

SIDNEY B. DOUGLASS

ATTORNEY AT LAW
117 SOUTH SECOND STREET
P. O. DRAWER 839
HARLAN, KENTUCKY 40831-0839

Telephone (606) 573-1985

Fax (606) 573-6413

March 12, 2012

Mr. Jeff Derouen, Director
Kentucky Public Service Commission
P.O. Box 615
Frankfort, Kentucky 40602-0615

RECEIVED

MAR 14 2012

PUBLIC SERVICE
COMMISSION

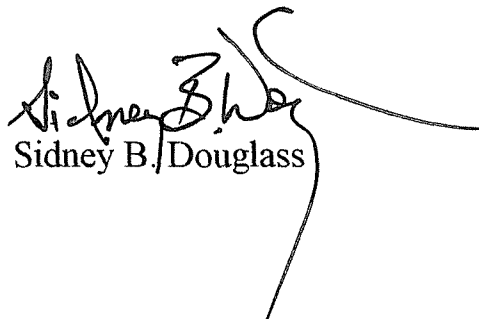
RE: Application for merger of Black Mountain Utility District
and Green Hills Water District pursuant to KRS 74.363

Dear Mr. Derouen:

Enclosed please find for filing an original and eleven copies of Green Hills Water District's and Black Mountain Utility District's joint application with appendices to merge pursuant to KRS 74.363.

Please stamp and return to me one of the copies of the application. Enclosed for your use is a self addressed stamped envelope to mail the stamped copy back to me.

Sincerely,


Sidney B. Douglass

COMMONWEALTH OF KENTUCKY
PUBLIC SERVICE COMMISSION
P.O. BOX 615
FRANKFORT, KENTUCKY 40602-0615
CASE # _____

RECEIVED
MAR 14 2012
PUBLIC SERVICE
COMMISSION

IN RE: Application for merger of Black Mountain Utility District
And Green Hills Water District pursuant to KRS 74.363

Comes, Black Mountain Utility District and Green Hills Water District
by Counsel and applies to the Commission for an Order approving their
merger and their Joint Agreement contained herein pursuant to KRS 74.363.

In support of the Districts application they state and submit the following:

1. An original of the Parties Joint Agreement to Consolidate Black
Mountain Utility District and Green Hills Water District in Harlan County,
Kentucky pursuant to KRS 74.363 and for temporary operation of Green Hills
Water District with its **Appendices A through H** attached hereto as **Appendix
1** and Incorporated by Reference.

2. The Green Hills Water District was created on September 19, 1977
by the Harlan County Court and has continued in existence since that time.
See attached hereto copies of a map of the District, order creating Green Hills
Water District and appointing commissioners by the Harlan County Court and
order granting approval to establish water district by the Public Service

Commission of Kentucky attached hereto as **Appendix 2** and Incorporated by Reference.

3. The Black Mountain Utility District was created on October 11, 1984 by order of the Harlan County Judge Executive and has continued in existence to the present. See copies of a map of the District, Orders of the Harlan County Judge Executive establishing the District, appointing commissioners with bond and confirming appointments and ordinance of the Fiscal Court of Harlan County, Kentucky relating to ratification of District attached as **Appendix 3** and Incorporated by Reference.

4. A copy of the Declaration of Local State of Emergency issued by the Harlan County Judge Executive Joseph Grieshop is attached hereto as **Appendix 4** and Incorporated by Reference.

5. A copy of a Petition in support of dissolving the Green Hills Water District Board and consolidating with Black Mountain Utility District signed by 219 residents of the Green Hills Water District in January 2012 is attached hereto as **Appendix 5** and Incorporated by Reference.

6. A copy of the minutes of the Green Hills Water District Board meeting on January 31, 2012 and copies of the motions passed at the meeting related to a merger and temporary operation of the District are attached hereto

as **Appendix 6** and Incorporated by Reference.

7. A copy of the motions made and approved at the February 13, 2012 meeting of the Black Mountain Utility District attached hereto as **Appendix 7** and Incorporated by Reference.

8. A letter dated February 16, 2012 from Barry R. Turner, Area Director Rural Development, U.S. Department of Agriculture, 100 Nami Plaza, Suite. #3, London, Kentucky 40741 to undersigned attorney supporting Green Hills Water District and Black Mountain Utility District merger and Black Mountain Utility District's assumption of Green Hills Water District's bond debt with the U.S. Department of Agriculture as **Appendix 8**.

9. A Resolution adopted by the Harlan County Fiscal Court on February 17, 2012 recommending approval of the consolidation of Black Mountain Utility District and Green Hills Water District by the Kentucky Public Service Commission attached hereto as **Appendix 9**.

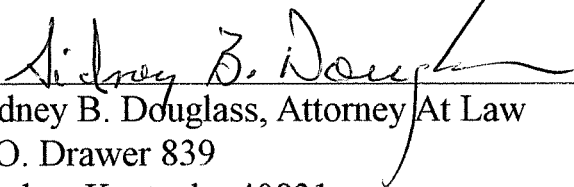
10. The Board members of the Green Hills Water District and Black Mountain Utility District are non-salaried.

11. The merger of the two Districts is expected to result in a future savings to the Districts by eliminating duplication of costs and efforts and conforms to the legislative findings in KRS 74.361(1).

Wherefore, Black Mountain Utility District and Green Hills Water District pray for an Order from the Commission granting their application to merge pursuant to KRS 74.363 with all of the assets, real and personal property of whatever kind and all of the liabilities of Green Hills Water District being transferred to the resulting district, Black Mountain Utility District with the resulting district board being composed of the three members of the Green Hills Water District and the five members of the Black Mountain Utility District for a period of one year, at which time the terms of all eight members will expire and the resulting Board shall be composed of five members appointed by the Harlan County Judge Executive with approval of the Harlan County Fiscal Court pursuant to the requirements of KRS 74.363(3).

