

RECEIVED

FEB 26 2015

PUBLIC SERVICE
COMMISSION

February 26, 2015

Mr. Jeff Derouen
Executive Director
Public Service Commission
PO Box 615
Frankfort, KY 40602

RE: ARF Application
Webster County Water District

Case No. 2015-00065

Dear Mr. Derouen:

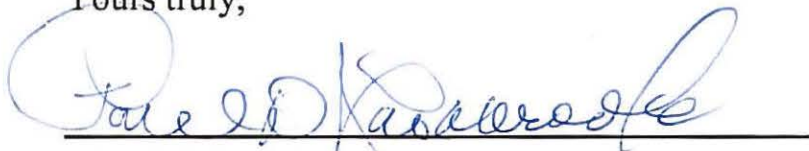
Enclosed for filing are the original and ^{five 5} ~~ten (10)~~ copies of the Webster County Water District's ARF Application for an adjustment to its water rates. The ARF Application is being filed pursuant to 807 KAR 5:076.

The ARF Application uses calendar year 2013 as the Test Year, with appropriate adjustments to normalize revenues and expenses.

A copy of the ARF Application has been provided to the Office of Rate Intervention in the Attorney General's Office.

My electronic mail address is wewater@bellsouth.net.

Yours truly,



Paul Lashbrooke, Superintendent
Webster County Water District
P.O. Box 320, Dixon, Kentucky 42409

Enclosures

cc: Office of the Attorney General, Rate Intervention

SUBMIT ORIGINAL AND FIVE ADDITIONAL COPIES, UNLESS FILING ELECTRONICALLY

RECEIVED

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

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

FEB 26 2015

**PUBLIC SERVICE
COMMISSION**

Webster County Water District

(Name of Utility)

P. O. Box 320

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

Dixon, Kentucky 42409

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

(270) 639-9010

(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:

Paul Lashbrooke

(Name)

P. O. Box 320

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

Dixon, Kentucky 42409

(Address - City, State, Zip)

(270) 639-9010

(Telephone Number)

wcwater@bellsouth.net

(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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 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. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| 2. a. Applicant has filed an annual report with the Public Service Commission for the past year. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Applicant has filed an annual report with the Public Service Commission for the two previous years. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 3. Applicant's records are kept separate from other commonly-owned enterprises. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

YES NO N/A

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

YES NO N/A

8. Applicant proposes to charge the rates that are set forth in the attachment entitled "Current and Proposed Rates." **(Attach completed "Current and Proposed Rates" Attachment.)**
9. Applicant proposes to use its annual report for the immediate past year as the test period to determine the reasonableness of its proposed rates. This annual report is for the 12 months ending December 31, 2013.
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 \$ 133,373.00 and total revenues from service rates of \$ 1,526,488. 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 1914 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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| b. Applicant is required to file state and federal tax returns. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | |
| c. Applicant's most recent state and federal tax returns are attached to this Application. (Attach a copy of returns.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 17. Approximately <u>Unknown</u> (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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| 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. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

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 *Paul D. Lashbrooke*
Officer of the Company/Authorized Representative

Title *Superintendent*

Date *2/26/15*

COMMONWEALTH OF KENTUCKY
 COUNTY OF Warren

Before me appeared Paul D. Lashbrooke, 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.

Bobbie S Shanahan #514112
 Notary Public
 My commission expires: *7/12/2018*

Regina Catlett
Confirmed receipt 2/20/15 @ 10:30 am

February 20, 2015

The Sebree Banner
P.O. Box 36
Sebree, Kentucky 42455

Attention: Legal Advertising Department

RE: Customer Notice of Proposed Adjustment of Water Rates
Webster County Water District

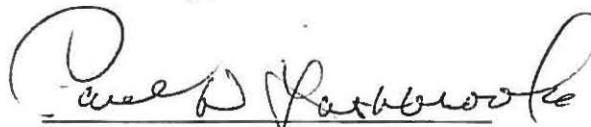
To Whom It May Concern:

Please publish the enclosed Customer Notice of Proposed Adjustment of Water Rates among the legal notices or the classifieds in the February 25, March 4, and March 11, 2015 editions of *The Sebree Banner*.

Your statement should be sent to Webster County Water District, P.O. Box 320, Dixon, Kentucky 42409. As soon as possible after the last publication, please furnish me three (3) tear sheets and Affidavits of Publication for each of the three (3) editions in which the Customer Notice is published.

Please acknowledge receipt of this letter by telephoning my office.

Yours truly,



Paul Lashbrooke, Superintendent
Webster County Water District

Enclosure

February 20, 2015

The Journal Enterprise
P.O. Box 729
Hopkinsville, Kentucky 42241

Attention: Legal Advertising Department

RE: Customer Notice of Proposed Adjustment of Water Rates
Webster County Water District

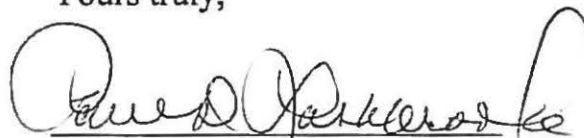
To Whom It May Concern:

Please publish the enclosed Customer Notice of Proposed Adjustment of Water Rates among the legal notices or the classifieds in the February 25, March 4, and March 11, 2015 editions of *The Journal Enterprise*.

Your statement should be sent to Webster County Water District, P.O. Box 320, Dixon, Kentucky 42409. As soon as possible after the last publication, please furnish me three (3) tear sheets and Affidavits of Publication for each of the three (3) editions in which the Customer Notice is published.

Please acknowledge receipt of this letter by telephoning my office.

Yours truly,

A handwritten signature in black ink, appearing to read "Paul Lashbrooke", written over a horizontal line.

Paul Lashbrooke, Superintendent
Webster County Water District

Enclosure

CUSTOMER NOTICE

Notice is hereby given that the Webster County Water District expects to file an application on or about February 26, 2015 with the Kentucky Public Service Commission 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.

MONTHLY WATER RATES

Meter Size	Current Rates	Proposed Rates	Dollar Increase	Percent Increase
5/8" x 3/4" Meter				
First 2,000 gallons	\$17.50 Minimum Bill	\$19.18 Minimum Bill	\$1.68	9.6%
Next 4,000 gallons	7.95 per 1,000 gallons	8.71 per 1,000 gallons	0.76	9.6%
Next 94,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%
1" Meter				
First 10,000 gallons	\$77.10 Minimum Bill	\$84.50 Minimum Bill	\$7.40	9.6%
Next 90,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%
1 1/2" Meter				
First 15,000 gallons	\$111.85 Minimum Bill	\$122.60 Minimum Bill	\$10.75	9.6%
Next 85,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%

2" Meter

First 20,000 gallons	\$146.60 Minimum Bill	\$160.70 Minimum Bill	\$14.10	9.6%
Next 80,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%

3" Meter

First 30,000 gallons	\$216.10 Minimum Bill	\$236.90 Minimum Bill	\$20.80	9.6%
Next 70,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%

4" Meter

First 50,000 gallons	\$355.10 Minimum Bill	\$389.30 Minimum Bill	\$34.20	9.6%
Next 50,000 gallons	6.95 per 1,000 gallons	7.62 per 1,000 gallons	0.67	9.6%
Over 100,000 gallons	4.19 per 1,000 gallons	4.59 per 1,000 gallons	0.40	9.6%

Wholesale Rate	\$3.70 per 1000 gallons	\$3.70 per 1,000gallons	No Change	N/A
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If the Public Service Commission approves the proposed rates, then the monthly bill for a residential customer using an average of 4,000 gallons per month will increase from \$33.40 to \$36.60. This is an increase of \$3.20 or 9.6%.

The rates contained in this notice are the rates proposed by Webster 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.

Webster 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 Webster County Water District's office located at 478 US Highway 41A South, Dixon, KY 42409. You may contact the office at 270-639-9010.

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.

Reasons for Rate Increase

Webster County Water District (the “District”) is requesting a 9.6% across-the-board rate increase for its retail customers. The District needs the rate increase for the following reasons:

1. To enable the District to pay its annual principal payments on its existing long term debts from water revenues rather than from depreciation reserves;
2. To enable the District to meet the coverage 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.

The District is not requesting an increase to its wholesale rates at this time. In 2012, the PSC Staff performed a comprehensive Cost of Service Study (the “COSS”) for the District. The PSC COSS demonstrated that the current wholesale rate was the appropriate rate for the District’s wholesale customers. The PSC COSS recommended that the District increase its retail rates and recommended no changes to the District’s wholesale rate.

CURRENT AND PROPOSED RATES

Webster County Water District

December 2014

<u>Current Rates</u>			<u>Proposed Rates</u>		
<u>5/8 x 3/4" Meter</u>			<u>5/8 x 3/4" Meter</u>		
First 2,000 Gallons	\$17.50	Minimum Bill	First 2,000 Gallons	\$19.18	Minimum Bill
Next 4,000 Gallons	7.95	Per 1,000 Gallons	Next 4,000 Gallons	8.71	Per 1,000 Gallons
Next 94,000 Gallons	6.95	Per 1,000 Gallons	Next 94,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
<u>1" Meter</u>			<u>1" Meter</u>		
First 10,000 Gallons	\$77.10	Minimum Bill	First 10,000 Gallons	\$84.50	Minimum Bill
Next 90,000 Gallons	6.95	Per 1,000 Gallons	Next 90,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
<u>1-1/2" Meter</u>			<u>1-1/2" Meter</u>		
First 15,000 Gallons	\$111.85	Minimum Bill	First 15,000 Gallons	\$122.60	Minimum Bill
Next 85,000 Gallons	6.95	Per 1,000 Gallons	Next 85,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
<u>2" Meter</u>			<u>2" Meter</u>		
First 20,000 Gallons	\$146.60	Minimum Bill	First 20,000 Gallons	\$160.70	Minimum Bill
Next 80,000 Gallons	6.95	Per 1,000 Gallons	Next 80,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
<u>3" Meter</u>			<u>3" Meter</u>		
First 30,000 Gallons	\$216.10	Minimum Bill	First 30,000 Gallons	\$236.90	Minimum Bill
Next 70,000 Gallons	6.95	Per 1,000 Gallons	Next 70,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
<u>4" Meter</u>			<u>4" Meter</u>		
First 50,000 Gallons	\$355.10	Minimum Bill	First 50,000 Gallons	\$389.30	Minimum Bill
Next 50,000 Gallons	6.95	Per 1,000 Gallons	Next 50,000 Gallons	7.62	Per 1,000 Gallons
Over 100,000 Gallons	4.19	Per 1,000 Gallons	Over 100,000 Gallons	4.59	Per 1,000 Gallons
Wholesale Rate	\$3.70	Per 1,000 Gallons	Wholesale Rate	\$3.70	Per 1,000 Gallons
			(No change in the wholesale rate is proposed.)		

SCHEDULE OF ADJUSTED OPERATIONS

Webster County Water District

December 2014

	<u>2013</u> <u>Actual</u>	<u>Adjustment</u> <u>Column A</u>	<u>Adjustment</u> <u>Column B</u>	<u>Ref.</u>	<u>Pro Forma</u>
<u>Operating Revenues</u>					
Sales of Water					
Unmetered Water Sales					0
Metered Water Sales	1,348,318	44,797			1,393,115
Bulk Loading Stations					0
Fire Protection Revenue					0
Sales for Resale	299,813	73,695			373,508
Total Sales of Water	1,648,131	118,492	0		\$1,766,623
Other Water Revenues					
Forfeited Discounts	24,695	(3,651)			21,044
Miscellaneous Service Revenues	11,093	(751)			10,342
Rents from Water Property	20,330		(15,121)	1.	5,209
Other Water Revenues	101,479		(97,752)	2.	3,727
Total Other Water Revenues	157,597	(4,402)	(112,873)		40,322
Total Operating Revenues	1,805,728	114,090	(112,873)		\$1,806,945
<u>Operating Expenses</u>					
Operation and Maintenance Expenses					
Salaries and Wages - Employees	413,161	9,787			422,948
Salaries and Wages - Officers	18,000				18,000
Employee Pensions and Benefits	176,569	1,133			177,702
Purchased Water					0
Purchased Power	149,347	25,250			174,597
Fuel for Power Production					0
Chemicals	177,296	(16,121)			161,175
Materials and Supplies	99,397	(18,401)			80,996
Contractual Services	15,394				15,394
Water Testing					0
Rents	306				306
Transportation Expenses	40,521	(1,760)			38,761
Insurance	32,180				32,180
Regulatory Commission Expenses	3,342				3,342
Bad Debt Expense					0
Miscellaneous Expenses	47,772	(6,669)			41,103
Total Operation and Mnt. Expenses	1,173,285	(6,781)	0		1,166,504
Depreciation Expense	530,495	43,129			573,624
Amortization Expense	20,907				20,907
Taxes Other Than Income	33,303	789			34,092
Income Tax Expense					0
Total Operating Expenses	1,757,990	37,137	0		\$1,795,127
Utility Operating Income	47,738	76,953	(112,873)		\$11,818

NOTES:

Adjustment Column A - Recognizes significant changes in ordinary revenues and expenses in the first 9 months of 2014.

Adjustment Column B - Recognizes other known & measureable changes.

1. In 2013 the District received royalty payments on a coal lease. However because these mining operations have ended, no payments will be forthcoming beyond 2014.
2. The District received a large payment in 2013 for settlement of the atrazine class action. This was a one time payment.

REVENUE REQUIREMENT CALCULATION
Webster County Water District
December 2014

Pro forma Operating Expenses	\$1,795,127
Plus: Average Annual Principal and Interest Payments *	134,168
Debt Coverage Requirement *	14,597
Total Revenue Requirement	\$1,943,892
Less: Sales for Resale Revenue	373,508
Other Operating Revenue	40,322
Non-operating Revenue	0
Interest Income	3,574
Revenue Required from Retail Rates	\$1,526,488
Less: Revenue from Retail Sales at Present Rates	1,393,115
Required Retail Revenue Increase	\$133,373

Required Increase stated as a Percentage of Retail Revenue at Present Rates = 9.6%

* Three year average for 2015 through 2017.

BILLING ANALYSIS WITH CURRENT RATES

Webster County Water District

SUMMARY

Meter Size	Gallons Sold	Revenue
5/8 inch	93,148,591	813,668.37
1 inch	8,534,090	57,885.07
1.5 inch	5,183,500	30,578.73
2 inch	43,854,000	230,133.40
3 inch	56,622,340	246,872.92
4 inch	852,730	13,728.13
6 inch	0	0.00
Totals	208,195,251	\$ 1,392,866.62

Retail Revenue from District's Financial Reports	\$ 1,393,115.00
Difference	\$ (248.38) OK

5/8 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 2,000	NEXT 4,000	NEXT 94,000	ALL OVER 100,000	TOTAL
FIRST	2,000	7,199	7,172,618	7,172,618				7,172,618
NEXT	4,000	12,695	45,841,477	25,390,000	20,451,477			45,841,477
NEXT	94,000	3,494	37,564,706	6,988,000	13,976,000	16,600,706		37,564,706
ALL OVER	100,000	16	2,569,790	32,000	64,000	1,504,000	969,790	2,569,790
		23,404	93,148,591	39,582,618	34,491,477	18,104,706	969,790	93,148,591

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	2,000	23,404	39,582,618	\$17.50	\$409,570.00
NEXT	4,000		34,491,477	7.95	274,207.24
NEXT	94,000		18,104,706	6.95	125,827.71
All Over	100,000		969,790	4.19	4,063.42
TOTAL		23,404	93,148,591		\$813,668.37

1 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 10,000	NEXT 90,000	NEXT 0	OVER 100,000	TOTAL
FIRST	10,000	71	219,750	219,750				219,750
NEXT	90,000	89	2,834,160	890,000	1,944,160			2,834,160
OVER	100,000	32	5,480,180	320,000	2,880,000	0	2,280,180	5,480,180
		192	8,534,090	1,429,750	4,824,160	0	2,280,180	8,534,090

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	192	1,429,750	\$77.10	\$14,803.20
NEXT	90,000		4,824,160	6.95	33,527.91
NEXT	100,000		2,280,180	4.19	9,553.95
TOTAL		192	8,534,090		\$57,885.07

1.5 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 15,000	NEXT 85,000	NEXT 0	OVER 100,000	TOTAL
FIRST	15,000	19	49,100	49,100				49,100
NEXT	85,000	9	434,800	135,000	299,800			434,800
OVER	100,000	20	4,699,600	300,000	1,700,000	0	2,699,600	4,699,600
		48	5,183,500	484,100	1,999,800	0	2,699,600	5,183,500

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	15,000	48	484,100	\$111.85	\$5,368.80
NEXT	85,000		1,999,800	6.95	13,898.61
NEXT	100,000		2,699,600	4.19	11,311.32
TOTAL		48	5,183,500		\$30,578.73

2 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 20,000	NEXT 80,000	NEXT 0	OVER 100,000	TOTAL
FIRST	20,000	54	319,500	319,500				319,500
NEXT	80,000	50	2,776,900	1,000,000	1,776,900			2,776,900
OVER	100,000	112	40,757,600	2,240,000	8,960,000	0	29,557,600	40,757,600
		216	43,854,000	3,559,500	10,736,900	0	29,557,600	43,854,000

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	20,000	216	3,559,500	\$146.60	\$31,665.60
NEXT	80,000		10,736,900	6.95	74,621.46
NEXT	100,000		29,557,600	4.19	123,846.34
TOTAL		216	43,854,000		\$230,133.40

3 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 30,000	NEXT 70,000	NEXT 0	OVER 100,000	TOTAL
FIRST	30,000	12	81,500	81,500				81,500
NEXT	70,000	0	0	0	0			0
OVER	100,000	26	56,540,840	780,000	1,820,000	0	53,940,840	56,540,840
		38	56,622,340	861,500	1,820,000	0	53,940,840	56,622,340

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	30,000	38	861,500	\$216.10	\$8,211.80
NEXT	70,000		1,820,000	6.95	12,649.00
NEXT	100,000		53,940,840	4.19	226,012.12
TOTAL		38	56,622,340		\$246,872.92

4 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 50,000	NEXT 50,000	NEXT 0	OVER 100,000	TOTAL
FIRST	50,000	31	467,920	467,920				467,920
NEXT	50,000	6	384,810	300,000	84,810			384,810
OVER	100,000	0	0	0	0	0	0	0
		37	852,730	767,920	84,810	0	0	852,730

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	50,000	37	767,920	\$355.10	\$13,138.70
NEXT	50,000		84,810	6.95	589.43
NEXT	100,000		0	4.19	0.00
TOTAL		37	852,730		\$13,728.13

BILLING ANALYSIS WITH PROPOSED RATES

Webster County Water District

SUMMARY

Meter Size	Gallons Sold	Revenue
5/8 inch	93,148,591	891,718.68
1 inch	8,534,090	63,450.13
1.5 inch	5,183,500	33,514.44
2 inch	43,854,000	252,195.76
3 inch	56,622,340	270,459.06
4 inch	852,730	15,050.35
6 inch	0	0.00
Totals	208,195,251	\$ 1,526,388.42

Required Retail Revenue from Revenue Requirement Calculation	\$ 1,526,488.00
Difference	\$ (99.58) OK

