00	\$23,958.86	\$181,768.27	\$0.00	\$25,000.00
06/01/30	\$21,937.69	\$1,817.68	2.00%	\$23,755.37	\$181.77	\$0.00	\$23,937.14	\$159,830.58	\$0.00	\$25,000.00
12/01/30	\$22,157.06	\$1,598.31	2.00%	\$23,755.37	\$159.83	\$0.00	\$23,915.20	\$137,673.52	\$0.00	\$25,000.00
06/01/31	\$22,378.63	\$1,376.74	2.00%	\$23,755.37	\$137.67	\$0.00	\$23,893.04	\$115,294.89	\$0.00	\$25,000.00
12/01/31	\$22,602.42	\$1,152.95	2.00%	\$23,755.37	\$115.29	\$0.00	\$23,870.66	\$92,692.47	\$0.00	\$25,000.00
06/01/32	\$22,828.45	\$926.92	2.00%	\$23,755.37	\$92.69	\$0.00	\$23,848.06	\$69,864.02	\$0.00	\$25,000.00
12/01/32	\$23,056.73	\$698.64	2.00%	\$23,755.37	\$69.86	\$0.00	\$23,825.23	\$46,807.29	\$0.00	\$25,000.00
06/01/33	\$23,287.30	\$468.07	2.00%	\$23,755.37	\$46.81	\$0.00	\$23,802.18	\$23,519.99	\$0.00	\$25,000.00
12/01/33	\$23,519.99	\$235.38	2.00%	\$23,755.37	\$23.52	\$0.00	\$23,778.89	\$0.00	\$0.00	\$25,000.00
<b>Totals</b>	<b>\$780,000.00</b>	<b>\$170,191.53</b>		<b>\$950,191.53</b>	<b>\$17,021.46</b>	<b>\$0.00</b>	<b>\$967,212.99</b>		<b>\$25,000.00</b>	

KENTUCKY INFRASTRUCTURE AUTHORITY  
REPAYMENT SCHEDULE  
LOAN #B07-03  
Graves County Water District  
ESTIMATE