This 12 day of March 2012.

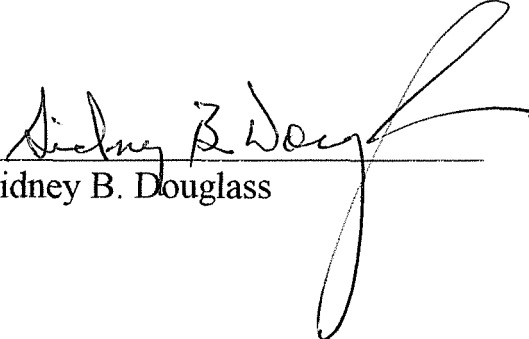
Respectfully submitted by the Applicants
Black Mountain Utility District and
Green Hills Water District



Sidney B. Douglass, Attorney At Law
P.O. Drawer 839
Harlan, Kentucky 40831
Phone (606) 573-1985/Fax (606) 573-6413

CERTIFICATE OF SERVICE

I certify that on this 13th day of March 2012, I have mailed by U.S. mail, postage prepaid, the original and eleven copies of the application for merger of Black Mountain Utility District and Green Hills Water District pursuant to KRS 74.363 and all its attachments herein to Jeff Derouen, Director Kentucky Public Service Commission, P.O. Box 615 Frankfort, Kentucky 40602-0615.



Sidney B. Douglass

APPENDICES TO APPLICATION

- 1. Joint agreement to consolidate**
 - A. U.S. Department of Agriculture Bond
 - B. Green Hills Deeds and Leases
 - C. Green Hill Personal Property
 - D. Green Hills Water Rate
 - E. Green Hills Summary Billing and Receipts
January through November 2011
 - F. Green Hills 2008-2011 Expense and Revenue Summary
 - G. Green Hills Normal Monthly Debts
 - H. Green Hills Agreements with Pineville Water Commission
- 2. Map of Green Hills Water District and Orders Creating District**
- 3. Map of Black Mountain Utility District and Order Creating District**
- 4. Harlan County Judge Executive Declaration of Local State of Emergency**
- 5. Petition to Dissolve Green Hills and Consolidate with Black Mountain Utility District**
- 6. Green Hills 1-31-12 Board Meeting**
- 7. Black Mountain Utility District 2-13-12 Board Motions approving Merger**
- 8. Letter from Rural Development United States Department of Agriculture Recommending Approval**
- 9. Resolution of Harlan County Fiscal Court Recommending Approval of Merger**

APPENDIX 1

**JOINT AGREEMENT TO CONSOLIDATE BLACK MOUNTAIN UTILITY
DISTRICT AND GREEN HILLS WATER DISTRICT IN HARLAN COUNTY,
KENTUCKY PURSUANT TO KRS 74.363 AND FOR TEMPORARY
OPERATION OF GREEN HILLS WATER DISTRICT**

THIS JOINT AGREEMENT to merge pursuant to KRS 74.363 is made and entered into on this 20th day of March, 2012, by and between **Black Mountain Utility District**, by and through its Board of Commissioners, 609 Four Mile Road, Baxter, Kentucky 40806, hereinafter referred to as "BMUD" and **Green Hills Water District**, by and through its Board of Commissioners, P.O. Box 116, Bledsoe, Kentucky 40810, hereinafter referred to as "Green Hills."

WHEREAS, BMUD and Green Hills are both water districts existing and operating within the boundary of Harlan County, Kentucky pursuant to KRS Chapter 74;

WHEREAS, BMUD and Green Hills are each governed by a Board of Commissioners, one of whom is its chairperson;

WHEREAS, since their creation, BMUD and Green Hills have performed similar public purposes supplying water to its residents and businesses in Harlan County and they serve territory substantially contiguous to the other;

WHEREAS, by unanimous vote of the Commissioners of both BMUD and Green Hills, upon due consideration, they have determined their public purposes and the citizens of their districts would be best served by the merger of the two water districts pursuant to KRS 74.363;

RT
Green Hills

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BMUD

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, BMUD and Green Hills do hereby agree and covenant to merge into single legal entity known as Black Mountain Utility District pursuant to KRS 74.363, and BMUD and Green Hills do hereby covenant and agree, each with the other, as follows:

ARTICLE I

PLAN OF MERGER

1.1 ADOPTION OF PLAN

BMUD and Green Hills adopt and agree to the plan herein for their merger and will promptly take the necessary legal and corporate actions to effect the merger including petitioning the Kentucky Public Service Commissioner, hereinafter referred to as "PSC" for approval of their merger:

1.2 Temporary operation of Green Hills by BMUD pending approval of merger by the PSC shall commence upon majority vote by the BMUD and Green Hills Boards approving temporary operation. BMUD shall temporarily operate the Green Hills water system until the merger is finalized or disapproved; BMUD shall collect monthly utility payments from the Green Hills customers, including water and garbage collection; BMUD shall pay Green Hills monthly bills from funds collected for it and shall operate the water system pending approval by the PSC and the finalizing of this merger; BMUD shall keep a separate account of its temporary operation of Green Hills and make a monthly report to

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Green Hills

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BMUD

the Green Hills Board pending the merger. It is understood that Green Hills Office located at Bledsoe, Kentucky will be closed within three months of the date of this agreement and BMUD will operate Green Hills system from BMUD office at 609 Four Mile Road, Baxter, Kentucky.