5/8 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 2,000	NEXT 4,000	NEXT 94,000	ALL OVER 100,000	TOTAL
FIRST	2,000	7199	7,172,618	7,172,618				7,172,618
NEXT	4,000	12695	45,841,477	25,390,000	20,451,477			45,841,477
NEXT	94,000	3494	37,564,706	6,988,000	13,976,000	16,600,706		37,564,706
ALL OVER	100,000	16	2,569,790	32,000	64,000	1,504,000	969,790	2,569,790
		23,404	93,148,591	39,582,618	34,491,477	18,104,706	969,790	93,148,591

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	2,000	23404	39,582,618	\$19.18	\$448,888.72
NEXT	4,000		34,491,477	8.71	300,420.76
NEXT	94,000		18,104,706	7.62	137,957.86
All Over	100,000		969,790	4.59	4,451.34
TOTAL		23,404	93,148,591		\$891,718.68

1 INCH METERS

	USAGE	BILLS	GALLONS	FIRST 10,000	NEXT 90,000	NEXT 0	OVER 100,000	TOTAL
FIRST	10,000	71	219,750	219,750				219,750
NEXT	90,000	89	2,834,160	890,000	1,944,160			2,834,160
OVER	100,000	32	5,480,180	320,000	2,880,000	0	2,280,180	5,480,180
		192	8,534,090	1,429,750	4,824,160	0	2,280,180	8,534,090

REVENUE BY RATE INCREMENT

	USAGE	BILLS	GALLONS	RATE	REVENUE
FIRST	10,000	192	1,429,750	\$84.50	\$16,224.00
NEXT	90,000		4,824,160	7.62	36,760.10
NEXT	100,000		2,280,180	4.59	10,466.03
TOTAL		192	8,534,090		\$63,450.13

1.5 INCH METERS

	USAGE	BILLS	GALLONS	FIRST	NEXT	NEXT	OVER	TOTAL
				15,000	85,000	0	100,000	
FIRST	15,000	19	49,100	49,100				49,100
NEXT	85,000	9	434,800	135,000	299,800			434,800
OVER	100,000	20	4,699,600	300,000	1,700,000	0	2,699,600	4,699,600
		48	5,183,500	484,100	1,999,800	0	2,699,600	5,183,500

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	15,000	48	484,100	\$122.60	\$5,884.80
NEXT	85,000		1,999,800	7.62	15,238.48
NEXT	100,000		2,699,600	4.59	12,391.16
TOTAL		48	5,183,500		\$33,514.44

2 INCH METERS

	USAGE	BILLS	GALLONS	FIRST	NEXT	NEXT	OVER	TOTAL
				20,000	80,000	0	100,000	
FIRST	20,000	54	319,500	319,500				319,500
NEXT	80,000	50	2,776,900	1,000,000	1,776,900			2,776,900
OVER	100,000	112	40,757,600	2,240,000	8,960,000	0	29,557,600	40,757,600
		216	43,854,000	3,559,500	10,736,900	0	29,557,600	43,854,000

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	20,000	216	3,559,500	\$160.70	\$34,711.20
NEXT	80,000		10,736,900	7.62	81,815.18
NEXT	100,000		29,557,600	4.59	135,669.38
TOTAL		216	43,854,000		\$252,195.76

3 INCH METERS

	USAGE	BILLS	GALLONS	FIRST	NEXT	NEXT	OVER	TOTAL
				30,000	70,000	0	100,000	
FIRST	30,000	12	81,500	81,500				81,500
NEXT	70,000	0	0	0	0			0
OVER	100,000	26	56,540,840	780,000	1,820,000	0	53,940,840	56,540,840
		38	56,622,340	861,500	1,820,000	0	53,940,840	56,622,340

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	30,000	38	861,500	\$236.90	\$9,002.20
NEXT	70,000		1,820,000	7.62	13,868.40
NEXT	100,000		53,940,840	4.59	247,588.46
TOTAL		38	56,622,340		\$270,459.06

4 INCH METERS

	USAGE	BILLS	GALLONS	FIRST	NEXT	NEXT	OVER	TOTAL
				50,000	50,000	0	100,000	
FIRST	50,000	31	467,920	467,920				467,920
NEXT	50,000	6	384,810	300,000	84,810			384,810
OVER	100,000	0	0	0	0	0	0	0
		37	852,730	767,920	84,810	0	0	852,730

REVENUE BY RATE INCREMENT

		BILLS	GALLONS	RATE	REVENUE
FIRST	50,000	37	767,920	\$389.30	\$14,404.10
NEXT	50,000		84,810	7.62	646.25
NEXT	100,000		0	4.59	0.00
TOTAL		37	852,730		\$15,050.35

Webster County Water District
 Depreciation Expense
 For the Period 1/1/2011-12/31/11

Asset ID	Description	Date In Service	Method	Life	Cost or Other Basis	12/31/2007	2008	12/31/2008	2009	12/31/2009	2010	12/31/2010	2011	12/31/2011	2012	12/31/2012	2013	12/31/2013
						Ending Accum Depreciation	Depreciation	Ending Accum Depreciation	Depreciation	Ending Accum Depreciation	Depreciation	Ending Accum Depreciation	Depreciation	Ending Accum Depreciation	Depreciation	Ending Accum Depreciation	Depreciation	Ending Accum Depreciation
A-Land & Rights-Source of Supply (303-0002)																		
wcwf10000105	Well Property	7/1/1994	N/A	39.0	4,132.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000111	Easements	12/12/2002	N/A	0.0	650.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000112	Easement	6/30/2003	N/A	0.0	1,431.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000113	Easements	6/30/2004	N/A	0.0	444.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000114	Easements	11/8/2003	N/A	0.0	180.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000115	Easements	4/21/2003	N/A	0.0	924.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000116	Chris Mitchell Property	6/30/2011	N/A	0.0	1,329.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal before dispositions:					9,098.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for: A-Land & Rights-Source of Supply (303-0002)					9,098.00	-	-	-	-	-	-	-	-	-	-	-	-	-
B-Land-Water Treatment Plant (303-0003)																		
wcwf10000101	303.3 Land	7/1/1981	N/A	39.0	27,371.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000103	Land & Land Rights	7/1/1993	N/A	39.0	251.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000104	Land-Stage 1	11/15/1993	N/A	39.0	1,500.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000106	Land & Rights Way	5/28/1995	N/A	39.0	29,200.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000109	Land for Slurry Pit	2/23/1998	N/A	39.0	30,829.80	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000110	Whitecack Easement	10/31/2001	N/A	10.0	14.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000113	Lot-Darren & Mol	3/1/2003	N/A	0.0	5,019.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal before dispositions:					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for: B-Land-Water Treatment Plant					94,184.80	-	-	-	-	-	-	-	-	-	-	-	-	-
C-Land-Trans & Distribution (303-0004)																		
wcwf10000102	303.4 Land	7/1/1981	N/A	39.0	4,836.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000107	Land & Rights-D	4/5/1995	N/A	39.0	6,709.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000108	Easement-Dist	2/7/1996	N/A	39.0	228.00	-	-	-	-	-	-	-	-	-	-	-	-	-
wcwf10000114	Easement	9/11/2003	N/A	0.0	167.68	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal before dispositions:					11,740.68	-	-	-	-	-	-	-	-	-	-	-	-	-
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for: C-Land-Trans & Distribution (303-0004)					11,740.68	-	-	-	-	-	-	-	-	-	-	-	-	-
Dc-Land-Office (303-0005)																		
wcwf15000001	Land-Office Building	6/19/2003	N/A	0.0	7,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Subtotal before dispositions:					7,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for: Dc-Land-Office (303-0005)					7,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-
D-Structures & Improve-Source of Supply (304-0002)																		
wcwf15000201	304.2 Structures & Improve	7/1/1981	SL	50.0	50,000.00	28,500.00	1,000.00	27,500.00	1,000.00	28,500.00	1,000.00	29,500.00	1,000.00	30,500.00	1,000.00	31,500.00	1,000.00	32,500.00
wcwf15000212	Pumpsite Improvements	7/1/1994	SL	30.0	6,548.85	2,948.10	218.23	3,164.33	218.23	3,382.56	218.23	3,600.79	218.23	3,819.02	218.23	4,037.25	218.23	4,255.48
wcwf15000213	Pumpstation-St	7/1/1994	SL	30.0	1,864.69	839.18	62.16	901.32	62.16	963.48	62.16	1,025.64	62.16	1,087.80	62.16	1,149.96	62.16	1,212.12
wcwf15000214	Pumpstation-CD	7/1/1994	SL	30.0	5,853.66	2,634.12	195.12	2,829.24	195.12	3,024.36	195.12	3,219.48	195.12	3,414.60	195.12	3,609.72	195.12	3,804.84
wcwf15000215	Specs	7/1/2004	SL	-	3.95	3.95	0.00	3.95	0.00	3.95	0.00	3.95	-	3.95	-	3.95	-	3.95
Subtotal before dispositions:					64,269.15	32,923.33	1,475.51	34,398.84	1,475.51	35,874.35	1,475.51	37,349.86	1,475.51	38,825.37	1,475.51	40,300.88	1,475.51	41,776.39
Less dispositions and exchanges					0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	-	-	-	-	-
Net for: D-Struct & Improve-Source of Supply (304-0002)					64,269.15	32,923.33	1,475.51	34,398.84	1,475.51	35,874.35	1,475.51	37,349.86	1,475.51	38,825.37	1,475.51	40,300.88	1,475.51	41,776.39

E-Structure & Improve-Water Treatment (304-0003)

wcd15000202	304.3 Structure & Improve	7/1/1991	SL	30.0	543,831.00	458,854.40	18,127.70	476,982.10	18,127.70	495,109.80	18,127.70	513,237.50	18,127.70	531,365.20	12,485.80	543,831.00	-	543,831.00
wcd15000203	304.3 Storage Trailer	7/1/1998	SL	10.0	1,795.15	1,795.15	0.00	1,795.15	0.00	1,795.15	179.52	1,974.67	(179.52)	1,795.15	-	1,795.15	-	1,795.15
wcd15000204	304.3	12/1/1989	SL	10.0	5,000.00	5,000.00	0.00	5,000.00	0.00	5,000.00	500.00	5,500.00	(500.00)	5,000.00	-	5,000.00	-	5,000.00
wcd15000207	Improvements	7/1/1993	SL	30.0	7,479.29	3,614.99	249.31	3,864.30	249.31	4,113.61	249.31	4,362.92	249.31	4,612.23	249.31	4,861.54	249.31	5,110.85
wcd15000215	Plant Roof	7/1/1994	SL	10.0	4,992.50	4,992.50	0.00	4,992.50	0.00	4,992.50	499.25	5,491.75	(499.25)	4,992.50	-	4,992.50	-	4,992.50
wcd15000216	Roof-Wtr Treatment	6/9/1995	SL	20.0	9,829.35	6,184.33	491.47	6,675.80	491.47	7,167.27	491.47	7,658.74	491.47	8,150.21	491.47	8,641.68	491.47	9,133.15
wcd15000217	Air Conditioner-Wtr Treat	5/30/1995	SL	10.0	1,082.95	1,082.95	0.00	1,082.95	0.00	1,082.95	108.30	1,191.25	(108.30)	1,082.95	-	1,082.95	-	1,082.95
wcd15000218	Road & Sludge Pk	6/30/2004	SL	20.0	3,234.73	848.98	161.74	808.70	161.74	970.44	161.74	1,132.18	161.74	1,293.92	161.74	1,455.68	161.74	1,617.40
Subtotal before dispositions:					577,244.97	482,171.28	19,030.22	501,201.50	19,030.22	520,231.72	20,317.29	540,549.01	17,743.15	558,292.16	13,388.32	571,660.48	902.52	572,563.00
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for E-Structure & Improve-Water Treatment (304-0003)					577,244.97	482,171.28	19,030.22	501,201.50	19,030.22	520,231.72	20,317.29	540,549.01	17,743.15	558,292.16	13,388.32	571,660.48	902.52	572,563.00

F-Structure & Improvements-Office (304-0005)

wcd15000206	Building	7/1/1989	SL	30.0	33,828.00	20,860.60	1,127.60	21,988.20	1,127.60	23,115.80	1,127.60	24,243.40	1,127.60	25,371.00	1,127.60	26,498.60	1,127.60	27,626.20
wcd15000223	Plant Doors	11/3/2000	SL	10.0	3,885.48	2,841.27	368.55	3,099.82	368.55	3,378.37	307.11	3,685.48	-	3,685.48	-	3,685.48	-	3,685.48
wcd15000224	New Office Building	6/30/2003	SL	30.0	142,276.00	21,341.25	4,742.50	28,083.75	4,742.50	30,826.25	4,742.50	35,568.75	4,742.50	40,311.25	4,742.50	45,053.75	4,742.50	49,796.25
wcd15000225	Sludge Pk	6/30/2004	SL	20.0	16,427.50	3,285.49	821.38	4,106.87	821.38	4,928.25	821.38	5,749.63	821.38	6,571.01	821.38	7,392.39	821.38	8,213.77
wcd15000226	Roof	6/5/2009	SL	15.0	5,893.00	0.00	0.00	5,893.00	0.00	5,893.00	193.34	6,086.34	366.67	6,453.01	366.67	6,819.68	366.67	7,186.35
wcd15000227	Property-Ritz Road	6/21/2009	SL	10.0	517.50	0.00	0.00	517.50	0.00	517.50	0.00	517.50	0.00	517.50	0.00	517.50	0.00	517.50
wcd15000228	Improvements	6/30/2010	SL	10.0	25,730.00	0.00	0.00	25,730.00	0.00	25,730.00	1,286.50	27,016.50	2,573.00	29,589.50	2,573.00	32,162.50	2,573.00	34,735.50
wcd15000229	Pump Station Deed	6/30/2011	SL	10.0	44.00	0.00	0.00	44.00	0.00	44.00	0.00	44.00	0.00	44.00	0.00	44.00	0.00	44.00
Subtotal before dispositions:					228,307.48	48,128.61	7,060.02	55,188.63	7,253.36	62,442.01	8,671.75	71,113.76	9,653.35	80,767.11	9,653.55	90,422.66	9,653.55	100,078.21
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for F-Structures & Improvements-Office (304-0005)					228,307.48	48,128.61	7,060.02	55,188.63	7,253.36	62,442.01	8,671.75	71,113.76	9,653.35	80,767.11	9,653.55	90,422.66	9,653.55	100,078.21

G-Structures & Improve-Trans & Dist (304-0006)

wcd15000205	Structures & Improvements	7/1/1991	SL	50.0	5,870.11	3,111.10	117.41	3,228.51	117.41	3,345.92	117.41	3,463.33	117.41	3,580.74	117.41	3,698.15	117.41	3,815.56
Subtotal before dispositions:					5,870.11	3,111.10	117.41	3,228.51	117.41	3,345.92	117.41	3,463.33	117.41	3,580.74	117.41	3,698.15	117.41	3,815.56
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for G-Structures & Improve-Trans & Dist (304-0006)					5,870.11	3,111.10	117.41	3,228.51	117.41	3,345.92	117.41	3,463.33	117.41	3,580.74	117.41	3,698.15	117.41	3,815.56

H-Structures & Improve-River Intake (304-0007)

wcd85000001	River Intake Structure	4/1/1999	SL	50.0	896,289.00	157,200.58	17,985.78	175,166.38	17,985.78	193,132.14	17,985.78	211,097.92	17,985.78	229,083.70	17,985.78	247,029.48	17,985.78	264,995.26
wcd85000002	Plant Structure	5/9/2000	SL	50.0	4,448,874.00	682,314.01	88,997.48	771,311.49	88,997.48	860,308.97	88,997.48	949,306.45	88,997.48	1,038,303.93	88,997.48	1,127,301.41	88,997.48	1,216,298.89
wcd85000003	Plant Equipment	5/9/2000	SL	10.0	44,673.00	34,249.30	4,467.30	38,716.60	4,467.30	43,183.90	1,489.10	44,673.00	-	44,673.00	-	44,673.00	-	44,673.00
wcd85000004	Raw Water Intake	5/5/2000	SL	50.0	28,975.00	4,442.83	579.50	5,022.33	579.50	5,601.83	579.50	6,181.33	579.50	6,760.83	579.50	7,340.33	579.50	7,919.83
wcd85000005	River Intake	5/9/2000	SL	50.0	139,122.00	21,332.04	2,782.44	24,114.48	2,782.44	26,896.92	2,782.44	29,679.36	2,782.44	32,461.80	2,782.44	35,244.24	2,782.44	38,026.68
wcd85000006	Metal Roof	12/12/2002	MSL	10.0	1,850.00	1,017.50	185.00	1,202.50	185.00	1,387.50	185.00	1,572.50	185.00	1,757.50	185.00	1,942.50	185.00	2,127.50
wcd85000007	River Intake	12/15/2004	MSL	50.0	5,831.00	466.48	116.62	583.10	116.62	699.72	116.62	816.34	116.62	932.96	116.62	1,049.58	116.62	1,166.20
wcd85000008	River Intake	6/30/2005	MSL	50.0	69,145.83	3,457.28	1,382.91	4,840.19	1,382.91	6,223.10	1,382.91	7,606.01	1,382.91	8,988.92	1,382.91	10,371.83	1,382.91	11,754.74
wcd85000009	Air Conditioner	6/30/2008	MSL	15.0	2,352.00	0.00	78.40	78.40	156.80	235.20	156.80	392.00	-	548.80	-	705.60	-	862.40
wcd85000010	Rehab Mt. Pleasant Tank	6/30/2011	SL	50.0	89,182.85	0.00	0.00	89,182.85	0.00	89,182.85	0.00	89,182.85	0.00	89,182.85	0.00	89,182.85	0.00	89,182.85
Subtotal before dispositions:					5,728,294.48	904,480.02	116,555.43	1,021,035.45	116,633.83	1,137,869.28	113,855.63	1,251,324.91	113,048.38	1,364,373.27	113,837.88	1,478,210.95	113,745.18	1,591,958.13
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for H-Structures & Improve-River Intake (304-0007)					5,728,294.48	904,480.02	116,555.43	1,021,035.45	116,633.83	1,137,869.28	113,855.63	1,251,324.91	113,048.38	1,364,373.27	113,837.88	1,478,210.95	113,745.18	1,591,958.13

I-Structures & Improve-Pumping (304-0007)

wcd15000209	Pump Station-S	11/15/1993	SL	30.0	248,056.17	116,816.10	8,268.54	125,084.64	8,268.54	133,353.18	8,268.54	141,621.72	8,268.54	149,890.26	8,268.54	158,158.80	8,268.54	166,427.34
wcd15000210	Pump Station-C	8/15/1993	SL	30.0	148,948.18	71,383.80	4,984.87	78,348.87	4,984.87	81,313.54	4,984.87	86,278.41	4,984.87	91,243.28	4,984.87	96,208.15	4,984.87	101,173.02
wcd15000301	Heater	1/31/2000	SL	10.0	1,441.24	1,152.96	144.12	1,297.08	144.12	1,441.20	144.12	1,585.32	(144.08)	1,441.24	-	1,441.24	-	1,441.24
wcd15000302	Stratifier Pump	8/28/2002	MSL	10.0	11,303.00	6,216.85	1,130.30	7,346.95	1,130.30	8,477.25	1,130.30	9,607.55	1,130.30	10,737.85	565.15	11,303.00	-	11,303.00
wcd15000303	Specialty Equipment	7/12/2002	MSL	10.0	13,168.28	7,242.56	1,316.83	8,559.39	1,316.83	9,876.22	1,316.83	11,193.05	1,316.83	12,509.88	658.40	13,168.28	-	13,168.28
wcd15000304	Pump Station-Ritz Road	10/14/2009	SL	30.0	119,229.55	0.00	0.00	119,229.55	0.00	119,229.55	1,977.16	121,206.71	3,974.32	125,181.03	3,974.32	129,155.35	3,974.32	133,129.67
wcd15000305	Tank Painting	11/19/2009	SL	15.0	199,470.40	0.00	0.00	199,470.40	0.00	199,470.40	6,649.02	206,119.42	13,298.03	219,417.45	13,298.03	232,715.48	13,298.03	246,013.51