*Scott Graves*

0.40% Rate  
\$25,858.85 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
								\$849,154.00		
12/01/09	\$24,160.54	\$1,698.31	0.40%	\$25,858.85	\$849.15	\$0.00	\$26,708.01	\$824,993.46	\$	\$
06/01/10	\$24,208.86	\$1,649.99	0.40%	\$25,858.85	\$824.99	\$0.00	\$26,683.85	\$800,784.60	\$	\$
12/01/10	\$24,257.28	\$1,601.57	0.40%	\$25,858.85	\$800.78	\$0.00	\$26,659.64	\$776,527.31	\$	\$
06/01/11	\$24,305.80	\$1,553.05	0.40%	\$25,858.85	\$776.53	\$0.00	\$26,635.38	\$752,221.51	\$	\$
12/01/11	\$24,354.41	\$1,504.44	0.40%	\$25,858.85	\$752.22	\$0.00	\$26,611.07	\$727,867.10	\$	\$
06/01/12	\$24,403.12	\$1,455.73	0.40%	\$25,858.85	\$727.87	\$0.00	\$26,586.72	\$703,463.98	\$	\$
12/01/12	\$24,451.92	\$1,406.93	0.40%	\$25,858.85	\$703.46	\$0.00	\$26,562.32	\$679,012.06	\$	\$
06/01/13	\$24,500.83	\$1,358.02	0.40%	\$25,858.85	\$679.01	\$0.00	\$26,537.86	\$654,511.23	\$	\$
12/01/13	\$24,549.83	\$1,309.02	0.40%	\$25,858.85	\$654.51	\$0.00	\$26,513.36	\$629,961.39	\$	\$
06/01/14	\$24,598.93	\$1,259.92	0.40%	\$25,858.85	\$629.96	\$0.00	\$26,488.81	\$605,362.46	\$	\$
12/01/14	\$24,648.13	\$1,210.72	0.40%	\$25,858.85	\$605.36	\$0.00	\$26,464.21	\$580,714.33	\$	\$
06/01/15	\$24,697.42	\$1,161.43	0.40%	\$25,858.85	\$580.71	\$0.00	\$26,439.57	\$556,016.91	\$	\$
12/01/15	\$24,746.82	\$1,112.03	0.40%	\$25,858.85	\$556.02	\$0.00	\$26,414.87	\$531,270.09	\$	\$
06/01/16	\$24,796.31	\$1,062.54	0.40%	\$25,858.85	\$531.27	\$0.00	\$26,390.12	\$506,473.77	\$	\$
12/01/16	\$24,845.90	\$1,012.95	0.40%	\$25,858.85	\$506.47	\$0.00	\$26,365.33	\$481,627.87	\$	\$
06/01/17	\$24,895.59	\$963.26	0.40%	\$25,858.85	\$481.63	\$0.00	\$26,340.48	\$456,732.28	\$	\$
12/01/17	\$24,945.39	\$913.46	0.40%	\$25,858.85	\$456.73	\$0.00	\$26,315.58	\$431,786.89	\$	\$
06/01/18	\$24,995.28	\$863.57	0.40%	\$25,858.85	\$431.79	\$0.00	\$26,290.64	\$406,791.61	\$	\$
12/01/18	\$25,045.27	\$813.58	0.40%	\$25,858.85	\$406.79	\$0.00	\$26,265.64	\$381,746.33	\$	\$
06/01/19	\$25,095.36	\$763.49	0.40%	\$25,858.85	\$381.75	\$0.00	\$26,240.60	\$356,650.97	\$	\$
12/01/19	\$25,145.55	\$713.30	0.40%	\$25,858.85	\$356.65	\$0.00	\$26,215.50	\$331,505.42	\$	\$
06/01/20	\$25,195.84	\$663.01	0.40%	\$25,858.85	\$331.51	\$0.00	\$26,190.36	\$306,309.58	\$	\$
12/01/20	\$25,246.23	\$612.62	0.40%	\$25,858.85	\$306.31	\$0.00	\$26,165.16	\$281,063.35	\$	\$
06/01/21	\$25,296.72	\$562.13	0.40%	\$25,858.85	\$281.06	\$0.00	\$26,139.92	\$255,766.63	\$	\$
12/01/21	\$25,347.32	\$511.53	0.40%	\$25,858.85	\$255.77	\$0.00	\$26,114.62	\$230,419.30	\$	\$
06/01/22	\$25,398.01	\$460.84	0.40%	\$25,858.85	\$230.42	\$0.00	\$26,089.27	\$205,021.29	\$	\$
12/01/22	\$25,448.81	\$410.04	0.40%	\$25,858.85	\$205.02	\$0.00	\$26,063.67	\$179,572.48	\$	\$
06/01/23	\$25,499.71	\$359.14	0.40%	\$25,858.85	\$179.57	\$0.00	\$26,038.42	\$154,072.77	\$	\$
12/01/23	\$25,550.70	\$308.15	0.40%	\$25,858.85	\$154.07	\$0.00	\$26,012.92	\$128,522.07	\$	\$
06/01/24	\$25,601.81	\$257.04	0.40%	\$25,858.85	\$128.52	\$0.00	\$25,987.37	\$102,920.25	\$	\$
12/01/24	\$25,653.01	\$205.84	0.40%	\$25,858.85	\$102.92	\$0.00	\$25,961.77	\$77,267.24	\$	\$
06/01/25	\$25,704.32	\$154.53	0.40%	\$25,858.85	\$77.27	\$0.00	\$25,936.12	\$51,582.92	\$	\$
12/01/25	\$25,755.72	\$103.13	0.40%	\$25,858.85	\$51.56	\$0.00	\$25,910.41	\$25,807.20	\$	\$
06/01/26	\$25,807.20	\$51.61	0.40%	\$25,858.85	\$25.81	\$0.00	\$25,884.66	(\$0.00)	\$	\$
<b>Totals</b>	<b>\$849,154.00</b>	<b>\$30,046.92</b>		<b>\$879,200.96</b>	<b>\$15,023.48</b>	<b>\$0.00</b>	<b>\$894,224.44</b>		<b>\$0.00</b>	