1.3 To effect this agreement and the temporary operation of the Green Hills water system, Green Hills will immediately supply BMUD an inventory of all its personal property and assets including customer lists with locations of residents, its accounts receivable and copies of its deeds and leases;

1.4 On January 31, with proper notice, at its regular monthly meeting the Green Hills Board of Commissioners, all members being present, unanimously voted to consolidate with BMUD and to request the PSC to approve the merger to allow BMUD to temporarily operate Green Hills pending merger and authorized and directed its chairperson to sign the necessary documents, agreements and applications to effect the merger and temporary operation of Green Hills, to direct its employees to file inventories of its assets and debts, to declare an emergency situation exists with Green Hills being unable to provide water to its customers and to include in the agreement with BMUD that monies granted and allocated to Green Hills and or Harlan County Fiscal Court in Kentucky House Bills 410 and 608 shall be used exclusively to extend water lines from Baxter, Kentucky to a water tower on the crest of Pine Mountain and lines there from to Little Shepherd Trail and down the south side of Pine Mountain to the Green Hills lines;

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Green Hills

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BMUD

1.5 On February 13, 2012 with proper notice at a special called meeting, Black Mountain Utility District Board of Commissioners, a quorum of members being present, unanimously voted to consolidate with Green Hills including assuming all of Green Hills assets and liabilities and to request the PSC to approve the same, to assume immediate and temporary operation of Green Hills, keeping separate accounts of the operation and to make a monthly report to Green Hills, pending approval of the merger, to authorize and direct BMUD chairperson to sign the necessary documents, agreements and applications to effect the merger with Green Hills and operation of Green Hills and to agree that monies granted and allocated to Green Hills or Harlan County Fiscal Court in Kentucky House Bills 410 and 608 will be used exclusively for the project to extend water lines from Baxter, Kentucky to a water tower on the crest of Pine Mountain and lines there from to Little Shepherd Trail and down the south side of Pine Mountain to Green Hills lines;

1.6 Upon approval of their application to merge by the PSC then all real and personal property and legal liabilities of the water districts shall be transferred to the resulting district and the resulting district shall under the name of Black Mountain Utility District with its office being located at 609 Four Mile Road, Baxter, Kentucky with the separate existence of Green Hills ceasing and all of Green Hills real and other property, as well as its rights, privileges, immunities, contracts powers, duties and liabilities shall be transferred to and vested in the resulting district BMUD, which shall also assume Green Hills bonded obligations to the United States of America through the U.S. Department of

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Green Hills

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BMUD

Agriculture. A copy of which bond with interest and payment schedule is attached hereto and Incorporated by Reference as **Appendix A**. Green Hills list of deeds and leases to real property is attached hereto and Incorporated by Reference as **Appendix B**; its list of inventory of personal property is attached hereto and Incorporated by Reference as **Appendix C**; its water rate charges to its customers is attached hereto and Incorporated by Reference as **Appendix D**; its summary billings, payments received and payments made for January thru November 2011 and Incorporated by Reference as **Appendix E**; 2008 thru 2011 Expense and Revenue Summary and Incorporated by Reference as **Appendix F**; its normal monthly debts is attached hereto and Incorporated by Reference as **Appendix G** and a copy of its current agreements with the Pineville Utility Commission is attached hereto and Incorporated by Reference as **Appendix H**. Green Hills customer lists with locations have been provided by Green Hills to BMUD. Green Hills lists of inactive customers with delinquent status has also been provided to BMUD.

1.7 From March 2012, BMUD will charge Green Hills customers the same rate as previously charged by Green Hills, upon approval of this agreement by the PSC and finalizing the agreement by execution and delivery of deeds, the easements and bill of sales and assignments, BMUD will fully and permanently integrate Green Hills water system into its system and will make rate changes in the Green Hills water system consistent with the rates BMUD charges its customers.

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Green Hills

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BMUD

2. **CONSIDERATION: CLOSING**

The Parties agree the date of merger will be the date of the PSC's Order approving the merger pursuant to KRS 74.363. Closing and permanent delivery of possession of real and personal property shall occur within 60 days following approval of the Parties merger by the PSC. At closing, Green Hill shall deliver to BMUD general warranty deeds conveying the fee simple and easement interests described on Appendix B, along with a general assignment of all easement interests owned by Green Hills that relate to or facilitate the operation of its water system, whether recorded or unrecorded.

It is understood and agreed among Green Hills and BMUD that pending approval of this agreement by PSC and finalizing the agreement, BMUD has taken over operation of Green Hills, including collecting the water bills and shall keep a separate account of the money collected and monthly expenses paid for operating Green Hills including periodic payments due on the Green Hills Waterworks Revenue Bond which will be paid by BMUD from money collected for Green Hills until final transfer of the water system can be made.

Green Hills represents that it is not in default on any of its obligations and Covenants or issue and that it has satisfied in full all principal and interest payments up to the present and for the previous years on its Revenue Bond. The payment obligations assumed by BMUD under this contract shall be limited to the following principal amounts and interest as accrued on the unpaid balance at the rate of 4.50%, payments to be

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Green Hills

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BMUD

made not less than semi-annually as stated in Appendix A.

3. OPERATION OF SYSTEMS

Pending the closing and delivery of the required deeds, BMUD agrees to operate the water system, will monthly bill to and collect from Green Hills customers and pay Green Hills monthly expenses for operation of Green Hills water system including periodic payments due on Green Hills Waterworks Revenue Bond.

BMUD began reading all water meters in March 2012 and will continue to do so. Green Hills has provided BMUD with a list of customer accounts with addresses that consists of approximately 503 customers.

4. ACCOUNT DEPOSITS

Green Hills states it does have \$25.00 to \$50.00 security deposits liability to its customers.