Subtotal before dispositions: Less dispositions and exchanges			741,614.62	202,812.07	15,824.66	218,636.73	24,460.84	243,097.57	33,097.01	276,194.58	32,808.81	309,003.39	32,359.31	341,362.70	31,135.78	372,498.46
Net for H-Structures & Improve-Pumping (304-0007)			741,614.62	202,812.07	15,824.66	218,636.73	24,460.84	243,097.57	33,097.01	276,194.58	32,808.81	309,003.39	32,359.31	341,362.70	31,135.78	372,498.46

J-Supply Main / Interconnect (309-0002)

wwd25000401	309.2 Supply Main	7/8/1981	SL	50.0	61,190.00	32,430.70	1,223.80	33,654.50	1,223.80	34,878.30	1,223.80	36,102.10	1,223.80	37,325.90	1,223.80	38,549.70	1,223.80	39,773.50
wwd25000402	Providence Interconnect	12/1/1997	SL	50.0	47,571.89	8,593.89	951.44	10,545.13	951.44	11,496.57	951.44	12,448.01	951.44	13,399.45	951.44	14,350.89	951.44	15,302.33
wwd25000403	Supply Mains	6/30/1998	SL	10.0	35,380.87	33,611.84	3,538.09	37,149.93	3,538.09	40,688.02	-5,307.15	35,380.87	-	35,380.87	-	35,380.87	-	35,380.87
wwd25000404	Raw Water Intake	4/1/1999	SL	50.0	220,481.00	38,584.17	4,409.62	42,993.78	4,409.62	47,403.41	4,409.62	51,813.03	4,409.62	56,222.65	4,409.62	60,632.27	4,409.62	65,041.89
wwd25000405	Supply Mains	6/30/2007	SL	50.0	4,043.34	40.44	80.87	121.31	80.87	202.18	80.87	263.05	80.87	363.92	80.87	464.79	80.87	565.66
Subtotal before dispositions: Less dispositions and exchanges			368,667.09	114,260.84	10,203.82	124,464.66	10,203.82	134,668.48	1,358.58	136,027.06	6,665.73	142,692.79	6,665.73	149,358.52	6,665.73	156,024.25		
Net for J-Supply Main / Interconnect (309-0002)			368,667.09	114,260.84	10,203.82	124,464.66	10,203.82	134,668.48	1,358.58	136,027.06	6,665.73	142,692.79	6,665.73	149,358.52	6,665.73	156,024.25		

K-Electric Pumping Equipment (311-0002)

wwd30000501	Electric Pumping Equipment	7/1/1981	SL	50.0	7,600.00	4,028.00	152.00	4,180.00	152.00	4,332.00	152.00	4,484.00	152.00	4,636.00	152.00	4,788.00	152.00	4,940.00
wwd30000502	New Pump	7/1/1987	SL	20.0	2,062.39	2,062.39	-	2,062.39	-	2,062.39	-	2,062.39	-	2,062.39	-	2,062.39	-	2,062.39
wwd30000503	Pumping Equipment	7/1/1991	SL	20.0	2,915.74	2,405.53	143.79	2,551.32	145.79	2,697.11	145.79	2,842.90	72.64	2,915.74	-	2,915.74	-	2,915.74
wwd30000504	Pumping Equipment	7/1/1992	SL	20.0	5,236.17	4,058.05	281.81	4,319.86	281.81	4,591.67	281.81	4,843.48	281.81	5,105.29	130.68	5,236.17	-	5,236.17
wwd30000505	Pumping Equipment	7/1/1993	SL	20.0	7,639.59	5,338.71	381.98	5,920.69	381.98	6,302.67	381.98	6,684.55	381.98	7,066.53	7,448.61	7,448.61	190.98	7,639.59
wwd30000506	Pumps & Installation	7/1/1994	SL	20.0	4,975.54	3,568.67	248.79	3,607.46	248.79	3,856.25	248.79	4,105.04	248.79	4,353.83	4,802.62	4,802.62	248.79	5,051.41
wwd30000507	Motor-Dixon Pur	7/3/1998	SL	10.0	1,750.94	1,750.94	-	1,750.94	-	1,750.94	-	1,750.94	-	1,750.94	-	1,750.94	-	1,750.94
wwd30000508	Jacuzzi Pump	11/20/1996	SL	10.0	2,936.13	2,936.13	-	2,936.13	-	2,936.13	-	2,936.13	-	2,936.13	-	2,936.13	-	2,936.13
wwd30000509	Chemical Feed Pump	2/16/1999	SL	10.0	580.00	517.17	58.00	575.17	4.83	580.00	-	580.00	-	580.00	-	580.00	-	580.00
wwd30000510	MCC Bucket	8/13/1999	SL	10.0	2,842.00	2,392.02	284.20	2,676.22	165.78	2,842.00	-	2,842.00	-	2,842.00	-	2,842.00	-	2,842.00
wwd30000511	Motor Protector	8/13/1999	SL	10.0	426.00	358.55	42.60	401.15	24.85	426.00	-	426.00	-	426.00	-	426.00	-	426.00
wwd30000512	Equipment	9/6/1999	SL	10.0	405.00	337.50	40.50	378.00	27.00	405.00	-	405.00	-	405.00	-	405.00	-	405.00
wwd30000513	CL2 Detector	8/13/1999	SL	10.0	1,322.00	1,112.68	132.20	1,244.88	77.12	1,322.00	-	1,322.00	-	1,322.00	-	1,322.00	-	1,322.00
wwd30000514	Pump Motor	2/10/2000	SL	10.0	3,367.31	2,665.78	336.73	3,002.51	336.73	3,339.24	28.07	3,367.31	-	3,367.31	-	3,367.31	-	3,367.31
wwd30000515	Pump Motor	3/11/2002	MSL	10.0	8,942.52	4,918.38	894.25	5,812.63	894.25	6,706.88	894.25	7,601.13	894.25	8,495.38	447.14	8,942.52	-	8,942.52
wwd30000516	Flow Meter	2/16/2003	SL	10.0	859.90	415.62	85.99	501.81	85.99	587.50	85.99	673.59	85.99	759.58	85.99	845.57	14.33	859.90
wwd30000517	Equipment	3/12/2004	SL	10.0	1,430.48	572.20	143.05	715.25	143.05	858.30	143.05	1,001.35	143.05	1,144.40	143.05	1,287.45	143.05	1,430.48
wwd30000518	Pumping Equipment	6/30/2006	SL	10.0	14,891.91	2,203.78	1,469.19	3,672.97	1,469.19	5,142.16	1,469.19	6,611.35	1,469.19	8,080.54	1,469.19	9,549.73	1,469.19	11,018.92
wwd30000519	Pumping Equipment	6/30/2007	SL	10.0	12,888.67	643.43	1,288.67	1,930.30	1,288.67	3,217.17	1,288.67	4,504.04	1,288.67	5,790.91	1,288.67	7,077.78	1,288.67	8,366.65
wwd30000520	Pump & Intake	6/30/2008	SL	10.0	7,096.22	-	354.81	354.81	-	709.62	1,064.43	709.62	1,774.05	2,483.67	709.62	3,193.29	709.62	3,902.91
wwd30000521	Pumping Equipment	6/30/2012	SL	10.0	35,503.94	-	-	-	-	-	-	-	-	1,775.19	1,775.19	3,550.39	5,325.58	
Subtotal before dispositions: Less dispositions and exchanges			125,452.75	42,275.53	6,318.76	48,594.29	6,415.65	55,009.95	5,807.41	60,817.35	5,706.39	66,523.74	6,830.70	73,354.44	7,765.20	81,119.64		
Net for K-Electric Pumping Equipment (311-0002)			125,452.75	42,275.53	6,318.76	48,594.29	6,415.65	55,009.95	5,807.41	60,817.35	5,706.39	66,523.74	6,830.70	73,354.44	7,765.20	81,119.64		

L-Water Treatment Equipment (320-0003)

wwd35000601	Water Treatment Equipment	7/1/1981	SL	30.0	15,382.00	13,588.81	512.73	14,101.54	512.73	14,814.27	512.73	15,127.00	255.00	15,382.00	-	15,382.00	-	15,382.00
wwd35000602	Water Treatment Equipment	7/1/1989	SL	20.0	17,585.11	16,266.50	879.29	17,145.56	439.65	17,585.11	-	17,585.11	-	17,585.11	-	17,585.11	-	17,585.11
wwd35000603	Water Treatment Equipment	7/1/1991	SL	10.0	5,408.60	5,408.60	-	5,408.60	-	5,408.60	-	5,408.60	-	5,408.60	-	5,408.60	-	5,408.60
wwd35000604	Water Treatment Equipment	7/1/1992	SL	10.0	3,070.00	3,070.00	-	3,070.00	-	3,070.00	-	3,070.00	-	3,070.00	-	3,070.00	-	3,070.00
wwd35000607	Water Treatment Equipment	7/1/1993	SL	10.0	675.00	675.00	-	675.00	-	675.00	-	675.00	-	675.00	-	675.00	-	675.00
wwd35000608	Water Treatment Equipment	7/1/1994	SL	10.0	4,745.19	4,745.19	-	4,745.19	-	4,745.19	-	4,745.19	-	4,745.19	-	4,745.19	-	4,745.19
wwd35000609	Water Treatment Equipment	7/1/2004	SL	10.0	55,643.22	22,257.28	5,564.32	27,821.60	5,564.32	33,385.92	5,564.32	38,950.24	5,564.32	44,514.56	5,564.32	50,078.88	5,564.32	55,643.22
Subtotal before dispositions: Less dispositions and exchanges			102,507.12	68,009.18	6,956.31	72,965.49	6,516.60	79,482.09	6,077.05	85,558.14	5,810.32	91,378.46	5,564.32	98,942.78	5,564.32	102,507.12		
Net for L-Water Treatment Equipment (320-0003)			102,507.12	68,009.18	6,956.31	72,965.49	6,516.60	79,482.09	6,077.05	85,558.14	5,810.32	91,378.46	5,564.32	98,942.78	5,564.32	102,507.12		

M-Reservoirs & Standpipes (330-0004)

wwd40000701	District Res & Standpipes	7/1/1981	SL	50.0	316,687.00	167,844.11	6,333.74	174,177.85	6,333.74	180,511.59	6,333.74	186,845.33	6,333.74	193,179.07	6,333.74	199,512.81	6,333.74	205,846.55
wwd40000702	Tank Painting	7/1/1990	SL	10.0	28,378.02	28,378.02	0.00	28,378.02	0.00	28,378.02	2,837.80	31,215.82	(2,837.80)	28,378.02	-	28,378.02	-	28,378.02
wwd40000703	Tank Painting	7/1/1991	SL	10.0	56,177.96	56,177.96	0.00	56,177.96	0.00	56,177.96	5,617.80	61,795.76	(5,617.80)	56,177.96	-	56,177.96	-	56,177.96
wwd40000704	Tank-Stage 1	11/15/1993	SL	50.0	320,611.17	90,839.78	6,412.22	97,252.00	6,412.22	103,664.22	6,412.22	110,076.44	6,412.22	116,488.66	6,412.22	122,900.88	6,412.22	129,313.10
wwd40000705	Tank-Stage 1	7/1/1994	SL	50.0	28,494.70	7,693.52	599.89	6,263.41	599.89	6,863.30	599.89	7,463.19	599.89	8,063.08	599.89	8,662.97	599.89	9,262.86
wwd40000706	300,000 Gal-Elevated	10/31/1996	SL	50.0	403,719.81	90,164.13	8,074.40	98,228.53	8,074.40	106,312.93	8,074.40	114,387.33	8,074.40	122,461.73	8,074.40	130,536.13	8,074.40	138,610.53

wowd4000707	545,000 Gal-Ground	9/30/1998	SL	50.0	264,143.46	59,432.29	5,282.87	64,715.16	5,282.87	69,999.03	5,282.87	75,280.90	5,282.87	60,583.77	5,282.87	65,846.64	5,282.87	91,129.51
wowd4000708	Tower Cover	11/13/2002	SL	10.0	1,950.00	1,072.50	195.00	1,267.50	195.00	1,462.50	195.00	1,657.50	195.00	1,852.50	97.50	1,950.00	-	1,950.00
wowd4000709	Hill Tank	12/11/2003	SL	50.0	21,245.00	1,735.01	424.90	2,159.91	424.90	2,584.81	424.90	3,009.71	424.90	3,434.61	424.90	3,859.51	424.90	4,284.41
wowd4000710	Hill Tank	12/12/2004	SL	50.0	487,628.24	39,010.24	9,782.66	48,762.80	9,782.66	58,515.36	9,782.66	68,267.92	9,782.66	78,020.48	9,782.66	87,773.04	9,782.66	97,525.60
wowd4000711	Hill Tank	6/30/2005	SL	50.0	66,729.05	3,336.47	1,334.58	4,671.05	1,334.58	6,005.63	1,334.58	7,340.21	1,334.58	8,674.79	1,334.58	10,009.37	1,334.58	11,343.95
wowd4000712	Tank Painting	6/30/2007	SL	50.0	195,693.18	978.46	3,913.86	4,692.32	3,913.86	8,608.18	3,913.86	12,720.04	3,913.86	16,633.90	3,913.86	20,547.78	3,913.86	24,461.62
wowd4000713	Distrib Res & Stipples	12/31/2009	SL	50.0	367,39.11	0.00	0.00	0.00	0.00	367.39	0.00	734.78	1,102.17	1,836.65	2,571.73	3,306.51	-	3,306.51
wowd7000714	Miang System & Repairs	6/30/2012	SL	50.0	270,859.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,208.59	2,208.59	4,417.19	-	6,625.78

Subtotal before dispositions:					2,449,058.24	548,662.49	42,294.02	588,956.51	42,681.41	631,617.92	51,484.40	683,102.32	34,573.20	717,675.52	45,139.89	762,815.41	47,250.99	810,068.40
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for M-Reservoirs & Standpipes (331-0004)					2,449,058.24	548,662.49	42,294.02	588,956.51	42,681.41	631,617.92	51,484.40	683,102.32	34,573.20	717,675.52	45,139.89	762,815.41	47,250.99	810,068.40

N-Trans & Distribution Mains (331-0004)