Created by KIA on 8/21/2009

*balance is off by 1 6 month period  
Maturity Date = 12/1/2026*

Reserve = 5% of original loan  
\$ 29,838.81

KENTUCKY INFRASTRUCTURE AUTHORITY  
REPAYMENT SCHEDULE  
LOAN #B05-04  
Fancy Farm Water District  
Final - After Pay Down

0.48% Rate  
\$10,439.20 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance
12/01/06	\$14,232.62	\$1,432.26	0.48%	\$15,664.88	\$586.78	\$0.00	\$16,261.66	\$596,776.35
06/01/07	\$14,266.76	\$1,398.10	0.48%	\$15,664.88	\$582.54	\$0.00	\$16,247.42	\$568,276.95
12/01/07	\$14,301.02	\$1,363.86	0.48%	\$15,664.88	\$568.28	\$0.00	\$16,233.16	\$553,975.93
06/01/08	\$14,335.34	\$1,329.54	0.48%	\$15,664.88	\$553.98	\$0.00	\$16,218.86	\$539,640.59
12/01/08	\$14,369.74	\$1,295.14	0.48%	\$15,664.88	\$539.64	\$0.00	\$16,204.52	\$525,270.85
06/01/09	\$14,404.23	\$1,260.65	0.48%	\$15,664.88	\$525.27	\$0.00	\$16,190.15	\$510,868.63
08/31/09	\$170,421.00	\$0.00	0.00%	\$170,421.00	\$0.00	\$0.00	\$170,421.00	\$340,445.63
12/01/09	\$9,622.13	\$1,021.01	0.48%	\$10,643.15	\$510.87	\$0.00	\$11,164.01	\$330,823.49
06/01/10	\$9,645.22	\$793.98	0.48%	\$10,439.20	\$330.82	\$0.00	\$10,770.02	\$321,178.27
12/01/10	\$9,668.37	\$770.83	0.48%	\$10,439.20	\$321.18	\$0.00	\$10,760.38	\$311,509.90
06/01/11	\$9,691.58	\$747.62	0.48%	\$10,439.20	\$311.51	\$0.00	\$10,750.71	\$301,818.32
12/01/11	\$9,714.84	\$724.36	0.48%	\$10,439.20	\$301.82	\$0.00	\$10,741.02	\$292,103.48
06/01/12	\$9,738.15	\$701.05	0.48%	\$10,439.20	\$292.10	\$0.00	\$10,731.30	\$282,365.33
12/01/12	\$9,761.52	\$677.68	0.48%	\$10,439.20	\$282.37	\$0.00	\$10,721.57	\$272,603.81
06/01/13	\$9,784.95	\$654.25	0.48%	\$10,439.20	\$272.60	\$0.00	\$10,711.80	\$262,818.86
12/01/13	\$9,808.43	\$630.77	0.48%	\$10,439.20	\$262.82	\$0.00	\$10,702.02	\$253,010.43
06/01/14	\$9,831.97	\$607.23	0.48%	\$10,439.20	\$253.01	\$0.00	\$10,692.21	\$243,178.45
12/01/14	\$9,855.57	\$583.63	0.48%	\$10,439.20	\$243.18	\$0.00	\$10,682.38	\$233,322.88
06/01/15	\$9,879.23	\$559.97	0.48%	\$10,439.20	\$233.32	\$0.00	\$10,672.52	\$223,443.56
12/01/15	\$9,902.94	\$536.26	0.48%	\$10,439.20	\$223.44	\$0.00	\$10,662.64	\$213,540.71
06/01/16	\$9,926.70	\$512.50	0.48%	\$10,439.20	\$213.54	\$0.00	\$10,652.74	\$203,614.01
12/01/16	\$9,950.53	\$488.67	0.48%	\$10,439.20	\$203.61	\$0.00	\$10,642.82	\$193,663.48
06/01/17	\$9,974.41	\$464.79	0.48%	\$10,439.20	\$193.66	\$0.00	\$10,632.86	\$183,689.07
12/01/17	\$9,998.35	\$440.85	0.48%	\$10,439.20	\$183.69	\$0.00	\$10,622.89	\$173,690.72
06/01/18	\$10,022.34	\$416.86	0.48%	\$10,439.20	\$173.69	\$0.00	\$10,612.89	\$163,668.36