5. RATES

BMUD represents and warrants that following approval of the agreement by the PSC that future increases to the water rates charged to the current residential and commercial water customers of Green Hills water system will be tied directly to increases imposed on the resident customers of BMUD with increases to be measured on an absolute dollar per gallon basis and not as a percentage, exempting special charges approved by the PSC.

In March 2012 the monthly water rates charged to the citizens of Green Hills by

RT
Green Hills

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BMUD

BMUD was \$22.98 minimum bill for the first 2,000 gallons, \$8.75 per 1,000 gallons for the next 6,000 gallons and \$7.19 per 1,000 gallons over 8,000 gallons with a once a year \$2.46 per 1,000 gallons leak adjustment rate, wholesale water rate of \$3.25 per 1,000 gallons to Hyden/Leslie County Water District. Special charges include \$600.00 meter connection/tap-on charge, \$35.00 reconnection charge and \$42.50 reconnection charge after hours. The above rates are subject to 6% sales and 3% school tax that are charged to Green Hills commercial customers and 3% school tax that is charged to residential customers.

Within 5 years of approval by the PSC of the merger, the BMUD will cause a study to be made of the resulting district.

Finally, notwithstanding any provision in this agreement to the contrary, BMUD shall be permitted to increase water rates at any time to the extent required to comply with any guidelines established by federal or state law or any existing or future bond issues or loans and approval by the PSC.

6. BINDING AGREEMENT

The Parties hereto agree that Green Hills and BMUD will, upon execution of this agreement, have substantial property rights, interests and liabilities in this agreement and that neither Party may withdraw from this agreement without the written consent of the other Party.

RT
Green Hills

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BMUD

7. **NOTICE**

Any notice given pertaining to this agreement shall be effective if mailed to the party to whom said notice is to be given at the following: with said mailing to be sent by certified mail, return receipt requested or hand delivered to the other party in writing and signed by the parties' employee agent. Each party may designate in writing a different address to be used for the providing of notices.

First Party: Green Hills Water District
 P.O. Box 116
 Bledsoe, Kentucky 40810

Second Party: Black Mountain Utility District
 609 Four Mile Road
 Baxter, Kentucky 40806

8. **MISCELLANEOUS**

This agreement is binding on the successors and assigns of the Parties hereto and this agreement may be amended only by written agreement of the Parties. This agreement contains the entire agreement of the Parties and no verbal representations or warranties have been given that are nor included herein in writing.

9. **REPRESENTATIONS AND WARRANTIES**

Each Party represents and warrants to the other Party and acknowledges that the other Party relies on such representations and warranties in entering into and proceeding under this agreement, that:

RT
Green Hills

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BMU®

{A} CONSENTS:

No provision of the Articles of Incorporation, Ordinance, Trust Agreement, Mortgage, Indenture, Bond Issue or other agreement or instrument to which either BMUD or Green Hills is a party or by which either is bound or to which either or any of its properties is subject requires the consent or authorization of any other person or entity as a condition precedent to the consummation of the transactions contemplated by this agreement, except for the loan agreements and documents pertaining to the obligations described in paragraph 1.6 of this agreement and approval of the PSC.

{B} EXISTING DEBT:

Green Hills represents that there is no debt encumbering the assets that are the subject of this agreement other than the debt on its Revenue Bond and a lien on its trucks, however, the bills received in February 2012 have not been paid, a list of which bills have been given to BMUD and which bills will be brought before the Green Hills Board in its March 2012 meeting.

{C} VALID EASEMENTS:

Green Hills represents that it owns, and pursuant to this agreement and approval by the PSC will transfer to BMUD, valid fee simple title or an easement to each parcel of real estate over or on which any water main, or lateral line, pump station or the like that is part of the Green Hills water system.

RT
Green Hills

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BMUD

{D} NO PENDING LITIGATIONS

Green Hills has no litigation pending in Harlan or Bell Courts or any other Courts and is only aware of a claim by the Helton and Wilson heirs of an alleged trespass on their land by Green Hills installation of a pumping station near Bell Run and reference is made to a letter to Green Hills from ^{JACK} ~~Jacob~~ Green dated October 20, 2011.

10. CIRCUMSTANCES PRIOR TO CLOSING

From the date of this agreement until the closing date, each Party will promptly notify the other Party upon receipt of actual notice or knowledge of any fact which would make any representation or warranty contained in this agreement untrue in any material respect.

11. CONTINGENCIES

The BMUD's obligation under this agreement to accept delivery of assets and liability of Green Hills is specifically contingent on the satisfaction of the following contingencies:

{A} Consent from the United States Department of Agriculture Rural Development Authority, as owner of the Series 1998, Green Hills Water District Waterworks Revenue Bond.

{B} Approval of the merger by the PSC.

12. SURVIVAL OF WARRANTIES

The warranties, indemnifications and agreements contained herein shall survive the

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Green Hills

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BMUD

closing on this transaction.

13. AUTHORITY OF THE PARTIES

The Parties agree that Green Hills by its unanimous vote of its Board of Commissioners at a regular meeting on January 31, 2012 approved the basis of this agreement and authorized and directed its chairperson to sign the necessary documents on behalf of the Green Hills Water District to effect merger and temporary operation and that BMUD by its Board of Commissioners approved the basis of this agreement by unanimous vote on February 13, 2012 and authorized and directed its chairperson to sign the necessary documents on behalf of BMUD to effect merger and temporary operation.