wowd45000801	Trans & Dist Main	7/1/1981	SL	50.0	2,155,802.00	1,142,575.05	43,116.04	1,185,691.10	43,116.04	1,228,807.14	43,116.04	1,271,923.18	43,116.04	1,315,039.22	43,116.04	1,358,155.26	43,116.04	1,401,271.30
wowd45000802	Trans & Dist Main	11/30/1984	SL	50.0	40,454.65	18,678.50	809.09	19,485.69	809.09	20,294.68	809.09	21,103.77	809.09	21,912.86	809.09	22,721.95	809.09	23,531.04
wowd45000803	Trans & Dist Main	7/1/1985	SL	50.0	6,841.85	3,078.89	136.84	3,215.73	136.84	3,352.57	136.84	3,489.41	136.84	3,626.25	136.84	3,763.09	136.84	3,899.93
wowd45000804	Trans & Dist Main	7/1/1988	SL	40.0	4,977.00	2,428.37	124.43	2,550.80	124.43	2,675.23	124.43	2,799.66	124.43	2,924.09	124.43	3,048.52	124.43	3,172.95
wowd45000805	Trans & Dist Main	7/1/1989	SL	40.0	9,310.23	4,306.05	232.76	4,538.81	232.76	4,771.57	232.76	5,004.33	232.76	5,237.09	232.76	5,469.85	232.76	5,702.61
wowd45000806	New Mains	7/1/1990	SL	40.0	327,143.13	143,125.45	8,178.58	151,303.73	8,178.58	159,482.31	8,178.58	167,660.89	8,178.58	175,839.47	8,178.58	184,018.05	8,178.58	192,196.63
wowd45000807	Trans & Dist Main	7/1/1991	SL	40.0	58,531.91	24,144.45	1,463.30	25,607.75	1,463.30	27,071.05	1,463.30	28,534.35	1,463.30	29,997.65	1,463.30	31,460.95	1,463.30	32,924.25
wowd45000808	Trans & Dist Main	7/1/1992	SL	40.0	16,378.53	8,346.64	409.46	8,756.10	409.46	7,165.56	409.46	7,575.02	409.46	7,984.48	409.46	8,393.94	409.46	8,803.40
wowd45000809	Mains-Misc	7/1/1993	SL	40.0	9,153.39	3,318.05	228.83	3,546.88	228.83	3,775.71	228.83	4,004.54	228.83	4,233.37	228.83	4,462.20	228.83	4,691.03
wowd45000810	Mains-Nally	7/1/1993	SL	40.0	4,790.28	1,736.51	119.76	1,856.27	119.76	1,976.03	119.76	2,095.79	119.76	2,215.55	119.76	2,335.31	119.76	2,455.07
wowd45000811	Mains-Costain Coal	7/1/1993	SL	40.0	28,978.62	10,263.34	724.47	10,987.81	724.47	11,712.28	724.47	12,436.75	724.47	13,161.22	724.47	13,885.69	724.47	14,610.16
wowd45000812	Mains-Walker	6/1/1993	SL	40.0	58,282.99	21,241.66	1,456.57	22,698.23	1,456.57	24,154.80	1,456.57	25,611.37	1,456.57	27,067.94	1,456.57	28,524.51	1,456.57	29,981.08
wowd45000813	Mains-CDBG	8/15/1993	SL	40.0	439,743.55	158,490.62	10,993.59	169,484.51	10,993.59	180,478.10	10,993.59	191,471.69	10,993.59	202,465.28	10,993.59	213,458.87	10,993.59	224,452.46
wowd45000814	Mains-Stage 1	11/15/1993	SL	40.0	1,154,175.91	408,770.87	28,854.40	437,625.07	28,854.40	466,479.47	28,854.40	495,333.87	28,854.40	524,188.27	28,854.40	553,042.67	28,854.40	581,897.07
wowd45000815	Trans & Dist Main	7/1/1994	SL	40.0	4,644.20	1,567.47	116.11	1,683.58	116.11	1,799.89	116.11	1,916.20	116.11	2,032.51	116.11	2,148.82	116.11	2,265.13
wowd45000816	Mains-CDBG	7/1/1994	SL	40.0	408,384.81	137,154.86	10,159.82	147,314.48	10,159.82	157,474.10	10,159.82	167,633.72	10,159.82	177,893.34	10,159.82	187,652.96	10,159.82	198,112.58
wowd45000817	Mains-Stage 1	7/1/1994	SL	40.0	69,270.96	33,503.91	2,481.77	35,985.58	2,481.77	38,467.45	2,481.77	40,949.22	2,481.77	43,430.99	2,481.77	45,912.76	2,481.77	48,394.53
wowd45000818	Waterline for County	8/31/1996	SL	40.0	38,088.62	10,791.82	952.22	11,744.04	952.22	12,696.26	952.22	13,648.48	952.22	14,600.70	952.22	15,552.92	952.22	16,505.14
wowd45000819	43685 ft. 12"	10/31/1996	SL	40.0	777,781.69	217,130.70	19,444.54	236,575.24	19,444.54	256,019.78	19,444.54	275,464.32	19,444.54	294,908.86	19,444.54	314,353.40	19,444.54	333,797.94
wowd45000820	3" and 4" Line Ext	6/30/1998	SL	40.0	107,415.59	25,511.20	2,685.39	28,196.59	2,685.39	30,881.95	2,685.39	33,567.37	2,685.39	36,252.76	2,685.39	38,938.15	2,685.39	41,623.54
wowd45000821	Mains	12/31/1999	SL	40.0	33,369.00	6,743.35	834.23	7,577.58	834.23	8,411.81	834.23	9,246.04	834.23	10,080.27	834.23	10,914.50	834.23	11,748.73
wowd45000822	Mains	12/31/2000	SL	40.0	74,666.00	13,222.10	1,866.65	15,088.75	1,866.65	16,955.40	1,866.65	18,822.05	1,866.65	20,688.70	1,866.65	22,555.35	1,866.65	24,422.00
wowd45000823	Mains	6/30/2001	SL	10.0	351,931.01	231,887.91	35,193.10	266,881.01	35,193.10	302,074.11	35,193.10	337,267.21	35,193.10	372,460.31	35,193.10	407,653.41	35,193.10	442,846.51
wowd45000824	Mains	6/30/2002	SL	40.0	508,234.28	89,998.00	12,830.88	82,628.88	12,830.88	95,459.76	12,830.88	107,888.58	12,830.88	120,519.44	12,830.88	133,150.30	12,830.88	145,781.16
wowd45000825	Mains	6/30/2003	SL	40.0	777,854.62	81,893.63	18,196.38	100,079.99	18,196.38	118,276.35	18,196.38	136,472.71	18,196.38	154,669.07	18,196.38	172,865.43	18,196.38	191,061.79
wowd45000826	Mains	6/30/2004	SL	40.0	460,105.76	46,019.57	11,504.89	57,524.46	11,504.89	69,029.35	11,504.89	80,534.24	11,504.89	92,039.13	11,504.89	103,544.02	11,504.89	115,048.91
wowd45000827	Trans & Dist Mains	6/30/2005	SL	40.0	897,529.14	56,095.56	22,438.23	78,533.79	22,438.23	100,972.02	22,438.23	123,410.25	22,438.23	145,848.48	22,438.23	168,286.71	22,438.23	190,724.94
wowd45000828	Hvy 1825/120 Trans & Dist Mains	6/30/2006	SL	40.0	434,938.44	16,310.19	10,873.46	27,183.65	10,873.46	38,057.11	10,873.46	48,930.57	10,873.46	59,804.03	10,873.46	70,677.49	10,873.46	81,550.95
wowd45000829	Mains	6/30/2007	SL	40.0	62,095.61	1,779.09	1,302.39	3,081.48	1,302.39	4,383.87	1,302.39	5,686.26	1,302.39	6,988.65	1,302.39	8,291.04	1,302.39	9,593.43
wowd45000830	Mains	6/30/2008	SL	40.0	93,209.24	1,165.10	2,330.23	3,495.33	2,330.23	5,825.56	2,330.23	8,155.79	2,330.23	10,486.02	2,330.23	12,816.25	2,330.23	15,146.48
wowd45000831	Mains	6/30/2009	SL	40.0	602,350.24	0.00	0.00	7,529.38	0.00	22,588.14	15,058.76	37,646.90	15,058.76	52,705.66	15,058.76	67,764.42	15,058.76	82,823.18
wowd45000832	Henderson Reconnect	9/12/2009	SL	40.0	64,485.48	0.00	0.00	0.00	0.00	880.70	880.70	1,361.39	1,361.39	2,042.09	2,042.09	2,722.79	2,722.79	3,403.48
wowd45000833	Mains	6/30/2010	SL	40.0	33,587.47	0.00	0.00	0.00	0.00	0.00	419.84	419.84	839.69	1,259.33	839.69	2,099.22	839.69	2,938.91
wowd45000834	Mains-Carville Clark Rd	6/30/2011	SL	40.0	2,502.54	0.00	0.00	0.00	0.00	0.00	0.00	0.00	31.28	31.28	62.56	93.84	62.56	156.40
wowd45000835	Mains-Noble Crowley/Jim Wilkes Rd	6/30/2011	SL	40.0	16,684.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00	208.31	208.31	416.62	624.93	416.62	1,041.55

Subtotal before dispositions:					10,088,713.59	2,899,062.72	257,387.54	3,156,450.26	265,597.61	3,422,047.89	268,698.15	3,688,748.03	246,828.30	3,935,574.33	247,067.92	4,182,642.25	217,740.29	4,400,382.54
Less dispositions and exchanges					-	-	-	-</										

wwd5000911	Meters	7/1/1988	SL	10.0	-	615.00	615.00	0.00	615.00	0.00	615.00	0.00	615.00	0.00	615.00	-	615.00	-	615.00		
wwd5000912	Meter Installation	7/1/1988	SL	10.0	1,585.00	1,585.00	0.00	1,585.00	0.00	1,585.00	0.00	1,585.00	0.00	1,585.00	0.00	1,585.00	-	1,585.00	-	1,585.00	
wwd5000913	Meters & Installation	7/1/1989	SL	10.0	5,092.63	5,092.63	0.00	5,092.63	0.00	5,092.63	0.00	5,092.63	0.00	5,092.63	0.00	5,092.63	-	5,092.63	-	5,092.63	
wwd5000914	Meters & Installation	7/1/1990	SL	10.0	6,900.05	6,900.05	0.00	6,900.05	0.00	6,900.05	0.00	6,900.05	0.00	6,900.05	0.00	6,900.05	-	6,900.05	-	6,900.05	
wwd5000915	Meters & Installation	7/1/1991	SL	10.0	6,581.54	6,581.54	0.00	6,581.54	0.00	6,581.54	0.00	6,581.54	0.00	6,581.54	0.00	6,581.54	-	6,581.54	-	6,581.54	
wwd5000916	Meters & Installation	7/1/1992	SL	10.0	5,812.22	5,812.22	0.00	5,812.22	0.00	5,812.22	0.00	5,812.22	0.00	5,812.22	0.00	5,812.22	-	5,812.22	-	5,812.22	
wwd5000917	Meters & Installation	7/1/1992	SL	10.0	270.00	270.00	0.00	270.00	0.00	270.00	0.00	270.00	0.00	270.00	0.00	270.00	-	270.00	-	270.00	
wwd5000918	Meters & Installation	7/1/1993	SL	10.0	3,085.14	3,085.14	0.00	3,085.14	0.00	3,085.14	0.00	3,085.14	0.00	3,085.14	0.00	3,085.14	-	3,085.14	-	3,085.14	
wwd5000919	Meters & Installation	7/1/1993	SL	10.0	16,165.00	16,165.00	0.00	16,165.00	0.00	16,165.00	0.00	16,165.00	0.00	16,165.00	0.00	16,165.00	-	16,165.00	-	16,165.00	
wwd5000920	Meters & Installation	7/1/1994	SL	10.0	14,299.48	14,299.48	0.00	14,299.48	0.00	14,299.48	0.00	14,299.48	0.00	14,299.48	0.00	14,299.48	-	14,299.48	-	14,299.48	
wwd5000921	Meters & Installation	7/1/1995	SL	10.0	6,421.73	6,421.73	0.00	6,421.73	0.00	6,421.73	0.00	6,421.73	0.00	6,421.73	0.00	6,421.73	-	6,421.73	-	6,421.73	
wwd5000922	35 Meters & Installation	6/30/1996	SL	10.0	21,962.10	21,962.10	0.00	21,962.10	0.00	21,962.10	0.00	21,962.10	0.00	21,962.10	0.00	21,962.10	-	21,962.10	-	21,962.10	
wwd5000923	Meter Installation	6/30/1997	SL	10.0	27,437.25	27,437.25	0.00	27,437.25	0.00	27,437.25	0.00	27,437.25	0.00	27,437.25	0.00	27,437.25	-	27,437.25	-	27,437.25	
wwd5000924	Meter Boxes & Installation	6/30/1998	SL	10.0	35,702.72	35,702.72	1,785.15	35,702.72	0.00	35,702.72	0.00	35,702.72	0.00	35,702.72	0.00	35,702.72	-	35,702.72	-	35,702.72	
wwd5000925	Meters & Installation	12/31/1999	SL	10.0	10,728.00	8,670.18	1,072.80	9,742.78	983.22	10,728.00	0.00	10,728.00	0.00	10,728.00	0.00	10,728.00	-	10,728.00	-	10,728.00	
wwd5000928	New Meters	12/31/1999	SL	10.0	3,417.00	2,762.08	341.70	3,103.78	313.22	3,417.00	0.00	3,417.00	0.00	3,417.00	0.00	3,417.00	-	3,417.00	-	3,417.00	
wwd5000927	New Meters	1/23/2000	SL	10.0	12,404.00	9,923.20	1,240.40	11,163.60	1,240.40	12,404.00	0.00	12,404.00	0.00	12,404.00	0.00	12,404.00	-	12,404.00	-	12,404.00	
wwd5000928	New Meters	6/30/2001	SL	10.0	28,977.38	17,760.12	2,697.74	20,457.89	2,697.74	23,155.59	2,697.74	25,853.33	1,124.03	26,977.38	-	26,977.38	-	26,977.38	-	26,977.38	
wwd5000930	New Meters	6/30/2002	SL	10.0	28,781.63	15,629.88	2,878.18	18,703.04	2,878.18	21,589.21	2,878.18	24,464.37	2,878.18	27,342.53	1,439.10	28,781.63	-	28,781.63	-	28,781.63	
wwd5000931	New Meters	6/30/2003	SL	10.0	15,167.14	6,825.20	1,518.71	8,343.91	1,518.71	9,862.63	1,518.71	11,375.34	1,518.71	12,892.05	1,518.71	14,408.76	758.38	15,167.14	-	15,167.14	
wwd5000932	New Meters	6/30/2004	SL	10.0	35,314.45	14,125.80	3,531.45	17,687.25	3,531.45	21,188.69	3,531.45	24,720.14	3,531.45	28,251.59	3,531.45	31,783.04	3,631.41	35,314.45	-	35,314.45	
wwd5000933	New Meters	6/30/2005	SL	10.0	20,433.81	5,108.45	2,043.38	7,151.83	2,043.38	9,195.21	2,043.38	11,238.59	2,043.38	13,281.97	2,043.38	15,325.35	2,043.38	17,368.73	-	17,368.73	
wwd5000934	New Meters	6/30/2005	SL	10.0	2,727.34	4,091.01	2,727.34	0.00	0.00	0.00	2,727.34	0.00	2,727.34	0.00	2,727.34	0.00	2,727.34	-	2,727.34	-	2,727.34
wwd5000935	New Meters & Installation	6/30/2007	SL	10.0	24,488.00	1,224.40	2,448.80	3,673.20	2,448.80	6,122.00	2,448.80	8,570.80	2,448.80	11,019.50	2,448.80	13,468.40	2,448.80	15,917.20	-	15,917.20	
wwd5000936	New Meters & Installation	6/30/2008	SL	10.0	252,745.73	0.00	12,637.29	12,637.29	25,274.57	37,911.86	25,274.57	63,186.44	25,274.57	88,461.01	25,274.57	113,735.58	25,274.57	139,010.16	-	139,010.16	
wwd5000937	New Meters & Installation	6/30/2009	SL	10.0	19,380.14	0.00	0.00	0.00	7,969.01	7,969.01	15,938.01	23,907.02	15,938.01	39,845.03	15,938.01	55,783.04	15,938.01	71,721.05	-	71,721.05	
wwd5000938	New Meters & Installation	6/30/2010	SL	10.0	27,057.21	0.00	0.00	0.00	0.00	0.00	1,354.88	1,354.88	2,709.72	4,064.58	2,709.72	6,774.30	2,709.72	9,484.02	-	9,484.02	
wwd5000939	New Meters & Installation	6/30/2011	SL	10.0	58,134.52	0.00	0.00	0.00	0.00	0.00	2,906.73	2,906.73	5,813.45	8,720.18	5,813.45	14,533.63	-	14,533.63	-	14,533.63	
wwd5000940	New Meters & Installation	6/30/2012	SL	10.0	9,938.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00	496.50	496.50	993.82	1,490.72	-	1,490.72	-	1,490.72	

Subtotal before dispositions:					969,520.57	341,777.22	34,920.72	376,697.94	53,624.00	430,321.94	60,411.02	490,732.96	63,098.90	553,831.86	63,939.43	617,771.29	62,238.88	680,010.17	-	-	
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for Q-Meters & Installation (334-0004)					969,520.57	341,777.22	34,920.72	376,697.94	53,624.00	430,321.94	60,411.02	490,732.96	63,098.90	553,831.86	63,939.43	617,771.29	62,238.88	680,010.17	-	-	-

P-Hydrants (335-0004)																					
wwd55000101	Hydrants	7/1/1981	SL	40.0	45,271.00	29,992.16	1,131.78	31,123.94	1,131.78	32,255.72	1,131.78	33,387.50	1,131.78	34,519.28	1,131.78	35,651.06	1,131.78	36,782.84	-	-	
wwd55000102	Hydrants	7/1/1992	SL	40.0	580.00	224.75	14.50	239.25	14.50	253.75	14.50	268.25	14.50	282.75	14.50	297.25	14.50	311.75	-	-	
wwd55000103	Hydrants-Castain Coal	11/15/1993	SL	40.0	1,365.00	483.50	34.13	517.63	34.13	551.76	34.13	585.89	34.13	620.02	34.13	654.15	34.13	688.28	-	-	
wwd55000104	Hydrants	7/1/1994	SL	40.0	1,346.00	454.28	33.65	487.93	33.65	521.58	33.65	555.23	33.65	588.88	33.65	622.53	33.65	658.18	-	-	
wwd55000105	Hydrants	12/31/1995	SL	40.0	351.25	105.36	8.78	114.14	8.78	122.92	8.78	131.70	8.78	140.48	8.78	149.26	8.78	158.04	-	-	
wwd55000108	1 Hydrant	4/24/1996	SL	40.0	3,708.44	1,081.62	92.71	1,174.33	92.71	1,267.04	92.71	1,359.75	92.71	1,452.46	92.71	1,545.17	92.71	1,637.88	-	-	
wwd55000107	Hydrants	12/31/1999	SL	10.0	900.00	727.50	90.00	817.50	90.00	907.50	-7.50	900.00	0.00	900.00	0.00	900.00	-	900.00	-	-	
wwd55000108	Hydrants	6/31/2004	SL	40.0	2,187.16	215.72	53.93	269.65	53.93	323.58	53.93	377.51	53.93	431.44	53.93	485.37	53.93	539.30	-	-	
wwd55000109	Hydrants	6/30/2005	SL	40.0	1,112.59	69.53	27.81	97.34	27.81	125.15	27.81	152.98	27.81	180.77	27.81	208.58	27.81	236.39	-	-	
wwd55000109	Auto Flusher	7/16/2009	SL	10.0	1,265.00	0.00	0.00	0.00	0.00	63.25	63.25	126.50	189.75	126.50	315.25	126.50	442.75	126.50	569.25	-	-
wwd55000110	Hydrants	6/30/2012	SL	10.0	1,699.76	0.00	0.00	0.00	0.00	0.00	0.00	0.00	84.98	84.98	169.96	169.96	254.96	-	-	-	

Subtotal before dispositions:					58,756.13	33,354.42	1,487.29	34,841.71	1,550.54	36,392.25	1,516.29	37,908.54	1,523.79	39,432.33	1,608.77	41,041.10	1,693.77	42,734.87	-	-	
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for P-Hydrants (335-0004)					58,756.13	33,354.42	1,487.29	34,841.71	1,550.54	36,392.25	1,516.29	37,908.54	1,523.79	39,432.33	1,608.77	41,041.10	1,693.77	42,734.87	-	-	-

Q-Other Plant & Miscellaneous Equipment(339-0004)																					
wwd57000101	Lab & Meter Stand	3/27/1995	SL	10.0	759.00	759.00	0.00	759.00	0.00	759.00	0.00	759.00	-	759.00	-	759.00	-	759.00	-	-	
wwd57000102	Portable Scale	3/28/1995	SL	10.0	295.00	295.00	0.00	295.00	0.00	295.00	0.00	295.00	-	295.00	-	295.00	-	295.00	-	-	
wwd57000103	Chlorine Detector	4/26/1995	SL	10.0	1,622.24	1,622.24	0.00	1,622.24	0.00	1,622.24	0.00	1,622.24	-	1,622.24	-	1,622.24	-	1,622.24	-	-	
wwd57000104	W T Pump	5/2/1995	SL	10.0	3,025.00	3,025.00	0.00	3,025.00	0.00	3,025.00	0.00	3,025.00	-	3,025.00	-	3,025.00	-	3,025.00	-	-	
wwd57000105	Hydro Cleaning System	4/6/1995	SL	10.0	1,148.90	1,148.90	0.00	1,148.90	0.00	1,148.90	0.00	1,148.90	-	1,148.90	-	1,148.90	-	1,148.90	-	-	
wwd57000106	Monitor & Tripod	1/14/1997	SL	10.0	3,882.24	3,882.24	0.00	3,882.24	0.00	3,882.24	0.00	3,882.24	-	3,882.24	-	3,882.24	-	3,882.24	-	-	
wwd57000107	S-20 With Aluminum	5/22/1997	SL	10.0	903.73	903.73	0.00	903.73	0.00	903.73	0.00	903.73	-	903.73	-	903.73	-	903.73	-	-	
wwd57000108	UPS System	7/31/1997	SL	10.0	931.48	931.48	0.00	931.48	0.00	931.48	0.00	931.48	-	931.48	-	931.48	-	931.48	-	-	

Less dispositions and exchanges
Net for Q-Other Plant & Misc Equipment(219-0004)

R-Office Furniture & Equipment (340-0085)