12/01/18	\$10,046.40	\$392.80	0.48%	\$10,439.20	\$163.67	\$0.00	\$10,602.67	\$153,621.97
06/01/19	\$10,070.51	\$368.69	0.48%	\$10,439.20	\$153.62	\$0.00	\$10,592.82	\$143,551.46
12/01/19	\$10,094.68	\$344.52	0.48%	\$10,439.20	\$143.55	\$0.00	\$10,582.75	\$133,456.78
06/01/20	\$10,118.90	\$320.30	0.48%	\$10,439.20	\$133.46	\$0.00	\$10,572.66	\$123,337.88
12/01/20	\$10,143.19	\$296.01	0.48%	\$10,439.20	\$123.34	\$0.00	\$10,562.54	\$113,194.69
06/01/21	\$10,167.53	\$271.67	0.48%	\$10,439.20	\$113.19	\$0.00	\$10,552.40	\$103,027.16
12/01/21	\$10,191.93	\$247.27	0.48%	\$10,439.20	\$103.03	\$0.00	\$10,542.23	\$92,835.23
06/01/22	\$10,216.40	\$222.80	0.48%	\$10,439.20	\$92.84	\$0.00	\$10,532.04	\$82,618.83
12/01/22	\$10,240.91	\$198.29	0.48%	\$10,439.20	\$82.62	\$0.00	\$10,521.82	\$72,377.82
06/01/23	\$10,265.49	\$173.71	0.48%	\$10,439.20	\$72.38	\$0.00	\$10,511.58	\$62,112.42
12/01/23	\$10,290.13	\$149.07	0.48%	\$10,439.20	\$62.11	\$0.00	\$10,501.31	\$51,822.29
06/01/24	\$10,314.83	\$124.37	0.48%	\$10,439.20	\$51.82	\$0.00	\$10,491.02	\$41,507.46
12/01/24	\$10,339.58	\$99.62	0.48%	\$10,439.20	\$41.51	\$0.00	\$10,480.71	\$31,167.88
06/01/25	\$10,364.40	\$74.80	0.48%	\$10,439.20	\$31.17	\$0.00	\$10,470.37	\$20,803.48
12/01/25	\$10,389.27	\$49.93	0.48%	\$10,439.20	\$20.86	\$0.00	\$10,460.00	\$10,414.21
06/01/26	\$10,414.21	\$24.99	0.48%	\$10,439.20	\$10.41	\$0.00	\$10,449.82	(\$0.00)
<b>Totals</b>	<b>\$596,776.35</b>	<b>\$22,770.70</b>		<b>\$619,547.06</b>	<b>\$9,573.24</b>	<b>\$0.00</b>	<b>\$629,120.30</b>	

# Attachment #10

**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Steve Mason  
\_\_\_\_\_  
(Print Name)

  
\_\_\_\_\_  
(Signed)

Board Member, Graves County Water District  
\_\_\_\_\_  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Groves

Subscribed and sworn to before me by Steve Mason  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heather Payne  
NOTARY PUBLIC  
State-at-Large

**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Darren Stone  
(Print Name)

 2/25/25  
(Signed)

Board Member, Graves County Water District Boar  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Groves

Subscribed and sworn to before me by Darren Stone  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heathu Paige  
NOTARY PUBLIC  
State-at-Large



**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Brent Shultz  
(Print Name)

  
(Signed)

Operational Manager, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

Subscribed and sworn to before me by Brent Shultz  
(Name)

this 25 day of February, 2025.