14. MERGED BOARD

Pursuant to KRS 74.363 the Boards of Commissioners of BMUD and Green Hills by concurrent action and unanimous vote of the membership of the Boards have agreed to merge upon approval of the merger by the PSC. The members of both Boards of Commissioners agree they shall serve as the Board of Commissioners of the resulting merged District, regardless of their normal term expiration, for one year after approval of the merger by the PSC, thereafter it is agreed the Board shall be composed of five members and shall be appointed by the Harlan County Judge Executive with approval of the Harlan County Fiscal Court pursuant to the requirements of KRS 74.363 (3).

RT
Green Hills

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BMUD

retaining an original with the third original to be used to accompany the Parties'

15. TRIPPLICATE ORIGINALS

This agreement is signed in triplicate originals with Green Hills and BMUD each application to the PSC.

WITNESS, the hands of the Parties hereto on this year and date first above written.

GREEN HILLS WATER DISTRICT
FIRST PARTY

Ralph Turner
BY: RALPH TURNER, CHAIRPERSON
BOARD OF COMMISSIONERS

ATTEST:

Sherri Turner

BLACK MOUNTAIN UTILITY DISTRICT
SECOND PARTY

Johnny Perkins
BY: JOHNNY PERKINS, CHAIRPERSON
BOARD OF COMMISSIONERS

ATTEST:

Ray Metcalfe

RT
Green Hills

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BMUD

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by Green Hills Water District by and through Ralph Turner, its Chairperson of the Board of Commissioners on this 2nd day of February, 2012.

Sidney B. Douglass
NOTARY PUBLIC
Commission Expires: 2-20-14
ID #: 413384

ACKNOWLEDGED, SUBSCRIBED AND SWORN TO before me by Black Mountain Utility District by and through Johnny Perkins, its Chairperson of the Board of Commissioners on this 2nd day of February, 2012.

Sidney B. Douglass
NOTARY PUBLIC
Commission Expires: 2-20-14
ID #: 413384

THIS INSTRUMENT PREPARED BY:

Sidney B. Douglass
Sidney B. Douglass
P.O. Drawer 839
Harlan, Kentucky 40831
(606) 573-1985

RT
Green Hills

JP
BMUD

APPENDIX A

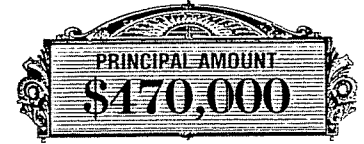
UNITED STATES OF AMERICA
COMMONWEALTH OF KENTUCKY
COUNTY OF HARLAN

REGISTERED



**GREEN HILLS WATER DISTRICT
WATERWORKS REVENUE BOND, SERIES 1998
INTEREST RATE: 4.50%**

REGISTERED



KNOW ALL MEN BY THESE PRESENTS. That the Green Hills Water District (the "District"), acting by and through its Board of Commissioners (the "Commission"), a public body corporate in Harlan County, Kentucky, for value received, hereby promises to pay to UNITED STATES OF AMERICA, acting by and through the U.S. DEPARTMENT OF AGRICULTURE, 771 Corporate Drive, Suite 200, Lexington, Kentucky 40503-5477, the registered owner hereof, or to its registered assigns, solely from the fund hereinafter identified, the sum of

FOUR HUNDRED SEVENTY THOUSAND DOLLARS (\$470,000)

on the first day of January, in years and installments as follows:

Payment Due January 1.	Principal Payment	Payment Due January 1.	Principal Payment	Payment Due January 1.	Principal Payment
2001	\$4,500	2014	\$ 8,000	2027	\$15,500
2002	4,500	2015	9,000	2028	16,500
2003	5,000	2016	9,000	2029	17,000
2004	5,000	2017	9,500	2030	18,000
2005	5,500	2018	10,000	2031	19,000
2006	5,500	2019	10,500	2032	20,000
2007	6,000	2020	11,000	2033	21,000
2008	6,000	2021	11,500	2034	21,500
2009	6,500	2022	12,000	2035	22,500
2010	7,000	2023	13,000	2036	23,500
2011	7,000	2024	13,500	2037	25,000
2012	7,500	2025	14,000	2038	26,500
2013	8,000	2026	15,000		

tion charges, in lawful money of the United States of America, at the address of the registered owner shown on the registration book of the District.

This Bond is issued by the District under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky, including Chapters 58 and 74 of the Kentucky Revised Statutes (collectively the "Act"), and pursuant to a duly adopted Bond Resolution of the District authorizing same (the "Current Bond Resolution"), to which Current Bond Resolution reference is hereby made for a description of the nature and extent of the security thereby created, the rights and limitations of rights of the registered owner of this Bond, and the rights, obligations and duties of the District, for the purpose of financing the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing waterworks system of the District (said existing waterworks system, together with said extensions, additions and improvements, being hereinafter referred to as the "System").

~~IF FURTHER PROVISIONS OF THIS BOND ARE SET FORTH ON THE REVERSE HEREOF~~

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Bond, do exist, have happened and have been performed in due time, form and manner as required by law, and that the face amount of this Bond, together with all other obligations of the District, does not exceed any limit prescribed by the Constitution or Statutes of the Commonwealth of Kentucky.

IN WITNESS WHEREOF said Green Hills Water District, by its Board of Commissioners, has caused this Bond to be executed by its Chairperson, its corporate seal to be hereunto affixed, and attested by its Secretary, on the date of this Bond, which is February 5, 1999.