						24,349.59	18,350.58	983.43	19,334.01	983.43	20,317.44	983.43	21,300.87	983.43	22,284.30	567.21	22,851.51	599.23	23,450.74	
wcwf60000204	Desk & Chair	8/1/1985	SL	5.0	629.95	629.95	0.00	629.95	0.00	629.95	0.00	629.95	-	629.95	-	629.95	-	629.95	-	629.95
wcwf60000209	File, Table & Chairs	7/1/1991	SL	5.0	579.58	579.58	0.00	579.58	0.00	579.58	0.00	579.58	-	579.58	-	579.58	-	579.58	-	579.58
wcwf60000211	Refrigerator	7/13/1992	SL	5.0	600.00	600.00	0.00	600.00	0.00	600.00	0.00	600.00	-	600.00	-	600.00	-	600.00	-	600.00
wcwf60000213	Fire Extinguishers	8/18/1992	SL	5.0	278.95	278.95	0.00	278.95	0.00	278.95	0.00	278.95	-	278.95	-	278.95	-	278.95	-	278.95
wcwf60000217	Carpet	9/10/1993	SL	10.0	2,907.14	2,907.14	0.00	2,907.14	0.00	2,907.14	0.00	2,907.14	-	2,907.14	-	2,907.14	-	2,907.14	-	2,907.14
wcwf60000219	Low Seat	10/27/1993	SL	5.0	199.00	199.00	0.00	199.00	0.00	199.00	0.00	199.00	-	199.00	-	199.00	-	199.00	-	199.00
wcwf60000220	Table & 4 Chairs	10/27/1993	SL	5.0	269.00	269.00	0.00	269.00	0.00	269.00	0.00	269.00	-	269.00	-	269.00	-	269.00	-	269.00
wcwf60000222	End Tables	10/27/1993	SL	5.0	269.00	269.00	0.00	269.00	0.00	269.00	0.00	269.00	-	269.00	-	269.00	-	269.00	-	269.00
wcwf60000223	T V Stand	10/27/1993	SL	5.0	198.90	198.90	0.00	198.90	0.00	198.90	0.00	198.90	-	198.90	-	198.90	-	198.90	-	198.90
wcwf60000224	2 Signs	10/29/1993	SL	5.0	430.00	430.00	0.00	430.00	0.00	430.00	0.00	430.00	-	430.00	-	430.00	-	430.00	-	430.00
wcwf60000225	12 Chairs, Table	10/29/1993	SL	5.0	2,669.10	2,669.10	0.00	2,669.10	0.00	2,669.10	0.00	2,669.10	-	2,669.10	-	2,669.10	-	2,669.10	-	2,669.10
wcwf60000226	4 Desks	10/29/1993	SL	5.0	1,874.95	1,874.95	0.00	1,874.95	0.00	1,874.95	0.00	1,874.95	-	1,874.95	-	1,874.95	-	1,874.95	-	1,874.95
wcwf60000227	3 Credenzas	10/29/1993	SL	5.0	1,349.85	1,349.85	0.00	1,349.85	0.00	1,349.85	0.00	1,349.85	-	1,349.85	-	1,349.85	-	1,349.85	-	1,349.85
wcwf60000228	8 Chairs	10/29/1993	SL	5.0	1,400.00	1,400.00	0.00	1,400.00	0.00	1,400.00	0.00	1,400.00	-	1,400.00	-	1,400.00	-	1,400.00	-	1,400.00
wcwf60000229	Prints & Framing	10/29/1993	SL	5.0	324.82	324.82	0.00	324.82	0.00	324.82	0.00	324.82	-	324.82	-	324.82	-	324.82	-	324.82
wcwf60000230	Refrigerator	11/1/1993	SL	5.0	510.00	510.00	0.00	510.00	0.00	510.00	0.00	510.00	-	510.00	-	510.00	-	510.00	-	510.00
wcwf60000232	VCR & Cassettes	11/5/1993	SL	5.0	259.58	259.58	0.00	259.58	0.00	259.58	0.00	259.58	-	259.58	-	259.58	-	259.58	-	259.58
wcwf60000233	Vacuum	11/5/1993	SL	5.0	149.00	149.00	0.00	149.00	0.00	149.00	0.00	149.00	-	149.00	-	149.00	-	149.00	-	149.00
wcwf60000234	Microwave	11/5/1993	SL	5.0	149.00	149.00	0.00	149.00	0.00	149.00	0.00	149.00	-	149.00	-	149.00	-	149.00	-	149.00
wcwf60000235	Fax Machine	11/5/1993	SL	5.0	639.00	639.00	0.00	639.00	0.00	639.00	0.00	639.00	-	639.00	-	639.00	-	639.00	-	639.00
wcwf60000236	Bookcases	12/10/1993	SL	5.0	238.00	238.00	0.00	238.00	0.00	238.00	0.00	238.00	-	238.00	-	238.00	-	238.00	-	238.00
wcwf60000237	Mini Blinds	12/11/1993	SL	5.0	549.42	549.42	0.00	549.42	0.00	549.42	0.00	549.42	-	549.42	-	549.42	-	549.42	-	549.42
wcwf60000238	Sign	12/27/1993	SL	5.0	215.00	215.00	0.00	215.00	0.00	215.00	0.00	215.00	-	215.00	-	215.00	-	215.00	-	215.00
wcwf60000239	Tables	10/28/1993	SL	5.0	967.20	967.20	0.00	967.20	0.00	967.20	0.00	967.20	-	967.20	-	967.20	-	967.20	-	967.20
wcwf60000240	Chair & Hal Tree	12/18/1993	SL	5.0	148.00	148.00	0.00	148.00	0.00	148.00	0.00	148.00	-	148.00	-	148.00	-	148.00	-	148.00
wcwf60000241	Time Clock	7/1/1994	SL	5.0	349.00	349.00	0.00	349.00	0.00	349.00	0.00	349.00	-	349.00	-	349.00	-	349.00	-	349.00
wcwf60000244	Clocks & Radios	7/1/1994	SL	5.0	109.76	109.76	0.00	109.76	0.00	109.76	0.00	109.76	-	109.76	-	109.76	-	109.76	-	109.76
wcwf60000245	Printer Stand	7/1/1994	SL	5.0	122.75	122.75	0.00	122.75	0.00	122.75	0.00	122.75	-	122.75	-	122.75	-	122.75	-	122.75
wcwf60000248	Shelves	7/1/1994	SL	5.0	267.96	267.96	0.00	267.96	0.00	267.96	0.00	267.96	-	267.96	-	267.96	-	267.96	-	267.96
wcwf60000248	Bar Stool	7/1/1994	SL	5.0	49.00	49.00	0.00	49.00	0.00	49.00	0.00	49.00	-	49.00	-	49.00	-	49.00	-	49.00
wcwf60000249	Heating & Cooling	7/1/1994	SL	5.0	1,036.10	1,036.10	0.00	1,036.10	0.00	1,036.10	0.00	1,036.10	-	1,036.10	-	1,036.10	-	1,036.10	-	1,036.10
wcwf60000250	Microwave	7/1/1994	SL	5.0	169.97	169.97	0.00	169.97	0.00	169.97	0.00	169.97	-	169.97	-	169.97	-	169.97	-	169.97
wcwf60000253	Camera	7/1/1994	SL	5.0	49.97	49.97	0.00	49.97	0.00	49.97	0.00	49.97	-	49.97	-	49.97	-	49.97	-	49.97
wcwf60000254	Printer	7/1/1994	SL	5.0	740.89	740.89	0.00	740.89	0.00	740.89	0.00	740.89	-	740.89	-	740.89	-	740.89	-	740.89
wcwf60000255	Uniled Systems	1/23/1996	SL	10.0	2,816.98	2,816.98	0.00	2,816.98	0.00	2,816.98	0.00	2,816.98	-	2,816.98	-	2,816.98	-	2,816.98	-	2,816.98
wcwf60000256	T.V. Sets	1/28/1995	SL	10.0	199.99	199.99	0.00	199.99	0.00	199.99	0.00	199.99	-	199.99	-	199.99	-	199.99	-	199.99
wcwf60000257	Computer Mouse	2/17/1995	SL	10.0	83.60	83.60	0.00	83.60	0.00	83.60	0.00	83.60	-	83.60	-	83.60	-	83.60	-	83.60
wcwf60000258	Fax & 2 Modems	3/28/1995	SL	10.0	797.90	797.90	0.00	797.90	0.00	797.90	0.00	797.90	-	797.90	-	797.90	-	797.90	-	797.90
wcwf60000259	Inacom-Computer	4/26/1995	SL	10.0	7,566.75	7,566.75	0.00	7,566.75	0.00	7,566.75	0.00	7,566.75	-	7,566.75	-	7,566.75	-	7,566.75	-	7,566.75
wcwf60000260	Automatic Time Clock	5/30/1995	SL	10.0	279.99	279.99	0.00	279.99	0.00	279.99	0.00	279.99	-	279.99	-	279.99	-	279.99	-	279.99
wcwf60000261	Microwave	6/7/1995	SL	10.0	177.97	177.97	0.00	177.97	0.00	177.97	0.00	177.97	-	177.97	-	177.97	-	177.97	-	177.97
wcwf60000262	2 Calculators	7/19/1995	SL	10.0	99.74	99.74	0.00	99.74	0.00	99.74	0.00	99.74	-	99.74	-	99.74	-	99.74	-	99.74
wcwf60000263	Sharp Camcorder	12/31/1995	SL	10.0	866.48	866.48	0.00	866.48	0.00	866.48	0.00	866.48	-	866.48	-	866.48	-	866.48	-	866.48
wcwf60000264	Furniture	12/31/1995	SL	10.0	2,202.20	2,202.20	0.00	2,202.20	0.00	2,202.20	0.00	2,202.20	-	2,202.20	-	2,202.20	-	2,202.20	-	2,202.20
wcwf60000265	Laminator	3/28/1996	SL	10.0	209.44	209.44	0.00	209.44	0.00	209.44	0.00	209.44	-	209.44	-	209.44	-	209.44	-	209.44
wcwf60000266	15" VGA Monitor	3/24/1996	SL	10.0	386.65	386.65	0.00	386.65	0.00	386.65	0.00	386.65	-	386.65	-	386.65	-	386.65	-	386.65
wcwf60000267	Calculator	5/29/1996	SL	10.0	109.95	109.95	0.00	109.95	0.00	109.95	0.00	109.95	-	109.95	-	109.95	-	109.95	-	109.95
wcwf60000268	2 Office Chairs	7/16/1996	SL	10.0	474.65	474.65	0.00	474.65	0.00	474.65	0.00	474.65	-	474.65	-	474.65	-	474.65	-	474.65
wcwf60000269	Uniled Software	12/23/1996	SL	5.0	659.00	659.00	0.00	659.00	0.00	659.00	0.00	659.00	-	659.00	-	659.00	-	659.00	-	659.00
wcwf60000270	Tool Boxes	3/21/1997	SL	10.0	545.34	545.34	0.00	545.34	0.00	545.34	0.00	545.34	-	545.34	-	545.34	-	545.34	-	545.34
wcwf60000271	Color Scanner	3/27/1997	SL	10.0	263.57	263.57	0.00	263.57	0.00	263.57	0.00	263.57	-	263.57	-	263.57	-	263.57	-	263.57
wcwf60000272	Copier	4/9/1997	SL	5.0	4,812.50	4,812.50	0.00	4,812.50	0.00	4,812.50	0.00	4,812.50	-	4,812.50	-	4,812.50	-	4,812.50	-	4,812.50
wcwf60000273	Computer Hardware	4/9/1997	SL	5.0	327.00	327.00	0.00	327.00	0.00	327										

wwd50000283	Furniture Hardware	10/4/1999	SL	5.0	3,508.00	3,508.00	0.00	3,508.00	0.00	3,508.00	0.00	3,508.00	-	3,508.00	-	3,508.00	-	3,508.00
wwd50000284	Drawer File	4/6/1999	SL	5.0	826.00	826.00	0.00	826.00	0.00	826.00	0.00	826.00	-	826.00	-	826.00	-	826.00
wwd50000285	Drawer File	4/6/1999	SL	5.0	779.00	779.00	0.00	779.00	0.00	779.00	0.00	779.00	-	779.00	-	779.00	-	779.00
wwd50000286	Desk	6/20/2000	SL	10.0	190.00	144.08	19.00	163.08	19.00	182.08	7.92	190.00	-	190.00	-	190.00	-	190.00
wwd50000287	Digital Copy Machine	2/14/2001	SL	10.0	6,468.87	4,474.31	646.89	5,121.20	646.89	5,768.09	646.89	6,414.98	53.89	6,468.87	-	6,468.87	-	6,468.87
wwd50000288	Computer 5HT 10	4/13/2001	SL	10.0	893.00	602.78	89.30	692.08	89.30	781.38	89.30	870.68	22.32	893.00	-	893.00	-	893.00
wwd50000289	Computer 700 MI	10/12/2001	SL	10.0	1,400.00	875.00	140.00	1,015.00	140.00	1,155.00	140.00	1,295.00	105.00	1,400.00	-	1,400.00	-	1,400.00
wwd50000290	Typewriter Stand	8/7/2003	SL	10.0	469.95	207.57	47.00	254.57	47.00	301.57	47.00	348.57	47.00	385.57	47.00	442.57	27.38	469.95
wwd50000291	Spasia D11359 GI	12/17/2003	SL	5.0	3,250.00	2,600.00	650.00	3,250.00	650.00	3,900.00	650.00	4,550.00	(1,300.00)	3,250.00	-	3,250.00	-	3,250.00
wwd50000292	Computers & Software	8/30/2004	SL	10.0	13,925.32	5,570.12	1,392.53	6,862.65	1,392.53	8,355.18	1,392.53	9,747.72	1,392.53	11,140.25	1,392.53	12,532.78	1,392.54	13,925.32
wwd50000293	Camera & Camcorder	6/30/2005	SL	10.0	1,541.47	385.37	154.15	539.52	154.15	693.67	154.15	847.82	154.15	1,001.97	154.15	1,156.12	154.15	1,310.27
wwd50000294	Office Equipment	6/30/2006	SL	10.0	2,503.93	375.58	250.39	625.97	250.39	876.36	250.39	1,126.75	250.39	1,377.14	250.39	1,627.53	250.39	1,877.92
wwd50000295	Copier	6/30/2008	SL	10.0	3,779.86	0.00	189.00	189.00	377.99	566.99	377.99	944.97	377.99	1,322.96	377.99	1,700.95	377.99	2,078.94
wwd50000296	Computer	1/23/2009	SL	5.0	1,475.79	0.00	0.00	0.00	147.59	147.59	295.18	442.74	295.18	737.90	295.18	1,033.08	295.18	1,328.22
wwd50000297	Office Equipment	6/30/2010	SL	10.0	10,163.04	-	-	-	-	-	509.15	509.15	1,016.30	1,525.45	1,016.30	2,541.75	1,016.30	3,558.05
wwd50000298	Scada Computer System	6/30/2011	SL	10.0	27,800.00	-	-	-	-	-	-	-	1,390.00	1,390.00	2,760.00	4,170.00	2,760.00	6,950.00
wwd50000299	Bar Code Scanning	6/30/2012	SL	10.0	787.95	-	-	-	-	-	-	-	-	38.29	38.29	76.58	115.09	-
wwd50000300	(2) Ipeds & Cases	6/30/2012	SL	10.0	1,652.93	-	-	-	-	-	-	-	-	82.64	82.64	165.29	247.93	-

Subtotal before dispositions:					142,079.15	81,026.85	3,583.25	84,810.10	3,914.82	88,524.94	4,580.47	93,085.42	3,804.73	96,890.15	6,434.45	103,324.60	8,536.00	109,860.60
Less dispositions and exchanges					-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for R-Office Furniture & Equipment (340-0005)					142,079.15	81,026.85	3,583.25	84,810.10	3,914.82	88,524.94	4,580.47	93,085.42	3,804.73	96,890.15	6,434.45	103,324.60	8,536.00	109,860.60

S-Transportation Equipment (341-0005)

wwd50000306	Chevrolet Pickup	7/1/1994	SL	5.0	7,500.00	7,500.00	0.00	7,500.00	0.00	7,500.00	0.00	7,500.00	-	7,500.00	-	7,500.00	-	7,500.00
wwd50000309	2-Wheel Trailer	6/2/1995	SL	5.0	450.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00	-	450.00	-	450.00	-	450.00
wwd50000310	Polecraft 50 HP	12/5/1998	SL	5.0	4,398.85	4,398.85	0.00	4,398.85	0.00	4,398.85	0.00	4,398.85	-	4,398.85	-	4,398.85	-	4,398.85
wwd50000311	Boat Equipment	1/14/1997	SL	5.0	632.43	632.43	0.00	632.43	0.00	632.43	0.00	632.43	-	632.43	-	632.43	-	632.43
wwd50000313	Timon 50 HP Etl	3/5/1997	SL	5.0	500.00	500.00	0.00	500.00	0.00	500.00	0.00	500.00	-	500.00	-	500.00	-	500.00
wwd50000315	Engine	12/31/1999	SL	5.0	1,924.00	1,924.00	0.00	1,924.00	0.00	1,924.00	0.00	1,924.00	-	1,924.00	-	1,924.00	-	1,924.00
wwd50000322	2005 Silverado 2500 4X4	5/3/2005	SL	5.0	18,806.00	9,403.00	3,781.20	13,164.20	3,781.20	18,925.40	1,880.60	18,806.00	-	18,806.00	-	18,806.00	-	18,806.00
wwd50000323	Extra Costs on Above Trucks	6/30/2005	SL	5.0	1,559.90	779.95	311.98	1,091.93	311.98	1,403.91	155.99	1,559.90	-	1,559.90	-	1,559.90	-	1,559.90
wwd50000324	2006 Chevy Silverado 1500	5/2/2006	SL	5.0	13,153.00	3,945.90	2,630.60	6,576.50	2,630.60	9,207.10	2,630.60	11,837.70	1,315.30	13,153.00	-	13,153.00	-	13,153.00
wwd50000325	2007 Chevy Silverado 1500	6/30/2007	SL	5.0	17,419.97	1,741.99	3,483.99	5,225.98	3,483.99	8,709.97	3,483.99	12,193.96	3,483.99	15,677.95	1,742.02	17,419.97	-	17,419.97
wwd50000326	Tractor & Implements	6/30/2008	SL	5.0	37,781.94	0.00	3,778.20	3,778.20	7,556.39	11,334.59	7,556.39	18,890.98	7,556.39	26,447.37	7,556.39	34,003.76	3,778.18	37,781.94
wwd50000327	2010 Dodge Grand Caravan	6/30/2010	SL	5.0	19,980.00	0.00	0.00	0.00	0.00	0.00	1,998.00	1,998.00	3,996.00	5,994.00	3,996.00	9,990.00	3,996.00	13,986.00
wwd50000328	2011 Chevy 1500	6/30/2011	SL	5.0	19,101.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,910.10	1,910.10	3,820.20	5,730.30	3,820.20	9,550.50
wwd50000329	2011 Ford F-250	6/30/2011	SL	5.0	21,673.48	0.00	0.00	0.00	0.00	0.00	0.00	2,167.35	2,167.35	4,334.70	6,502.05	4,334.70	10,838.75	-

Subtotal before dispositions:					164,880.57	31,278.12	13,965.97	45,242.09	20,315.16	62,986.25	18,991.07	80,691.82	20,429.13	101,120.95	21,449.31	122,570.26	15,929.08	138,499.34
Net for S-Transportation Equipment (341-0005)					164,880.57	31,278.12	13,965.97	45,242.09	20,315.16	62,986.25	18,991.07	80,691.82	20,429.13	101,120.95	21,449.31	122,570.26	15,929.08	138,499.34