Heather Payne  
NOTARY PUBLIC  
State-at-Large

**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Mickey Grooms  
(Print Name)

  
(Signed)

Board Member, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Grawls

Subscribed and sworn to before me by Mickey Grooms  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heather Payne  
NOTARY PUBLIC  
State-at-Large

**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Phillip Carr  
(Print Name)

  
(Signed)

Board Member, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

Subscribed and sworn to before me by Phillip Carr  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heather Payne  
NOTARY PUBLIC  
State-at-Large

**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Bill Sears  
(Print Name)

  
(Signed)

Chairman, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

Subscribed and sworn to before me by Bill Sears  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heath Payne  
NOTARY PUBLIC  
State-at-Large




**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Jacob Chamber  
(Print Name)

  
(Signed)

Secretary-Treasurer, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

Subscribed and sworn to before me by Jacob Chambers  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heather Payne  
NOTARY PUBLIC  
State-at-Large

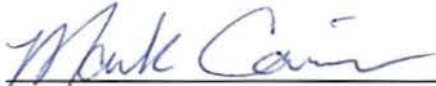
**STATEMENT OF DISCLOSURE OF  
RELATED PARTY TRANSACTIONS**

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

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

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

Mark Carrico  
(Print Name)

  
(Signed)

Vice-Chairman, Graves County Water District  
(Position/Office)

\* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a dependent for tax purposes of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility or his or her spouse; or who is a member of the household of any Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility.

COMMONWEALTH OF KENTUCKY

COUNTY OF Graves

Subscribed and sworn to before me by Mark Carrico  
(Name)

this 25<sup>th</sup> day of February, 2025.

Heath Payne  
NOTARY PUBLIC  
State-at-Large

# Attachment #11

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

**WHEREAS**, the Graves County Water District (District) is a water District created and organized under the provisions of KRS Chapter 273. The District is subject to the jurisdiction of the Kentucky Public Service Commission (“PSC”);

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

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

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

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


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

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


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

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

**ADOPTED BY THE BOARD OF COMMISSIONERS OF GRAVES COUNTY WATER DISTRICT** at a meeting held on February 25, 2025, signed by the Chairman, and attested by the Secretary.

  
\_\_\_\_\_  
**PRESIDENT**


ATTEST:

  
\_\_\_\_\_  
**SECRETARY**

**CERTIFICATION**

I, Secretary of the Graves County Water District (the “District”), do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District at a meeting properly held on February 25, 2025, signed by the President of the District, attested by me as Secretary, and now in full force and effect.

WITNESS my hand this 25th day of February, 2025.