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of January and July in each year, beginning with the first January or July after the date of this Bond, until said sum is paid, except as the provisions hereinafter set forth with respect to prepayment may be and become applicable hereto, both principal and interest being payable, without deduction for exchange or collec-

GREEN HILLS WATER DISTRICT
Harlan County, Kentucky

Attest: Ardell Mae Burkhardt
Secretary

By: Linda A. Hansen
Chairperson



This Bond ranks on a parity as to security and source of payment with certain outstanding Green Hills Water District Waterworks Revenue Bonds of 1982, dated June 18, 1982 (the "Prior Bonds"), authorized by a Resolution adopted by the Commission of the District on May 4, 1982 (the "Prior Bond Resolution"). Accordingly, this Bond, together with any bonds ranking on a parity herewith, is payable from and secured on a parity lien basis by a pledge of the gross revenues to be derived from the operation of the System.

This Bond has been issued in full compliance with the Current Bond Resolution and the Prior Bond Resolution; and this Bond, and any bonds ranking on a parity therewith that may be issued and outstanding under the conditions and restrictions of the Current Bond Resolution and the Prior Bond Resolution, are and will continue to be payable from revenues which shall be set aside in a fund for that purpose and identified as the "Green Hills Water District Waterworks Bond and Interest Sinking Fund", created in the Prior Bond Resolution.

This Bond does not constitute an indebtedness of the District within the meaning of any constitutional or statutory provisions or limitations and is payable solely out of the revenues of the System. As provided in the Current Bond Resolution, the District covenants that so long as any of the Prior Bonds and/or this Bond, are outstanding, the System will be continuously owned and operated by the District as a revenue producing public undertaking within the meaning of the aforesaid Act for the security and source of payment of the Prior Bonds and of this Bond, and that the District will fix, and if necessary adjust, from time to time, such rates for the services and facilities of the System and will collect and account for the revenues therefrom sufficient to pay promptly the principal of and interest on the Prior Bonds, this Bond and all other bonds ranking on a parity therewith as may be outstanding from time to time, to pay the cost of operation and maintenance of the System and to provide for the depreciation thereof.

The District has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with this Bond in order to complete the

Project, and to finance future extensions, additions and improvements to the System, provided the necessary requirements of the Current Bond Resolution have been complied with by the District.

This Bond shall be registered as to principal and interest in the name of the owner hereof, after which it shall be transferable only upon presentation to the Secretary of the District as the Bond Registrar, with a written transfer duly acknowledged by the registered owner or his duly authorized attorney, which transfer shall be noted upon this Bond and upon the book of the District kept for that purpose.

The District, at its option, shall have the right to prepay, on any interest payment date on and after January 1, 2008, in inverse chronological order of the installments due on this Bond, the entire principal amount of this Bond then remaining unpaid, or such lesser portion thereof, in a multiple of One Hundred Dollars (\$100), as the District may determine, at a price in an amount equivalent to the principal amount to be prepaid plus accrued interest to the date of prepayment, without any prepayment premium. Notice of such prepayment shall be given by registered mail to the registered owner of this Bond or his assignee, at least 30 days prior to the date fixed for prepayment. Notice of such prepayment may be waived with the written consent of the registered owner of this Bond.

So long as the registered owner of this Bond is the United States of America, or any agency thereof, the entire principal amount of this Bond, or installments in multiples of \$100, may be prepaid at any time in inverse chronological order of the installments due.

Upon default in the payment of any principal or interest payment on this Bond, or upon failure by the District to comply with any other provision of this Bond or with any provision of the Current Bond Resolution, the registered owner may, at his option, institute all rights and remedies provided by law or by said Current Bond Resolution.

LEGAL OPINION

Rubin & Hays

ATTORNEYS AT LAW

First Trust Centre, 200 South Fifth Street, Louisville, Kentucky 40202
Telephone (502) 569-7525 Telefax (502) 569-7555

February 5, 1999

Re: Green Hills Water District Waterworks Revenue Bonds,
Series 1998, in the amount of \$470,000

We have acted as Bond Counsel in connection with the issuance by the Green Hills Water District of Harlan County, Kentucky (the "District") of \$470,000 of its Green Hills Water District Waterworks Revenue Bonds, Series 1998 (the "Current Bonds"), dated as of the date of this Legal Opinion, bearing interest at the interest rate specified in the Current Bonds, payable semiannually on January 1 and July 1 of each year, with principal amounts falling due on January 1 in each of the respective years, 2001 through 2038, inclusive.

Said Current Bonds are issued pursuant to Chapters 58 and 74 of the Kentucky Revised Statutes and a Bond Resolution (the "Current Bond Resolution") duly adopted by the Commission of the District for the purpose of financing the cost of extensions, additions and improvements to the existing waterworks system (the "System") of the District.

We have examined the transcript of proceedings of the District in connection with the issuance of the Current Bonds and the executed single, fully registered bond, number R-1, representing the total authorized principal amount of said Current Bonds, as issued and delivered, and an executed counterpart of the Current Bond Resolution.

Based on such examination, we are of the opinion that the Current Bonds are valid and legally binding and enforceable upon the District according to the import thereof and rank on a parity as to security and source of payment with the outstanding Green Hills Water District Waterworks Revenue Bonds of 1982, dated June 18, 1982 (the "Prior Bonds"), authorized by a Resolution adopted by the District on May 4, 1982 (the "Prior Bond Resolution"); and that the Current Bonds and the Prior Bonds are secured by and are payable from a pledge of a fixed portion of the gross revenues of the System, and that a sufficient portion of said gross revenues has been ordered by the Commission to be set aside at least semiannually and pledged to the payment of the interest on and principal of the Prior Bonds and the Current Bonds as the same become due. We express no opinion concerning the sufficiency of such revenues for that purpose.

The District has reserved the right to issue additional bonds ranking on a parity as to security and source of payment with the Prior Bonds and the Current Bonds; if necessary in order to complete the aforesaid extensions, additions and improvements to the System. The District has also reserved the right to issue

additional parity bonds to finance future extensions, additions and/or improvements to the System, provided the necessary showings as to the earnings coverage required by the Prior Bond Resolution and Current Bond Resolution are in existence and properly certified.