T-Tools-Shop & Garage (343-0005)

wwd80000601	Tools	7/1/1994	SL	10.0	1,909.27	1,909.27	0.00	1,909.27	0.00	1,909.27	0.00	1,909.27	-	1,909.27	-	1,909.27	-	1,909.27
wwd80000602	Boil Bin	3/21/1995	SL	10.0	385.00	385.00	0.00	385.00	0.00	385.00	0.00	385.00	-	385.00	-	385.00	-	385.00
wwd80000603	Ridgid Tools	5/15/1998	SL	10.0	236.96	236.96	0.00	236.96	0.00	236.96	0.00	236.96	-	236.96	-	236.96	-	236.96
wwd80000604	Air Conditioner	7/20/1999	SL	5.0	1,100.00	1,100.00	0.00	1,100.00	0.00	1,100.00	0.00	1,100.00	-	1,100.00	-	1,100.00	-	1,100.00
wwd80000605	Tool Set	12/18/2000	SL	10.0	113.23	80.18	11.32	91.50	11.32	102.82	10.41	113.23	-	113.23	-	113.23	-	113.23
wwd80000606	Line Locator	11/15/2002	SL	10.0	3,447.58	1,898.17	344.76	2,240.93	344.76	2,585.69	344.76	2,930.45	344.76	3,275.21	172.37	3,447.58	-	3,447.58
wwd80000607	Pallet Jack	2/1/2003	SL	5.0	480.00	472.00	8.00	480.00	0.00	480.00	0.00	480.00	-	480.00	-	480.00	-	480.00
wwd80000608	Tools	6/30/2004	SL	10.0	5,908.49	2,362.60	590.65	2,953.25	590.65	3,543.90	590.65	4,134.55	590.65	4,725.20	590.65	5,315.85	590.64	5,908.49
wwd80000609	Tools	6/30/2005	SL	5.0	202.42	101.21	40.48	182.18	40.48	222.66	20.24	202.42	-	202.42	-	202.42	-	202.42
wwd80000610	4 Ton Cable Puller	3/9/2006	SL	5.0	161.98	59.30	32.40	91.70	32.40	124.09	32.40	156.49	5.49	161.98	-	161.98	-	161.98
wwd80000611	Chlorine Hoist	11/17/2006	SL	5.0	4,337.41	939.77	867.48	1,807.25	867.48	2,674.73	867.48	3,542.21	795.20	4,337.41	-	4,337.41	-	4,337.41
wwd80000612	Drill	6/30/2011	SL	5.0	189.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.00	19.00	37.99	56.99	37.99	94.98

Subtotal before dispositions:					18,470.32	9,542.48	1,895.09	11,437.55	1,887.09	13,324.64	1,865.94	15,190.58	1,755.10	16,945.68	801.01	17,746.69	628.63	18,375.32
Net for T-Tools-Shop & Garage (343-0005)					18,470.32	9,542.48	1,895.09	11,437.55	1,887.09	13,324.64	1,865.94	15,190.58	1,755.10	16,945.68	801.01	17,746.69	628.63	18,375.32

U-Lab Equipment (344-0005)

wwd85500001	Lab Equipment	12/31/1999	SL	10.0	7,418.00	5,896.22	741.80	6,738.02	679.98	7,418.00	0.00	7,418.00	-	7,418.00	-	7,418.00	-	7,418.00
wwd85500002	Equipment	1/1/1998	SL	10.0	925.82	925.82	0.00	925.82	0.00	925.82	0.00	925.82	-	925.82	-	925.82	-	925.82

vwcd8500003	Spectrometer	6/30/2004	SL	10.0	5,050.00	2,020.00	505.00	2,625.00	505.00	3,030.00	505.00	3,535.00	505.00	4,040.00	505.00	4,545.00	505.00	5,050.00	
Subtotal before dispositions:						13,393.82	8,942.04	1,246.80	10,188.84	1,184.98	11,373.82	505.00	11,878.82	505.00	12,383.82	505.00	12,888.82	505.00	13,393.82
Less dispositions and exchanges						-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for U-Lab Equipment (344-0005)						<u>13,393.82</u>	<u>8,942.04</u>	<u>1,246.80</u>	<u>10,188.84</u>	<u>1,184.98</u>	<u>11,373.82</u>	<u>505.00</u>	<u>11,878.82</u>	<u>505.00</u>	<u>12,383.82</u>	<u>505.00</u>	<u>12,888.82</u>	<u>505.00</u>	<u>13,393.82</u>
V-Power Operated Equipment (345-0005)																			
vwcd7000404	Weedeater	6/30/1992	SL	5.0	378.78	378.78	0.00	378.78	0.00	378.78	0.00	378.78	-	378.78	-	378.78	-	378.78	
vwcd7000406	Echo trimmer	7/1/1994	SL	5.0	377.12	377.12	0.00	377.12	0.00	377.12	0.00	377.12	-	377.12	-	377.12	-	377.12	
vwcd7000407	Loader	7/1/1994	SL	5.0	2,700.00	2,700.00	0.00	2,700.00	0.00	2,700.00	0.00	2,700.00	-	2,700.00	-	2,700.00	-	2,700.00	
vwcd7000408	Backhoe	7/1/1994	SL	5.0	4,300.00	4,300.00	0.00	4,300.00	0.00	4,300.00	0.00	4,300.00	-	4,300.00	-	4,300.00	-	4,300.00	
vwcd7000409	Upright Vac	7/1/1994	SL	3.0	159.00	159.00	0.00	159.00	0.00	159.00	0.00	159.00	-	159.00	-	159.00	-	159.00	
vwcd7000410	Wet/Dry Vac	7/1/1994	SL	3.0	99.99	99.99	0.00	99.99	0.00	99.99	0.00	99.99	-	99.99	-	99.99	-	99.99	
vwcd7000411	Lawnmower	5/22/1995	SL	10.0	1,205.83	1,205.83	0.00	1,205.83	0.00	1,205.83	0.00	1,205.83	-	1,205.83	-	1,205.83	-	1,205.83	
vwcd7000412	Pittsburg Tiller	5/22/1995	SL	10.0	1,550.00	1,550.00	0.00	1,550.00	0.00	1,550.00	0.00	1,550.00	-	1,550.00	-	1,550.00	-	1,550.00	
vwcd7000413	Forklift	4/7/1999	SL	10.0	19,110.00	16,721.25	1,911.00	18,632.25	477.75	19,110.00	0.00	19,110.00	-	19,110.00	-	19,110.00	-	19,110.00	
Subtotal before dispositions:						29,878.72	27,489.97	1,911.00	29,400.97	477.75	29,878.72	-	29,878.72	-	29,878.72	-	29,878.72	-	29,878.72
Less dispositions and exchanges						-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for V-Power Operated Equipment (345-0005)						<u>29,878.72</u>	<u>27,489.97</u>	<u>1,911.00</u>	<u>29,400.97</u>	<u>477.75</u>	<u>29,878.72</u>	<u>0.00</u>	<u>29,878.72</u>	<u>0.00</u>	<u>29,878.72</u>	<u>0.00</u>	<u>29,878.72</u>	<u>0.00</u>	<u>29,878.72</u>
W-Communication Equipment (346-0005)																			
vwcd75000503	Communication Equipment	7/1/1992	SL	5.0	1,513.15	1,513.15	0.00	1,513.15	0.00	1,513.15	0.00	1,513.15	-	1,513.15	-	1,513.15	-	1,513.15	
vwcd75000504	Communication Equipment	7/1/1992	SL	5.0	1,642.80	1,642.80	0.00	1,642.80	0.00	1,642.80	0.00	1,642.80	-	1,642.80	-	1,642.80	-	1,642.80	
vwcd75000505	Tele/Radio Control	11/1/1993	SL	5.0	5,164.50	5,164.50	0.00	5,164.50	0.00	5,164.50	0.00	5,164.50	-	5,164.50	-	5,164.50	-	5,164.50	
vwcd75000506	Mobile Radio	12/27/1993	SL	5.0	335.50	335.50	0.00	335.50	0.00	335.50	0.00	335.50	-	335.50	-	335.50	-	335.50	
vwcd75000507	Communication Equipment	7/1/1994	SL	5.0	3,451.13	3,451.13	0.00	3,451.13	0.00	3,451.13	0.00	3,451.13	-	3,451.13	-	3,451.13	-	3,451.13	
vwcd75000508	Telemetry	7/1/1994	SL	10.0	6,800.00	6,800.00	0.00	6,800.00	0.00	6,800.00	0.00	6,800.00	-	6,800.00	-	6,800.00	-	6,800.00	
vwcd75000509	Telephones	6/7/1995	SL	10.0	259.97	259.97	0.00	259.97	0.00	259.97	0.00	259.97	-	259.97	-	259.97	-	259.97	
vwcd75000510	Radio Phone	4/23/1997	SL	5.0	564.25	564.25	0.00	564.25	0.00	564.25	0.00	564.25	-	564.25	-	564.25	-	564.25	
vwcd75000511	Radio Equipment	5/18/1999	SL	10.0	1,222.44	1,059.42	122.24	1,181.66	40.78	1,222.44	0.00	1,222.44	-	1,222.44	-	1,222.44	-	1,222.44	
vwcd75000512	Radio Equipment	1/30/2004	SL	10.0	1,056.50	422.60	105.65	528.25	105.65	633.90	105.65	739.55	105.65	845.20	105.65	950.85	105.65	1,056.50	
vwcd75000513	Radio Equipment	6/30/2005	SL	10.0	1,729.00	345.80	172.90	518.70	172.90	691.60	172.90	864.50	172.90	1,037.40	172.90	1,210.30	172.90	1,383.20	
vwcd75000514	Battery Backup	11/8/2006	SL	5.0	305.00	66.08	61.00	127.08	61.00	188.08	61.00	249.08	55.92	305.00	-	305.00	-	305.00	
Subtotal before dispositions:						24,044.24	21,625.20	461.79	22,086.99	380.33	22,467.32	339.55	22,806.87	334.47	23,141.34	278.55	23,419.89	278.55	23,698.44
Less dispositions and exchanges						-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for W-Communication Equipment (346-0005)						<u>24,044.24</u>	<u>21,625.20</u>	<u>461.79</u>	<u>22,086.99</u>	<u>380.33</u>	<u>22,467.32</u>	<u>339.55</u>	<u>22,806.87</u>	<u>334.47</u>	<u>23,141.34</u>	<u>278.55</u>	<u>23,419.89</u>	<u>278.55</u>	<u>23,698.44</u>
X-Miscellaneous Equipment (347-0005)																			
vwcd85000101	Tilt Probe	3/27/1996	SL	10.0	199.97	199.97	0.00	199.97	0.00	199.97	0.00	199.97	-	199.97	-	199.97	-	199.97	
vwcd85000102	Vacuum Regulator	12/4/1996	SL	10.0	729.68	729.68	0.00	729.68	0.00	729.68	0.00	729.68	-	729.68	-	729.68	-	729.68	
vwcd85000103	Responder	12/23/1996	SL	10.0	992.78	992.78	0.00	992.78	0.00	992.78	0.00	992.78	-	992.78	-	992.78	-	992.78	
vwcd85000104	Power Washer	6/23/2003	SL	5.0	620.89	538.80	62.09	620.89	0.00	620.89	0.00	620.89	-	620.89	-	620.89	-	620.89	
vwcd85000105	Probe	4/12/2004	SL	10.0	671.00	268.40	67.10	335.50	67.10	402.60	67.10	469.70	67.10	536.80	67.10	603.90	67.10	671.00	
Subtotal before dispositions:						3,214.32	2,749.83	129.19	2,878.82	67.10	2,945.92	67.10	3,013.02	67.10	3,080.12	67.10	3,147.22	67.10	3,214.32
Less dispositions and exchanges						-	-	-	-	-	-	-	-	-	-	-	-	-	-
Net for X-Miscellaneous Equipment (347-0005)						<u>3,214.32</u>	<u>2,749.83</u>	<u>129.19</u>	<u>2,878.82</u>	<u>67.10</u>	<u>2,945.92</u>	<u>67.10</u>	<u>3,013.02</u>	<u>67.10</u>	<u>3,080.12</u>	<u>67.10</u>	<u>3,147.22</u>	<u>67.10</u>	<u>3,214.32</u>
Subtotals before dispositions:						22,051,606.71	5,958,619.58	546,522.26	6,461,839.90	584,751.51	7,069,893.35	598,000.08	7,668,892.41	568,941.18	8,235,633.59	577,733.17	8,785,408.32		8,315,903.94
Less dispositions and exchanges						-	-	-	-	-	-	-	-	-	-	-	-	-	-
GRAND TOTALS						<u>22,051,606.71</u>	<u>5,958,619.58</u>	<u>546,522.26</u>	<u>6,461,839.90</u>	<u>584,751.51</u>	<u>7,069,893.35</u>	<u>598,000.08</u>	<u>7,668,892.41</u>	<u>568,941.18</u>	<u>8,235,633.59</u>	<u>577,733.17</u>	<u>8,785,408.32</u>		<u>8,315,903.94</u>

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"):

W I T N E S S E T H

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

WHEREAS, the Authority 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 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 Grant hereinafter identified; and

WHEREAS, the Authority is willing to cooperate with the Governmental Agency in making available the Grant 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 for the benefit of the Project as herein defined; 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 terms and conditions of the Grant herein;

NOW, THEREFORE, FOR AN IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE GRANT 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.

"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 Grant 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 income and revenues of the System.

"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.

"Grant" shall mean the grant 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.

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

"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 Grants 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 Grant from the Authority as construction of the Project progresses.

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

"Service Charges" shall mean any monthly, quarterly, semi-annual, or annual charges, surcharges or improvement benefit assessments imposed by the Governmental Agency, in respect of the Project which Service Charges arises by reason of the existence 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 owned and operated by the Governmental Agency of which the Project shall become a part and from the earnings of which (represented by the Service Charges) the Governmental Agency shall operate and maintain the utility system.

"Term" shall mean the period commencing on the date of this Assistance Agreement through and including the date which is three years from the date of completion of the Project.

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.

(D) 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 legal rights, in general.

(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 construct the Project under this Assistance Agreement, 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 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 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.

ARTICLE III

AUTHORITY'S AGREEMENT TO MAKE GRANT; 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 Grant Established; Disbursement of Funds. The principal amount of the Grant shall be the Grant Amount as identified in the Project Specifics, subject to any adjustments.

The Authority shall advance the proceeds of the Grant 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.

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT; REQUISITION FOR FUNDS

Section 4.1. Covenants of Governmental Agency and Conditions of Grant. 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 Grant 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 Grant, prior to the disbursement by the Authority of any portion of the Grant.

(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 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 and enforce 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 Grant; 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

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 Grant.

ARTICLE V

CERTAIN COVENANTS OF THE GOVERNMENTAL AGENCY

Section 5.1. Covenant to Adjust Service Charges. In the event, for any reason, the Schedule of Service Charges shall prove to be insufficient to operate and maintain the system as 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, or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities, so as to provide funds sufficient to operate and maintain the system.

Section 5.2. Adequacy of Service Charges. The Service Charges 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 operate and maintain the System, subject to necessary governmental and regulatory approvals.

The Service Charges imposed by the Governmental Agency shall be paid by the users of the System and accordingly the Project not less frequently than the Service Charge Payment period set forth in the Project Specifics. A report of all collections and delinquencies shall be made at least annually by the Governmental Agency to the Authority.

Section 5.3. Establish Maintenance and Replacement Reserve. The Governmental Agency shall establish a special account identified as a "Maintenance and Replacement Reserve". 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.

Section 5.4. 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 for the services of the Project as shall result in net revenues to the Governmental Agency at least adequate to operate and maintain the system as required by this Assistance Agreement.

(D) 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.

Section 5.5. 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 5.6. 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 5.7. Termination of Water Services to Delinquent Users. In the event the Project consists of water facilities the Authority 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 upon users of the Project and facilities constituting the System, 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.

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 Grant, 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 Grant to be used directly or indirectly in any trade or business, (ii) 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. System 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 of the System or any part thereof (except that the Governmental Agency may retire obsolete and worn out facilities, and sell same, if appropriate).

Section 6.11. 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 F hereto.

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain System. The Governmental Agency agrees that during the entire Term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at its own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2. Additions and Improvements. The Governmental Agency shall have the privilege of making additions, modifications and improvements to the sites of the Project, and to the Project itself from time to time provided that said additions, modifications and improvements do not impair the operation or objectives of the Project. The Cost of such additions, modifications and improvements shall be paid by the Governmental Agency, and the same shall be the property of the Governmental Agency and shall be included under the terms of this Assistance Agreement as part of the site of the Project, or the Project, as the case may be. Nothing herein contained shall be construed as precluding the Authority and the Governmental Agency from entering into one or more supplementary Assistance Agreements providing for a loan or loans or additional Grant or Grants 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. 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 7.7. Covenant Regarding Worker's Compensation. For so long as the Project shall be in use, the Governmental Agency shall maintain worker's compensation coverage, or cause the same to be maintained.

Section 7.8. 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, 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.

Section 7.9. 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 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.

Any balance of the net proceeds of the award in such eminent domain proceedings after 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 or the written consent of the Authority.

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 observe or perform any covenant, condition or agreement on its part to be observed or performed, 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.

(B) 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.

(C) Failure of the Governmental Agency to construct the Project under the provisions of the Assistance Agreement.

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

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

whereupon the Governmental Agency shall immediately repay all grant monies plus interest to the Authority as complete satisfaction of the Governmental Agencies obligation pursuant to this Assistance Agreement.

Section 8.3. Appointment of Receiver. Upon the occurrence of an Event of Default, if 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.

ARTICLE IX

GENERAL 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 underlying obligations of the Authority which financed the Grant to 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 of Kentucky, 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.

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

ATTEST:

KENTUCKY INFRASTRUCTURE
AUTHORITY

William Renner
Title Exec. Dir.

By *William Renner*
Title Exec. Dir.

ATTEST:

GOVERNMENTAL AGENCY:
WEBSTER COUNTY WATER DISTRICT

Barbara Townsend
Title Exec. Mgr.

By *Aubrey Mooney*
Title Chairman

APPROVED:

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

REVIEWED BY:

Peck, Shaffer & Williams
LEGAL COUNSEL TO THE KENTUCKY
INFRASTRUCTURE AUTHORITY

EXHIBIT A
PROJECT SPECIFICS
B191-04

NAME: Webster County Water District
 CONTACT PERSON: Aubrey Mooney, Chairman or
 Franklin Mosko, Consultant
 ADDRESS: David Road
 Route 2, Box 111A
 Sebree, Kentucky 42455
 TELEPHONE: 502-884-3879 or 502-639-7015
 ENGINEER: NAME: Howard K. Bell, Engineers
 ADDRESS: 102 West Second Street
 Hopkinsville, Kentucky 42240
 CONTACT: Bob Cope/Bob Moore
 TELEPHONE: 502-886-5466

LIABILITY INSURANCE

COVERAGE:	Death or Personal Injury (per person)	<u>\$1,000,000.00</u>
	Death or Personal Injury (per occurrence)	<u>1,000,000.00</u>
	Property Damage on System	<u>6,503,900.00</u>

PROJECT COST

BREAKDOWN:

Construction		
water main\pump\telemetry	\$1,063,695	
tank	<u>299,700</u>	\$ 1,363,395
Land Acquisition\Legal		50,000
Engineering Design		167,515
Engineering Inspection		134,015
Planning		5,000
Administration		15,000
Contingencies		<u>68,170</u>
TOTAL		<u>\$ 1,803,095</u>

* After this project is complete, any remaining funds will be used to extend more water lines.