  
\_\_\_\_\_  
**SECRETARY**

Appendix A  
Existing and Phase 1 Proposed Rates  
Graves County Water District

			Existing Rates	Proposed Phase 1 Rates	Differences
<b>5/8-Inch x 3/4-Inch Meter</b>					
First	2,000	Gallons	\$ 15.45 Min. Bill	\$ 18.57 Min. Bill	\$ 3.12
Next	8,000	Gallons	0.00603 per Gallon	0.00727 per Gallon	0.001240
Next	10,000	Gallons	0.00540 per Gallon	0.00651 per Gallon	0.001110
Next	30,000	Gallons	0.00477 per Gallon	0.00575 per Gallon	0.000980
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>1-Inch Meter</b>					
First	5,000	Gallons	\$ 33.53 Min. Bill	\$ 40.27 Min. Bill	\$ 6.74
Next	5,000	Gallons	0.00603 per Gallon	0.00727 per Gallon	0.001240
Next	10,000	Gallons	0.00540 per Gallon	0.00651 per Gallon	0.001110
Next	30,000	Gallons	0.00477 per Gallon	0.00575 per Gallon	0.000980
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>1 1/2-Inch Meter</b>					
First	7,500	Gallons	\$ 48.62 Min. Bill	\$ 58.37 Min. Bill	\$ 9.75
Next	2,500	Gallons	0.00603 per Gallon	0.00727 per Gallon	0.001240
Next	10,000	Gallons	0.00540 per Gallon	0.00651 per Gallon	0.001110
Next	30,000	Gallons	0.00477 per Gallon	0.00575 per Gallon	0.000980
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>2-Inch Meter</b>					
First	20,000	Gallons	\$ 117.68 Min. Bill	\$ 141.25 Min. Bill	\$ 23.57
Next	30,000	Gallons	0.00477 per Gallon	0.00575 per Gallon	0.000980
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>3-Inch Meter</b>					
First	30,000	Gallons	\$ 165.58 Min. Bill	\$ 198.73 Min. Bill	\$ 33.15
Next	20,000	Gallons	0.00477 per Gallon	0.00575 per Gallon	0.000980
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>4-Inch Meter</b>					
First	50,000	Gallons	\$ 260.85 Min. Bill	\$ 313.05 Min. Bill	\$ 52.20
Over	50,000	Gallons	0.00414 per Gallon	0.00500 per Gallon	0.000860
<b>Wholesale</b>			0.00307 per Gallon	0.00371 per Gallon	0.000640
<b>Water Loss Detection and Repair Surcharge</b>			\$ 5.00 Min. Bill	\$ 5.00 Min. Bill	\$ -



Appendix A (Cont.)  
Phase 1 and Phase 2 Proposed Rates  
Graves County Water District

			Proposed Phase 1 Rates	Proposed Phase 2 Rates	Differences
<b>5/8-Inch x 3/4-Inch Meter</b>					
First	2,000	Gallons	\$ 18.57 Min. Bill	\$ 19.50 Min. Bill	\$ 0.93
Next	8,000	Gallons	0.00727 per Gallon	0.00763 per Gallon	0.000360
Next	10,000	Gallons	0.00651 per Gallon	0.00684 per Gallon	0.000330
Next	30,000	Gallons	0.00575 per Gallon	0.00604 per Gallon	0.000290
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>1-Inch Meter</b>					
First	5,000	Gallons	\$ 40.27 Min. Bill	\$ 42.29 Min. Bill	\$ 2.02
Next	5,000	Gallons	0.00727 per Gallon	0.00763 per Gallon	0.000360
Next	10,000	Gallons	0.00651 per Gallon	0.00684 per Gallon	0.000330
Next	30,000	Gallons	0.00575 per Gallon	0.00604 per Gallon	0.000290
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>1 1/2-Inch Meter</b>					
First	7,500	Gallons	\$ 58.37 Min. Bill	\$ 61.29 Min. Bill	\$ 2.92
Next	2,500	Gallons	0.00727 per Gallon	0.00763 per Gallon	0.000360
Next	10,000	Gallons	0.00651 per Gallon	0.00684 per Gallon	0.000330
Next	30,000	Gallons	0.00575 per Gallon	0.00604 per Gallon	0.000290
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>2-Inch Meter</b>					
First	20,000	Gallons	\$ 141.25 Min. Bill	\$ 148.32 Min. Bill	\$ 7.07
Next	30,000	Gallons	0.00575 per Gallon	0.00604 per Gallon	0.000290
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>3-Inch Meter</b>					
First	30,000	Gallons	\$ 198.73 Min. Bill	\$ 208.68 Min. Bill	\$ 9.95
Next	20,000	Gallons	0.00575 per Gallon	0.00604 per Gallon	0.000290
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>4-Inch Meter</b>					
First	50,000	Gallons	\$ 313.05 Min. Bill	\$ 328.72 Min. Bill	\$ 15.67
Over	50,000	Gallons	0.00500 per Gallon	0.00525 per Gallon	0.000250
<b>Wholesale</b>			0.00371 per Gallon	0.00390 per Gallon	0.000190
<b>Water Loss Detection and Repair Surcharge</b>			\$ 5.00 Min. Bill	\$ 5.00 Min. Bill	\$ -