Based on current rulings and official interpretations, and assuming that the District complies with certain covenants contained in the Current Bond Resolution made with respect to compliance with the provisions of the Internal Revenue Code of 1986 (the "Code"), including a covenant to comply with any and all requirements as to rebate (and reports with reference thereto) to the United States of America as to certain investment earnings on the proceeds of the Current Bonds, we are of the opinion that: (1) interest on the Current Bonds is excludable from gross income for federal income tax purposes; (2) the Current Bonds have been validly designated as "qualified tax-exempt obligations" by the District pursuant to the provisions of Section 265(b)(3) of the Code; (3) the Current Bonds are an issue of "state or local bonds" which are not "private activity bonds" within the meaning of Section 103 of the Code; (4) interest on the Current Bonds is not included as an item of tax preference in calculating the alternative minimum tax for individuals; (5) interest on the Current Bonds may be taken into account in the computation of certain taxes that may be imposed with respect to corporations, including, without limitation, the branch profits tax on foreign corporations, the effect on certain Subchapter S Corporations with excess passive income, and other tax consequences to certain insurance companies; (6) interest on the Current Bonds will be included in adjusted current earnings when calculating the alternative minimum taxable income of corporations; (7) an individual who owns any of the Current Bonds may be required to include in gross income a portion of his or her social security or railroad retirement payments; (8) any taxpayer (individuals or corporations) owning the Current Bonds may have collateral tax consequences if they are deemed to have incurred or have continued to incur indebtedness to purchase or carry tax-exempt obligations; (9) interest on the Current Bonds is exempt from Kentucky income taxes; and (10) the principal of the Current Bonds is exempt from ad valorem taxation by the Commonwealth of Kentucky and all of its political subdivisions.

No opinion is expressed regarding other federal income tax consequences caused by the receipt of interest on the Current Bonds.

It is to be understood that the rights of the holders of the Current Bonds and the enforceability of the Current Bonds and the Current Bond Resolution may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter adopted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

It is provided in the Consolidated Farm and Rural Development Act that if the Current Bonds are sold out of the Agricultural Credit Insurance Fund or out of the Rural Development Insurance Fund as an insured loan, the interest thereon paid to an insured owner shall be included in the taxable income of such owner.

PROVISION FOR REGISTRATION

This Bond shall be registered on the registration book of the District kept for that purpose by the Secretary, as Bond Registrar, upon presentation hereof to said Secretary, who shall make notation of such registration in the registration blank, and this Bond may thereafter be transferred only upon written transfer acknowledged by the registered owner or its attorney, such transfer to be made on said book and endorsed hereon.

Bond

ENTITY NAME Green Hills Water District	ST/CNTY 20-048	ID NUMBER 610958302	FACIL ID 91	FNG ROST NO	LN NO 02	GRND
PURPOSE OF FUNDS Extensions			(OBLG) (CLCS)			
CONG DIST(S) 06	APPL/BORR TYPE	CODE	LOAN AMT	\$ 470,000	TYPE INT	P P
STATE CODE	NAME	Kentucky	GRANT AMT	\$ 575,000	INT RATE	5.0 4.5
COUNTY CODE	NAME	Harrison	BOR FNC		MATURITY	40 YR
PLACE CODE	NAME	Bledsoe	PRIV/COMM. FND		TOTAL DEOBLG.	
FACILITY LOCATION	FIPS PLACE CODE		EPA FUNDS		REASON	
			REG. COMM. FND	\$ 350,000	GRANT	
ST INTERGOV'T CONSULTATION ID NO.			ST/CNTY FND		REASON	
	DATE		ST/CNTY FND		TOTAL DEOBLG. SEY	
COUNTY OFFICE Barbourville	DISTRICT OFFICE CODE 21-607		ST/CNTY FND		LOAN \$	
APPLICANT BUSINESS OFFICE Bledsoe, KY 40810	APPLICANT CONTACT (Name/Title) Linda Harmon, Chairwomen (606) 528-3966		OTHER FUNDS		REASON	
			(SOURCES)		GRANT \$	
			TOTAL FACILITY COST \$	\$ 1,395,000	REASON	
OFFICERS Bill Lankford, Bookkeeper	LOCAL COUNSEL		CURR LOAN	401 DATE 03/31/00	AMOUNT	\$470,000
			STAT GRANT	401 DATE 03/01/00	AMOUNT	\$575,000
MANAGER	BOND COUNSEL		TRACKING INFO.			
			PREAPPL REC'D	11/20/90	LN. AMT.	\$460,000
			AD-022 ISSUED	11/27/90	DATE	11/20/90
			APPL REC'D	03/30/92	DATE	11/27/90
			OBLIGATED	04/20/93	DATE	03/30/93
ENGINEER/ARCHITECT	DUNS #		INTERIM FINAN.		DATE	04/20/93
	DATE EPLS		AGENCY CLOSED	02/05/99	DATE	03/11/98
	CAVRS NC		OPERATIONAL	03/01/00	DATE	03/11/98
	DATE CAVRS		L.O.C.	03/29/98	DATE	03/11/98
	PWS ID / NPDES ID					

AMORTIZED LOAN INSTALLMENT SCHEDULE

LOAN CODE	INT RATE	DATE NTE/BOND	AMT OF NTE/BOND	REPAY PERIOD	MONTHLY/AN'L SEMI-AN'L INSTALL	TYPE SEC
	4.5%	02/05/99	\$470,000	40 yr.		
Interest Only 07/01/1999						
Interest Only 01/01/2000						
Interest Only 07/01/2000						
Principal due 01/01						
Interest due 01/01 & 07/01						