SERVICE CHARGE

PAYMENT PERIOD: Monthly
 GRANT AMOUNT: \$ 1,500,000

OTHER FINANCING SOURCES:

Webster County Water District	256,500
Private Funds/Tap-ons (171 @ \$1,500)	<u>256,500</u>
TOTAL	513,000

DEBT OBLIGATIONS

CURRENTLY OUTSTANDING:

	As of June 30, 1990
<u>Bonds Payable</u>	<u>Outstanding</u>
Kentucky Infrastructure Authority	
FmHA Refunding Loans; bonds mature 2013	\$ 458,360
<u>Note Payable</u>	
Farmers Bank Note No.1 - 8.01% with payments of \$912.67 monthly	\$ 34,697

Intentionally left
blank.

KENTUCKY INFRASTRUCTURE AUTHORITY

ASSISTANCE AGREEMENT

FUND C

PROJECT NUMBER: C98-03
BORROWER: Webster County Water District
BORROWER'S ADDRESS Post Office Box 320
Dixon, Kentucky 42409
DATE OF ASSISTANCE AGREEMENT: January 1, 2000

ASSISTANCE AGREEMENT

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FUND C
ASSISTANCE AGREEMENT

This Assistance Agreement made and entered into as of the date set forth on the cover page hereof (the "Assistance Agreement") by and between the KENTUCKY INFRASTRUCTURE AUTHORITY, a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky (the "Authority") and the 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 Governmental Agencies 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 April 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 Governmental Agencies Program; and

WHEREAS, the Governmental Agency determined that it was 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 in order to secure to the Governmental Agency the advantages of the credit of the Authority and its ability to finance the costs incident to the Project on behalf of the Governmental Agency; 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 service provided by the Governmental Agency's System, as hereinafter defined, and to apply the necessary portion of said Service Charges to the repayment of the Loan and the interest thereon, as hereinafter specifically provided; and

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

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED 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 services of the Final Loan, which is the annual percentage charged against the unpaid principal balance of the Final Loan as identified in the Project Specifics.

"Applicable Interest Rate" shall mean the rate(s) of interest which shall be used as part of the repayment criteria for a Governmental Agency under an Assistance Agreement and shall be determined by the Authority in a manner based upon the source of funds from which the Project to which the Assistance Agreement relates were generated, said term shall include the terms "Interim Rate" and "Final Loan Rate".

"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.

"Costs of Issuance" shall mean only the costs of issuing a series of Bonds as designated by the Authority including, but not being limited to, the fees and charges of the financial advisors or underwriters, bond counsel, trustee, rating agencies, bond and official statement printers, costs of any credit enhancement, and such other fees and expenses normally attendant to an issue of the Authority's Bonds.

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

"Debt Service Reserve" shall mean the reserve for payment of principal of, interest on, and redemption requirements in respect of the Bonds, created and established by the Indenture.

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

"Final Loan" shall mean the principal amount of the Loan identified in the Project Specifics, the Authority's Costs of Issuance incident to the issuance of its Bonds, the Governmental Agency's pro rata portion of the required Debt Service Reserve and the Governmental Agency's pro rata portion of the market discount or underwriting costs to the Authority in connection with the issuance of its Bonds, which Final Loan amount will be set forth in the Schedule of Payments established upon issuance of Bonds relating to the Loan.

"Final Loan Rate" means the rate identified in the Schedule of Payments; being the rate established in connection with the issuance of Bonds.

"Governmental Agencies Program" shall mean the program authorized by the Act and the Indenture 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.

"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 April 1, 1989 between the Authority and the Trustee.

"Interim Loan" shall mean the principal amount of the Loan identified in the Project Specifics advanced by the Authority to the Governmental Agency to meet all or the designated portion of the costs of Construction.

"Interim Rate" shall mean the rate of interest identified in the Project Specifics which the Interim Loan shall bear from the date of each disbursement and which shall be payable on the Payment Dates set forth in the Project Specifics.

"Interim Term" shall mean the term of the Interim Loan which shall be the period from the first disbursement of Loan Proceeds by the Authority to the Governmental Agency to the date upon which the Authority's Bonds are issued and delivered, or such lesser term in the event the Governmental Agency shall elect to prepay its Interim Loan.

"Issue Date" shall mean, with respect to Bonds of a particular series, the date of delivery of the Bonds of such series specified and determined by the series resolution and series indenture authorizing such Bonds.

"Loan" shall mean the loan effected under this Assistance Agreement from the Authority to the Governmental Agency for the purpose of defraying the costs incidental to the permanent financing of the Construction of the Project and shall include the term "Final Loan".

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

"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 Interim Loan or Final Loan from the Authority.

"Schedule of Payments" means the principal and interest requirements of the Final Loan as determined following the issuance of the Authority's Bonds and representing the Governmental Agency's pro rata portion of the principal of the Authority's Bonds and the interest accruing thereon from the date of the delivery of the Authority's Bonds as set forth in Exhibit F hereto.

"Schedule of Service Charges" shall mean those general charges to be imposed by the Governmental Agency for services provided by the System, as set forth in Exhibit C hereto, and such other 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 Interim 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 arises 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 owned and operated by the Governmental Agency of which the project shall become a part and from the earnings of which (represented by the Service Charges) the Governmental Agency shall repay the Authority the Loan hereunder.

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) To the knowledge of the Governmental Agency, there is no controversy or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Agency or its governing body to make payments under this Assistance Agreement or to construct the projects 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.

ARTICLE III

ASSISTANCE AGREEMENT TO FINANCE 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 permanently financing the Construction of the Project.

Section 3.2. Principal Amount of Final Loan and Interim Loan Established; Disbursement of Funds; Loan Payments. The principal amount of the Interim Loan shall be as identified in the Project Specifics. The Authority shall advance the proceeds of the Interim Loan upon the submission by the Governmental Agency of a Requisition for Funds in substantially the same form as Exhibit B hereto. Such disbursement under a Requisition for Funds representing a portion of the principal amount of the Loan shall bear interest at the Interim Rate from the date of the disbursement; subject to the requirements set forth in Article IV hereof.

Interest on the Interim Loan shall be payable on the Payment Dates set forth in the Project Specifics and shall be calculated upon the aggregate principal amount of the Interim Loan then advanced from the date of each disbursement until the delivery of the Authority's Bonds after which interest will accrue from said date of delivery at the Final Loan Rate.

The term of the Interim Loan shall be the Period beginning with the disbursement by the Authority on behalf of the Governmental Agency of the amount set forth in Exhibit B and ending upon the date of delivery of the Authority's Bonds and the payment of the Interim Loan from the proceeds of said Bonds. Pursuant to the terms of the Indenture, the Interim Loan shall be due and payable on the next February 1 of the year that the General Assembly of the Commonwealth does not meet, unless the Authority shall have determined prior to such date that the amounts deposited in the Revenue Fund and the Debt Service Fund prior to the next Interest Payment Date will be sufficient to pay all interest and principal installments coming due on such Interest Payment Date. In addition, if the Authority fails to issue Bonds for the payment of the Interim Loan within three years from the date of this Assistance Agreement, the Interim Loan shall be payable in full unless the Authority agrees to other amortization provisions for the Interim Loan.

Upon the delivery of the Authority's Bonds, the exact principal amount of the Final Loan shall be calculated based upon the Interim Loan, accrued interest on the Interim Loan then unpaid, and the Governmental Agency's pro rata share of the required Debt Service Reserve, market discount, and Costs of Issuance incurred by the Authority in connection with the issuance of its Bonds.

Notwithstanding anything contained herein in the contrary, the Authority, in its sole discretion, may upon the request of the Governmental Agency elect to capitalize interest on the Interim Loan and defer the collection of interest due on the Interim Loan from the Governmental Agency until the delivery of the Authority's Bonds, at which time the amount of the Interest accrued on the Interim Loan at the Interim Rate shall be added to the principal amount of the Interim Loan and the principal amount of Governmental Agency's Final Loan increased accordingly.

Section 3.3. Governmental Agency's Right to Repay Interim Loan; Termination of Right. The Governmental Agency shall have the right to prepay and retire the entire amount of the Interim 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 right granted under the preceding paragraph, upon the determination by the Authority of the approximate date of delivery of its Bonds, the Authority shall advise the Governmental Agency of its intention to proceed with the authorization of its Bonds and the Governmental Agency shall then have thirty (30) days from its receipt of said notice to exercise its option to prepay the Interim Loan. Upon the expiration of said thirty day period the Governmental Agency's right to prepay the Interim Loan shall terminate and the terms of the Indenture shall govern the terms of the prepayment of all amounts owing the Authority from the Governmental Agency as set forth in Section 3.5 hereof.

Section 3.4. Amortization of Final Loan; Schedule of Payments Incorporated. Upon the delivery of the Authority's Bonds and the establishment of the Final Loan amount, the Authority shall calculate the Schedule of Payments reflecting the Governmental Agency's pro rata participation in the Authority's Bonds.

As soon as practicable following the delivery of the Authority's Bonds, the Authority shall forward the Schedule of Payments to the Governmental Agency for review and acceptance, and upon the execution of the Schedule of Payments by the chief executive officer of the Governmental Agency, said Schedule of Payments shall automatically, without any further action by either of the parties to this Assistance Agreement, become a part of this Assistance Agreement as Exhibit F and shall be attached to the permanent executed copies of this Assistance Agreement.

Interest on the Final Loan shall be payable on the dates set forth in the Schedule of Payments based, in part, upon the interest rate borne by the Bonds until the payment in full of the Governmental Agency's pro rata portion of the Authority's Bonds as reflected by the Schedule of Payments. Principal due on the Final Loan shall be payable in accordance with the Schedule of Payments.

Section 3.5. Authority's Discretion Regarding Terms of Bonds; Prepayment of Final Loan Restricted. The terms upon which the Authority issues its Bonds to fund the Final Loan to the Governmental Agency shall be in accordance with the terms of the Indenture. The Authority, in its sole discretion, shall establish the terms of repayment and prepayment for its Bonds. Notwithstanding the foregoing, it is anticipated that the Authority's Bonds, and accordingly, the Governmental Agency's pro rata responsibility thereunder as represented by the Final Loan under the Schedule of Payments, will mature over the approximate Final Loan Term from the date of delivery of the Bonds, as set forth in the Project Specifics.

The terms under which the Bonds of the Authority may be prepaid or redeemed prior to their stated maturities shall be established by the Authority in its sole discretion at the time of the authorization of the Bonds. The Governmental Agency shall be bound by the terms of prepayment established by the Authority for its Bonds which shall apply to the Governmental Agency's pro rata

of an indebtedness represented by the Bonds. Any refinancing or defeasance of the Authority's Bonds shall be initiated at the sole discretion of the Authority which shall determine the terms of said refinancing; provided, however, that any such refinancing program shall not increase the annual obligations of the Governmental Agency under the Final Loan as represented by the Schedule of Payments without the prior written consent of the Governmental Agency.

Section 3.6. 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 Section 3.5. The Authority shall receive notice of any additional financings in accordance with Sections 3.7 and 5.6(D) hereof.

Section 3.7. Parity Bonds. The Authority understands and agrees that the Governmental Agency may issue obligations ranking on a parity with the Final Loan with respect to a lien on the revenues of the System under the provisions of bond resolutions to be subsequently adopted by the Governmental Agency, provided that any such bond resolution shall require that the net revenues of the System (which may be adjusted to reflect recently enacted rates, new customers and the like) shall be at least sufficient to meet 1.10 times the debt service on the Final Loan and any obligations issued on a parity therewith; and provided further that a certificate executed by the Governmental Agency's accountants or consulting engineers evidencing compliance with such requirements shall be delivered to the Authority prior to the date any such obligations are issued. The Governmental Agency agrees to notify the Authority in writing at least (30) days in advance of the issuance of any additional obligations of Governmental Agency which shall be payable from the System, regardless of whether such obligations shall be on a parity with or subordinate to the Final Loan. The Authority agrees to cooperate with the Governmental Agency to the extent reasonably required in issuing such parity obligations.

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT OF INTERIM LOAN; 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 Interim 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 Interim Loan.

(D) The Governmental Agency has done 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 has been 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) The Project was not 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 were received by the Governmental Agency and furnished to the Authority.

(G) The construction contract or contracts required 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

thereunder.

(H) A work progress schedule utilizing a method of standard acceptance in the engineering community was prepared prior to the institution of construction in connection with each construction contract to indicate the proposed schedule as to completion of the Project, and same was maintained monthly thereafter to indicate the actual construction progress of the Project.

(I) All construction contracts were prepared so 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 could be readily itemized.

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

(K) The Governmental Agency proceeded expeditiously with and completed 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 were required.

(L) 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.

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

(N) 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.

(O) The Governmental Agency required that each construction contractor or contractors furnish an 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.

(P) The Governmental Agency required 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.

(Q) The Governmental Agency provided and maintained 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.

(R) 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 Interim 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) 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.

ARTICLE V

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

Section 5.1. Imposition of Service Charges. The Governmental Agency hereby irrevocably covenants and agrees to comply with all of the terms, conditions and requirements of this Assistance Agreement, pursuant to which the Loan is to be made by the Authority to the Governmental Agency as specified herein and in the Act and the Indenture. The Governmental Agency hereby further irrevocably covenants and agrees that it already has, or will, to the extent necessary, immediately impose Service Charges upon all persons, firms and entities to whom or which services are provided by the System, such Service Charges to be no less than as set forth in Exhibit C annexed hereto. If so required, 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 Final 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 Final 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 Final Loan Rate, or ten percent (10%) per annum, whichever is the greater, 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, or immediately commence proceedings for a rate adjustment and increase with all applicable regulatory authorities, 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 pay the Estimated Annual Debt Service payments set forth in the Project Specifics and, upon the establishment of the Schedule of Payments, 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 by the users of the System and accordingly the Project 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 Project Specifics or Schedule of Payments, as applicable.

Section 5.5. 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 for the services of the Project 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 System not less than thirty (30) days prior to the sale of said obligations.

Section 5.6. 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 5.7. 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 5.8. Termination of Water Services 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 upon users of the Project and facilities constituting the System, 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.

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 done by this instrument. The 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 (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 Final 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 principles on a basis consistent with prior practice unless specifically noted thereon. With such financial statements, the Governmental Agency shall furnish to the Authority a certificate stating that, to the best knowledge of the authorized representative signing such certificate, no default under this Assistance Agreement exists on the date of such certificate, or if any such default shall then exist, describing such default with specificity.

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. System 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 of the System or any part thereof without the prior written consent of the Authority, which consent shall not be unreasonably withheld (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.

ARTICLE VII

MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 7.1. Maintain System. The Governmental Agency agrees that during the entire term of this Assistance Agreement, it will keep the Project, including all appurtenances thereto, and the equipment and machinery therein, in good and sound repair and good operating condition at its own cost so that the completed Project will continue to provide the services for which the System is designed.

Section 7.2. Additions and Improvements. The Governmental Agency shall have the privilege of making additions, modifications and improvements to the sites of the Project, and to the

Project itself from time to time provided that said additions, modifications or improvements shall not impair the operation or objectives of the Project. The Cost of such additional 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.

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:

(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 the nature of such failure is received by 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 such extension is requested 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 which would in the opinion of the Authority materially and adversely affect the performance of the obligations of the Governmental Agency under the Agreement.

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

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 9.1. Approval not to be Unreasonably Withheld. Any approval of the Authority required by this Assistance Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth (30th) day following the submission of any matter requiring approval to the Authority, unless disapproved in writing prior to such thirtieth (30th) day. Any provision of this Assistance Agreement requiring the approval of the Authority or the satisfaction or the evidence of satisfaction of the Authority shall be interpreted as requiring action by an authorized officer of the Authority granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 9.2. Approval. This Agreement is made subject to and conditioned upon, the approval of this Assistance Agreement by the Secretary of the Finance and Administration Cabinet.

Section 9.3. Effective Date. This Assistance Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the date the obligations of the Governmental Agency pursuant to the provisions of this Assistance Agreement have been fully satisfied.

Section 9.4. Binding Effect. This Assistance Agreement shall 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 power and duties of either of the parties hereto. This Assistance Agreement shall not be revocable by either of the parties, nor assignable by either party 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.

WITNESSETH, that the parties have read and this Assistance Agreement to be executed by their respective duly authorized officers as of the day and year above written.

ATTEST:

KENTUCKY INFRASTRUCTURE
AUTHORITY

Gabe Zyglidopoulos
Secretary

By: Gabe Zyglidopoulos

ATTEST:

GOVERNMENTAL AGENCY:

Kecia W. Dapp

WEBSTER COUNTY WATER DISTRICT

Title: Secretary

By: Wal Rowan

Title: Chairman

APPROVED:

EXAMINED:

John P. McKeith
SECRETARY/FINANCE AND
ADMINISTRATION CABINET
OF THE COMMONWEALTH
OF KENTUCKY

Peck Shaffer + Willicoms LLP
LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE
AUTHORITY

EXHIBIT A
PROJECT SPECIFICS
C98-03

GOVERNMENTAL AGENCY:

Name: Webster County Water District
Address: Post Office Box 320
Dixon, Kentucky 42409

Contact Person: Barbara Townsend, General Manager
Damon R. Tally, Attorney
Telephone: (606) 388-8610

ENGINEERS:

Name: Neel-Schaffer, Inc.
Address: Suite 310 Hobbs Building
4205 Hillsboro Road
Nashville, Tennessee 37215

Contact Person: Chet Rhodes
Telephone: (615) 383-8420

SYSTEM: Drinking Water

PROJECT:

The Webster County Water District project consists of constructing a raw water intake structure and related facilities on the bank of the Green River, installing a raw water transmission line from the intake structure to the existing water treatment plant, and expanding and renovating the existing water treatment plant.

PROJECT COST:

A. Water Treatment Plant Expansion & Renovation	4,091,190
B. Intake Structure	877,877
C. Raw Water Line	238,943
D. Acquisition	25,000
E. Engineering Design	349,683
F. Engineering Inspection	130,818
G. Interest	100,000
H. Administration/ Legal	58,000
I. Geotechnical Investigation	30,000
J. Survey	2,000
K. Planning	2,000
L. Contingencies	260,400
Total Budget	6,165,911

FUNDING SOURCES:

A. KIA Fund C Loan	4,000,000
B. LGEDF	2,000,000
C. Applicant	165,911
Total Funding	6,165,911

TOTAL LOAN:

LOAN AMOUNT: \$4,000,000
LOAN RATES: 7.00% Estimated
ADMINISTRATIVE FEE: 0.20%
LOAN TERM: 30 years
DEFAULT RATE: 10.00%

ESTIMATED ANNUAL DEBT SERVICE: \$375,667

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:

Issue	Balance	Maturity
KIA Fund C Loan 1993 Series E	\$404,833	7/1/13
KIA Fund B Loan	\$599,607	12/1/16
Revenue Bonds Series 1994	\$1,665,000	5/1/14

LIABILITY INSURANCE COVERAGE:

Death or Personal Injury (per person)	<u>\$3,000,000</u>
Death or Personal Injury (per occurrence)	<u>\$3,000,000</u>
Property Damage on System	<u>\$5,861,500</u>

EXHIBIT B

REQUEST FOR PAYMENT WITH RESPECT TO
ASSISTANCE AGREEMENT DATED JANUARY 1, 2000

Request No. 1

Dated

Original sent to: Kentucky Infrastructure Authority
Room 261, Capitol Annex
Frankfort, Kentucky 40601

FROM: Webster 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 permanent financing of 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

Contractor

Expenses
Incurred

Total

ALLOCATION OF FUNDING FOR EXPENSES

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

Totals

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
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

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 98-182 DATED APRIL 1, 1999

The following rates and charges are hereby established for the service served by the Webster County Water District. All other rates and charges not specifically mentioned herein shall remain the same as those in effect under authority of the Commission prior to the effective date of this Order.