Appendix A (Cont.)  
Phase 2 and Phase 3 Proposed Rates  
Graves County Water District

			Proposed Phase 2 Rates	Proposed Phase 3 Rates	Differences
<b>5/8-Inch x 3/4-Inch Meter</b>					
First	2,000	Gallons	\$ 19.50 Min. Bill	\$ 20.43 Min. Bill	\$ 0.93
Next	8,000	Gallons	0.00763 per Gallon	0.00799 per Gallon	0.000360
Next	10,000	Gallons	0.00684 per Gallon	0.00717 per Gallon	0.000330
Next	30,000	Gallons	0.00604 per Gallon	0.00633 per Gallon	0.000290
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>1-Inch Meter</b>					
First	5,000	Gallons	\$ 42.29 Min. Bill	\$ 44.31 Min. Bill	\$ 2.02
Next	5,000	Gallons	0.00763 per Gallon	0.00799 per Gallon	0.000360
Next	10,000	Gallons	0.00684 per Gallon	0.00717 per Gallon	0.000330
Next	30,000	Gallons	0.00604 per Gallon	0.00633 per Gallon	0.000290
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>1 1/2-Inch Meter</b>					
First	7,500	Gallons	\$ 61.29 Min. Bill	\$ 64.21 Min. Bill	\$ 2.92
Next	2,500	Gallons	0.00763 per Gallon	0.00799 per Gallon	0.000360
Next	10,000	Gallons	0.00684 per Gallon	0.00717 per Gallon	0.000330
Next	30,000	Gallons	0.00604 per Gallon	0.00633 per Gallon	0.000290
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>2-Inch Meter</b>					
First	20,000	Gallons	\$ 148.32 Min. Bill	\$ 155.39 Min. Bill	\$ 7.07
Next	30,000	Gallons	0.00604 per Gallon	0.00633 per Gallon	0.000290
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>3-Inch Meter</b>					
First	30,000	Gallons	\$ 208.68 Min. Bill	\$ 218.63 Min. Bill	\$ 9.95
Next	20,000	Gallons	0.00604 per Gallon	0.00633 per Gallon	0.000290
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>4-Inch Meter</b>					
First	50,000	Gallons	\$ 328.72 Min. Bill	\$ 344.39 Min. Bill	\$ 15.67
Over	50,000	Gallons	0.00525 per Gallon	0.00550 per Gallon	0.000250
<b>Wholesale</b>			0.00390 per Gallon	0.00409 per Gallon	0.000190
<b>Water Loss Detection and Repair Surcharge</b>			\$ 5.00 Min. Bill	\$ 5.00 Min. Bill	\$ -

Appendix A (Cont.)  
Phase 3 and Phase 4 Proposed Rates  
Graves County Water District