MONTHLY RATES

First	2,000 Gallons	\$17.50	Minimum Bill
Next	4,000 Gallons	7.95	Per 1,000 Gallons
Next	94,000 Gallons	6.95	Per 1,000 Gallons
Over	100,000 Gallons	4.19	Per 1,000 Gallons
Wholesale Rate		\$3.70	Per 1,000 Gallons

EXHIBIT D

RESOLUTION _____

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

WHEREAS, the Board of Commissioners (the "Governing Authority") of the Webster County Water District ("Governmental Agency") has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Governmental Agency's Wastewater 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 permanently finance the construction of 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 Webster County Water District, as follows:

SECTION 1. That the Governing Authority hereby approves and authorizes the Assistance Agreement between the Governmental Agency and the Authority 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 the Chairman and Secretary of the Governmental Agency be and hereby are authorized, directed and empowered to execute necessary documents or agreements, and to otherwise act on behalf of the Governmental Agency to effect such financing.

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

ADOPTED on _____.

Chairman

Attest:

Title: Secretary

CERTIFICATE

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Webster County Water District; that the foregoing is a full, true and correct copy of a Resolution adopted by the District at a meeting duly held on _____, 1999; 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 _____, 2000.

Secretary

EXHIBIT E

OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Agency]

[Date]

Kentucky Infrastructure Authority
Room 261, Capitol Annex
Frankfort, Kentucky

RE: Assistance Agreement by and between Kentucky Infrastructure Authority and Webster County Water District dated as of January 1, 2000

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 Webster 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 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, and is not subject to, any order, decree or ruling, or any law, statute, ordinance or regulation, of any government, and does not engage, 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
WEBSTER COUNTY WATER DISTRICT,
("GOVERNMENTAL AGENCY") AND
THE KENTUCKY INFRASTRUCTURE AUTHORITY

1) Total C98-03 Loan to be Repaid by

Governmental Agency to

Infrastructure Authority

Principal and Interest payable
on each June 1 and December 1

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: _____

Governmental Agency

By: _____

Title _____

ATTEST:

Title _____

EXHIBIT G

ADDITIONAL COVENANTS AND AGREEMENT

NONE

Pay out of Kia Debt Reser

221-1

KENTUCKY INFRASTRUCTURE AUTHORITY
 LOAN REPAYMENT SCHEDULE
 1995J
 WEBSTER CO. WATER DISTRICT
 LOAN #B95-04

2.30% Rate
 \$19,988.71 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
								\$638,000.00		
06/01/97	\$12,651.71	\$5,266.56	2.30%	\$17,918.27	\$638.00	\$0.00	\$18,556.27	\$625,348.29	\$1,855.63	\$1,855.63
12/01/97	\$12,797.21	\$7,191.51	2.30%	\$19,988.71	\$625.35	\$0.00	\$20,614.06	\$612,551.08	\$2,061.41	\$3,917.03
06/01/98	\$12,944.38	\$7,044.34	2.30%	\$19,988.71	\$612.55	\$0.00	\$20,601.27	\$599,606.70	\$2,060.13	\$5,977.16
12/01/98	\$13,093.24	\$6,895.40	2.30%	\$19,988.71	\$599.61	\$0.00	\$20,588.32	\$586,513.47	\$2,058.01	\$8,035.99
06/01/99	\$13,243.81	\$6,744.90	2.30%	\$19,988.71	\$586.51	\$0.00	\$20,575.23	\$573,269.66	\$2,057.52	\$10,093.51
12/01/99	\$13,396.11	\$6,592.60	2.30%	\$19,988.71	\$573.27	\$0.00	\$20,561.98	\$559,873.54	\$2,056.20	\$12,149.71
06/01/00	\$13,550.17	\$6,438.55	2.30%	\$19,988.71	\$559.87	\$0.00	\$20,548.59	\$546,323.38	\$2,054.86	\$14,204.57
12/01/00	\$13,706.00	\$6,282.72	2.30%	\$19,988.71	\$546.32	\$0.00	\$20,535.04	\$532,617.38	\$2,053.50	\$16,258.08
06/01/01	\$13,863.81	\$6,125.10	2.30%	\$19,988.71	\$532.62	\$0.00	\$20,521.33	\$518,753.77	\$2,052.13	\$18,310.21
12/01/01	\$14,023.05	\$5,965.67	2.30%	\$19,988.71	\$518.75	\$0.00	\$20,507.47	\$504,730.72	\$2,050.75	\$20,360.96
06/01/02	\$14,184.31	\$5,804.40	2.30%	\$19,988.71	\$504.73	\$0.00	\$20,493.45	\$490,546.41	\$2,049.34	\$22,410.30
12/01/02	\$14,347.43	\$5,641.28	2.30%	\$19,988.71	\$490.55	\$0.00	\$20,479.26	\$476,193.98	\$2,047.93	\$24,458.23
06/01/03	\$14,512.43	\$5,476.29	2.30%	\$19,988.71	\$476.20	\$0.00	\$20,464.91	\$461,686.55	\$2,046.49	\$26,504.72
12/01/03	\$14,679.32	\$5,309.40	2.30%	\$19,988.71	\$461.69	\$0.00	\$20,450.40	\$447,007.23	\$2,045.04	\$28,549.76
06/01/04	\$14,848.13	\$5,140.58	2.30%	\$19,988.71	\$447.01	\$0.00	\$20,435.72	\$432,159.10	\$2,043.54	\$30,593.30
12/01/04	\$15,018.88	\$4,969.83	2.30%	\$19,988.71	\$432.16	\$0.00	\$20,420.87	\$417,140.22	\$2,042.02	\$32,635.32
06/01/05	\$15,191.60	\$4,797.11	2.30%	\$19,988.71	\$417.14	\$0.00	\$20,405.85	\$401,948.62	\$2,040.48	\$34,675.80
12/01/05	\$15,366.31	\$4,622.41	2.30%	\$19,988.71	\$401.95	\$0.00	\$20,390.66	\$386,582.31	\$2,038.92	\$36,716.72
06/01/06	\$15,543.02	\$4,445.70	2.30%	\$19,988.71	\$386.58	\$0.00	\$20,375.30	\$371,039.29	\$2,037.33	\$38,757.05
12/01/06	\$15,721.79	\$4,266.95	2.30%	\$19,988.71	\$371.04	\$0.00	\$20,359.75	\$355,317.53	\$2,035.71	\$40,796.76
06/01/07	\$15,902.56	\$4,086.15	2.30%	\$19,988.71	\$355.32	\$0.00	\$20,344.03	\$339,414.97	\$2,034.06	\$42,835.82
12/01/07	\$16,085.44	\$3,903.27	2.30%	\$19,988.71	\$339.41	\$0.00	\$20,328.13	\$323,329.53	\$2,032.38	\$44,874.20
06/01/08	\$16,270.42	\$3,718.29	2.30%	\$19,988.71	\$323.33	\$0.00	\$20,312.04	\$307,059.10	\$2,030.67	\$46,911.87
12/01/08	\$16,457.53	\$3,531.18	2.30%	\$19,988.71	\$307.06	\$0.00	\$20,295.77	\$290,601.57	\$2,028.93	\$48,948.80
06/01/09	\$16,646.80	\$3,341.52	2.30%	\$19,988.71	\$290.60	\$0.00	\$20,279.32	\$273,954.77	\$2,027.16	\$50,984.96
12/01/09	\$16,838.23	\$3,150.48	2.30%	\$19,988.71	\$273.95	\$0.00	\$20,262.67	\$257,116.53	\$2,025.36	\$53,020.32
06/01/10	\$17,031.87	\$2,956.84	2.30%	\$19,988.71	\$257.12	\$0.00	\$20,245.83	\$240,084.66	\$2,023.52	\$55,055.84
12/01/10	\$17,227.74	\$2,760.97	2.30%	\$19,988.71	\$240.08	\$0.00	\$20,228.80	\$222,856.92	\$2,021.65	\$57,091.49
06/01/11	\$17,425.86	\$2,562.85	2.30%	\$19,988.71	\$222.86	\$0.00	\$20,211.57	\$205,431.06	\$2,019.75	\$59,127.24
12/01/11	\$17,626.26	\$2,362.46	2.30%	\$19,988.71	\$205.43	\$0.00	\$20,194.15	\$187,804.80	\$2,017.81	\$61,163.05
06/01/12	\$17,828.96	\$2,159.76	2.30%	\$19,988.71	\$187.80	\$0.00	\$20,176.52	\$169,975.84	\$2,015.84	\$63,198.89
12/01/12	\$18,033.99	\$1,954.72	2.30%	\$19,988.71	\$169.99	\$0.00	\$20,158.69	\$151,941.85	\$2,013.84	\$65,234.73
06/01/13	\$18,241.38	\$1,747.33	2.30%	\$19,988.71	\$151.94	\$0.00	\$20,140.66	\$133,700.47	\$2,011.80	\$67,270.53
12/01/13	\$18,451.16	\$1,537.56	2.30%	\$19,988.71	\$133.70	\$0.00	\$20,122.41	\$115,249.31	\$2,009.73	\$69,306.26
06/01/14	\$18,663.35	\$1,325.37	2.30%	\$19,988.71	\$115.25	\$0.00	\$20,103.96	\$96,585.96	\$2,007.62	\$71,341.88
12/01/14	\$18,877.98	\$1,110.74	2.30%	\$19,988.71	\$96.59	\$0.00	\$20,085.30	\$77,707.99	\$2,005.47	\$73,377.35
06/01/15	\$19,095.07	\$893.84	2.30%	\$19,988.71	\$77.71	\$0.00	\$20,066.42	\$58,612.91	\$2,003.29	\$75,412.64
12/01/15	\$19,314.67	\$674.05	2.30%	\$19,988.71	\$58.61	\$0.00	\$20,047.33	\$39,298.25	\$2,001.07	\$77,447.71
06/01/16	\$19,536.78	\$451.93	2.30%	\$19,988.71	\$39.30	\$0.00	\$20,028.01	\$19,761.46	\$2,000.00	\$79,482.71
12/01/16	\$19,761.46	\$227.26	2.30%	\$19,988.71	\$19.76	\$0.00	\$20,008.48	\$0.01	\$2,000.00	\$81,517.71
Totals	\$637,999.99	\$159,478.14		\$797,478.13	\$14,047.70	\$0.00	\$811,525.83		\$31,900.00	

KENTUCKY INFRASTRUCTURE AUTHORITY
 SURPLUS FUNDS
 FUND C LOAN #C98-03
 WEBSTER COUNTY WATER DISTRICT

After 11/14/2014 Paydown of Principal

3.0000% Rate
 \$38,283.47 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance
12/01/13	\$0.00	\$0.00	3.0000%	\$0.00	\$0.00	\$0.00	\$0.00	\$834,807.13
06/01/14	\$111,106.17	\$12,523.61	3.0000%	\$123,629.78	\$834.91	\$0.00	\$124,464.69	\$723,800.96
12/01/14	\$123,800.96	\$11,177.56	3.0000%	\$134,978.52	\$723.80	\$0.00	\$135,702.32	\$600,000.00
06/01/15	\$29,283.47	\$9,000.00	3.0000%	\$38,283.47	\$600.00	\$0.00	\$38,883.47	\$570,716.63
12/01/15	\$29,722.72	\$8,560.75	3.0000%	\$38,283.47	\$570.72	\$0.00	\$38,854.19	\$540,893.81
06/01/16	\$30,168.56	\$8,114.91	3.0000%	\$38,283.47	\$540.99	\$0.00	\$38,824.46	\$510,825.25
12/01/16	\$30,621.09	\$7,662.38	3.0000%	\$38,283.47	\$510.83	\$0.00	\$38,794.30	\$480,204.16
06/01/17	\$31,080.41	\$7,203.06	3.0000%	\$38,283.47	\$480.20	\$0.00	\$38,763.67	\$449,123.75
12/01/17	\$31,546.61	\$6,736.86	3.0000%	\$38,283.47	\$449.12	\$0.00	\$38,732.59	\$417,577.14
06/01/18	\$32,019.81	\$6,263.66	3.0000%	\$38,283.47	\$417.58	\$0.00	\$38,701.05	\$385,557.33
12/01/18	\$32,500.11	\$5,783.36	3.0000%	\$38,283.47	\$385.56	\$0.00	\$38,669.03	\$353,057.22
06/01/19	\$32,987.61	\$5,295.86	3.0000%	\$38,283.47	\$353.06	\$0.00	\$38,636.53	\$320,069.61
12/01/19	\$33,482.43	\$4,801.04	3.0000%	\$38,283.47	\$320.07	\$0.00	\$38,603.54	\$286,587.18
06/01/20	\$33,984.66	\$4,298.81	3.0000%	\$38,283.47	\$286.59	\$0.00	\$38,570.06	\$252,602.52
12/01/20	\$34,494.43	\$3,789.04	3.0000%	\$38,283.47	\$252.60	\$0.00	\$38,536.07	\$218,108.09
06/01/21	\$35,011.85	\$3,271.62	3.0000%	\$38,283.47	\$218.11	\$0.00	\$38,501.58	\$183,096.24
12/01/21	\$35,537.03	\$2,746.44	3.0000%	\$38,283.47	\$183.10	\$0.00	\$38,466.57	\$147,559.21
06/01/22	\$36,070.08	\$2,213.39	3.0000%	\$38,283.47	\$147.56	\$0.00	\$38,431.03	\$111,489.13
12/01/22	\$36,611.13	\$1,672.34	3.0000%	\$38,283.47	\$111.49	\$0.00	\$38,394.96	\$74,878.00
06/01/23	\$37,160.30	\$1,123.17	3.0000%	\$38,283.47	\$74.88	\$0.00	\$38,358.35	\$37,717.70
12/01/23	\$37,717.70	\$565.77	3.0000%	\$38,283.47	\$37.72	\$0.00	\$38,321.19	\$0.00
Totals	\$834,907.13	\$112,803.63		\$947,710.74	\$7,498.89	\$0.00	\$955,209.65	

Created by KIA on 11/18/14


**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 Webster 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."

Paul D. Lashbrooke
(Print Name)


(Signed)

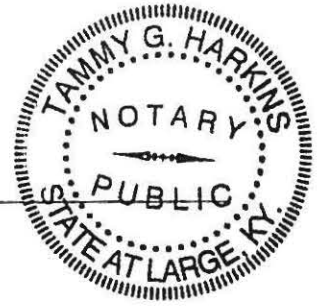
Superintendent
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Paul D. Lashbrooke
(Name)



this 5 day of February, 20 15.

Tammy G. Harkins
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 Webster 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."

Jimmy Goff
(Print Name)


(Signed)

Board Member
(Position/Office)

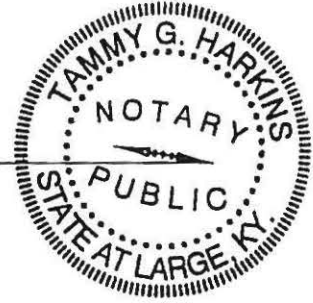
* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a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

COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Jimmy Goff
(Name)

this 5 day of February, 20 15.



Tammy G. Harkins
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 Webster 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."

Ken Hammack
(Print Name)

Ken Hammack
(Signed)

Secretary of Board
(Position/Office)

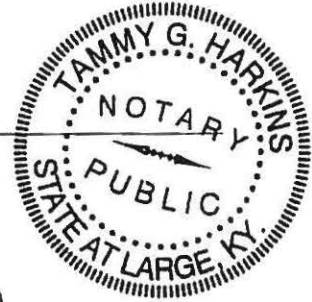
* "Family Member" means any person who is the spouse, parent, sibling, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, or grandchild of any current Utility employee, director, commissioner or person with a 10 percent or greater ownership interest in the Utility; or is a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

COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Ken Hammack
(Name)

this 5 day of February, 20 15.



Tammy G. Harkins
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 Webster 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."

Tommy Robertson
(Print Name)

Tommy Robertson
(Signed)

Treasurer of Board
(Position/Office)

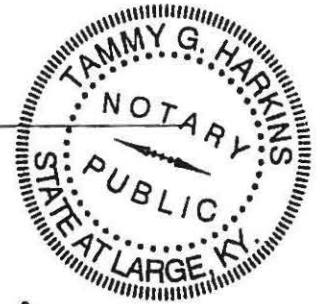
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COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Tommy Robertson
(Name)

this 5 day of February, 20 15.



Tammy G. Harkins
NOTARY PUBLIC
State-at-Large


**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

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

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Jimmy L. Frederick
(Print Name)


(Signed)

Chairman of Board
(Position/Office)

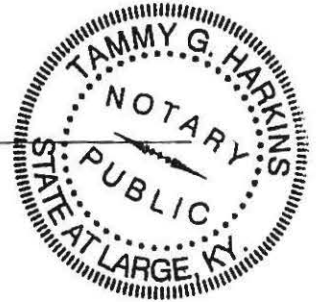
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COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Jimmy L. Frederick
(Name)

this 5 day of February, 20 15.



Tammy G. Harkins
NOTARY PUBLIC
State-at-Large

**STATEMENT OF DISCLOSURE OF
RELATED PARTY TRANSACTIONS**

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

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Charles Buchanan
(Print Name)

Charles Buchanan
(Signed)

Vice Chairman of Board
(Position/Office)

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

COMMONWEALTH OF KENTUCKY

COUNTY OF Webster

Subscribed and sworn to before me by Charles Buchanan
(Name)

this 5 day of February, 20 15.



Tammy G. Harkins
NOTARY PUBLIC
State-at-Large

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

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

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

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

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

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

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

Section 3. The Superintendent is 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, Superintendent, and all other appropriate District Staff are hereby further authorized and directed to take any and all other actions and to execute and deliver any and all other documents as may be reasonably necessary to implement this Resolution.

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

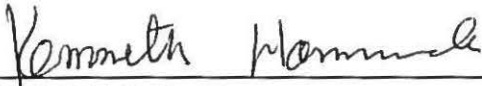
ADOPTED BY THE COMMISSION OF WEBSTER COUNTY

WATER DISTRICT at a meeting held on January 8, 2015, signed by the Chairman, and attested by the Secretary.

ATTEST:



CHAIRMAN




SECRETARY

CERTIFICATION

I, Secretary of the Webster County Water District (the "District"), do hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Commission of the District at a meeting properly held on January 8, 2015, signed by the Chairman of the Commission, attested by me as Secretary, and now in full force and effect.

WITNESS my hand this 8th day of January, 2015.



SECRETARY