			Proposed Phase 3 Rates	Proposed Phase 4 Rates	Differences
<b>5/8-Inch x 3/4-Inch Meter</b>					
First	2,000	Gallons	\$ 20.43 Min. Bill	\$ 21.36 Min. Bill	\$ 0.93
Next	8,000	Gallons	0.00799 per Gallon	0.00835 per Gallon	0.000360
Next	10,000	Gallons	0.00717 per Gallon	0.00750 per Gallon	0.000330
Next	30,000	Gallons	0.00633 per Gallon	0.00662 per Gallon	0.000290
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>1-Inch Meter</b>					
First	5,000	Gallons	\$ 44.31 Min. Bill	\$ 46.33 Min. Bill	\$ 2.02
Next	5,000	Gallons	0.00799 per Gallon	0.00835 per Gallon	0.000360
Next	10,000	Gallons	0.00717 per Gallon	0.00750 per Gallon	0.000330
Next	30,000	Gallons	0.00633 per Gallon	0.00662 per Gallon	0.000290
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>1 1/2-Inch Meter</b>					
First	7,500	Gallons	\$ 64.21 Min. Bill	\$ 67.13 Min. Bill	\$ 2.92
Next	2,500	Gallons	0.00799 per Gallon	0.00835 per Gallon	0.000360
Next	10,000	Gallons	0.00717 per Gallon	0.00750 per Gallon	0.000330
Next	30,000	Gallons	0.00633 per Gallon	0.00662 per Gallon	0.000290
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>2-Inch Meter</b>					
First	20,000	Gallons	\$ 155.39 Min. Bill	\$ 162.46 Min. Bill	\$ 7.07
Next	30,000	Gallons	0.00633 per Gallon	0.00662 per Gallon	0.000290
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>3-Inch Meter</b>					
First	30,000	Gallons	\$ 218.63 Min. Bill	\$ 228.58 Min. Bill	\$ 9.95
Next	20,000	Gallons	0.00633 per Gallon	0.00662 per Gallon	0.000290
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>4-Inch Meter</b>					
First	50,000	Gallons	\$ 344.39 Min. Bill	\$ 360.06 Min. Bill	\$ 15.67
Over	50,000	Gallons	0.00550 per Gallon	0.00575 per Gallon	0.000250
<b>Wholesale</b>			0.00409 per Gallon	0.00428 per Gallon	0.000190
<b>Water Loss Detection and Repair Surcharge</b>			\$ 5.00 Min. Bill	\$ 5.00 Min. Bill	\$ -

Appendix A (Cont.)  
Phase 4 and Phase 5 Proposed Rates  
Graves County Water District

			Proposed Phase 4 Rates	Proposed Phase 5 Rates	Differences
<b>5/8-Inch x 3/4-Inch Meter</b>					
First	2,000	Gallons	\$ 21.36 Min. Bill	\$ 22.27 Min. Bill	\$ 0.91
Next	8,000	Gallons	0.00835 per Gallon	0.00872 per Gallon	0.000370
Next	10,000	Gallons	0.00750 per Gallon	0.00783 per Gallon	0.000330
Next	30,000	Gallons	0.00662 per Gallon	0.00692 per Gallon	0.000300
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>1-Inch Meter</b>					
First	5,000	Gallons	\$ 46.33 Min. Bill	\$ 48.29 Min. Bill	\$ 1.96
Next	5,000	Gallons	0.00835 per Gallon	0.00872 per Gallon	0.000370
Next	10,000	Gallons	0.00750 per Gallon	0.00783 per Gallon	0.000330
Next	30,000	Gallons	0.00662 per Gallon	0.00692 per Gallon	0.000300
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>1 1/2-Inch Meter</b>					
First	7,500	Gallons	\$ 67.13 Min. Bill	\$ 69.96 Min. Bill	\$ 2.83
Next	2,500	Gallons	0.00835 per Gallon	0.00872 per Gallon	0.000370
Next	10,000	Gallons	0.00750 per Gallon	0.00783 per Gallon	0.000330
Next	30,000	Gallons	0.00662 per Gallon	0.00692 per Gallon	0.000300
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>2-Inch Meter</b>					
First	20,000	Gallons	\$ 162.46 Min. Bill	\$ 169.28 Min. Bill	\$ 6.82
Next	30,000	Gallons	0.00662 per Gallon	0.00692 per Gallon	0.000300
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>3-Inch Meter</b>					
First	30,000	Gallons	\$ 228.58 Min. Bill	\$ 238.17 Min. Bill	\$ 9.59
Next	20,000	Gallons	0.00662 per Gallon	0.00692 per Gallon	0.000300
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>4-Inch Meter</b>					
First	50,000	Gallons	\$ 360.06 Min. Bill	\$ 375.15 Min. Bill	\$ 15.09
Over	50,000	Gallons	0.00575 per Gallon	0.00601 per Gallon	0.000260
<b>Wholesale</b>			0.00428 per Gallon	0.00448 per Gallon	0.000200
<b>Water Loss Detection and Repair Surcharge</b>			\$ 5.00 Min. Bill	\$ 5.00 Min. Bill	\$ -