FIXED PRINCIPAL INSTALLMENT SCHEDULE

on the first day of January, in years and installments as follows:

Payment Due January 1,	Principal Payment	Payment Due January 1,	Principal Payment	Payment Due January 1,	Principal Payment	INT. RATE
2001	\$4,500	2014	\$ 8,000	2027	\$15,500	
2002	4,500	2015	9,000	2028	16,500	
2003	5,000	2016	9,000	2029	17,000	
2004	5,000	2017	9,500	2030	18,000	
2005	5,500	2018	10,000	2031	19,000	
2006	5,500	2019	10,500	2032	20,000	
2007	6,000	2020	11,000	2033	21,000	
2008	6,000	2021	11,500	2034	21,500	
2009	6,500	2022	12,000	2035	22,500	
2010	7,000	2023	13,000	2036	23,500	
2011	7,000	2024	13,500	2037	24,000	
2012	7,500	2025	14,000	2038	25,000	
2013	8,000	2026	15,000			

and in like manner, solely from said fund, to pay interest on the balance of said principal sum from time to time remaining unpaid, at the Interest Rate specified above, semiannually on the first days of January and July in each year, beginning with the first January or July after the date of this Bond, until said sum

RESERVE REQUIREMENTS:
 MO QRTLY/AN'L \$2,820
 TOTAL REQUIRED \$25,200 (Fully Funded)
 DATE STARTED 01/01/2001

pay 01/01/2038

APPENDIX B

Microsoft Visual FoxPro
 File Edit Table Window Help

Enter: Last Name First Name
 GREEN HILLS WATER DISTRICT ** Last First, No Punctuation

Grantor Search Grantee Search ** Left Click 'Grantor' or 'Grantee'

More Information ** Highligh Choice the Click 'More...' To Show Details

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New Search ** 'New Search' Clears Entry Field Click 'Grantor' or 'Grantee' To Search Same Name Adain

Image	Grantee last	Grantee first	Grantor last	Grantor first	Type	Date	Book	Page	Description
X	GREEN HILL WATER D	HENRY	SUSONG	BARTIE	WAR	12/24/24	053	087	MARRIAR LICENSE
X	GREEN HILL WATER D	ISTRIC	SHEPHERD	CYVDE TRUSTEE	IEA	04/29/97	038	305	LEASE
X	GREEN HILLS WATER	DISTRICT	SHORT	NELSON	EAS	07/02/96	005	149	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	TAYLOR	HURLEY	EAS	07/02/96	005	151	RIGHTS OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	BELTON	MELVIN	EAS	07/02/96	005	153	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	THOMPSON	RICE	EAS	07/02/96	005	154	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	SHORT	EUGENE	EAS	07/02/96	005	156	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	SHORT	CORDELIO	EAS	07/02/96	005	158	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	CALDWELL	STANLEY	EAS	07/02/96	005	160	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	BROCK	DAVID	EAS	07/02/96	005	162	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	SHORT	NELSON	EAS	07/02/96	005	164	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER	DISTRICT	GROSS	JAMES	MIS	07/24/96	022	366	OPTION
X	GREEN HILLS WATER	DISTRICT	GROSS	JAMES	DEE	08/08/96	325	321	NO LOCATION
X	GREEN HILLS WATER	DISTRICT	CALDWELL	RONNIE W	EAS	09/11/96	005	234	EASEMENT
X	GREEN HILLS WATER	DISTRICT	TURNER	SANDY K	EAS	09/11/96	005	236	EASEMENT

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Image	Grantee_last	Grantee_first	Grantor_last	Grantor_first	Type	Date	Book	Page	Description
X	GREEN HILLS WATER DISTRICT		GROSS	JAMES	DEE	08/08/96	325	321	NO LOCATION
	GREEN HILLS WATER DISTRICT		CALDWELL	RONNIE W	EAS	09/11/96	005	234	EASEMENT
	GREEN HILLS WATER DISTRICT		TURNER	SANDY K	EAS	09/11/96	005	236	EASEMENT
	GREEN HILLS WATER DISTRICT		SCEARSE	BILLIE JEAN	EAS	09/11/96	005	238	EASEMENT
	GREEN HILLS WATER DISTRICT		CREECH	KERMIT	EAS	09/16/96	005	240	EASEMENT
	GREEN HILLS WATER DISTRICT		BOGGS	NANCY	EAS	09/11/96	005	243	EASEMENT
	GREEN HILLS WATER DISTRICT		CHURCH BIG LAUREL	BAPTIST CHURCH	EAS	09/24/96	005	252	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		WILDER	ANN	LEA	03/07/97	038	226	LEASE
	GREEN HILLS WATER DISTRICT		NAPIER	JAMES E	EAS	12/11/97	005	378	RIGHT OF WAY EASEMENT
	GREEN HILLS WATER DISTRICT		HOLTKAMP	MELISSA NAPIER	EAS	01/27/98	005	410	RIGHT OF WAY EASEMENT
	GREEN HILLS WATER DISTRICT		NAPIER	JERRY W	EAS	01/27/98	005	413	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		SAYLOR	RICHARD SHANE	DEE	07/12/99	343	509	WATER LINE EASEMENT
X	GREEN HILLS WATER DISTRICT		HOWE	LENA	DEE	07/16/99	343	590	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		SHEPHERD	CHARLES JR	DEE	07/22/99	343	707	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		BOGUE	JACK	DEE	06/13/00	351	130	EASEMENT

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X	GREEN HILLS WATER DISTRICT		HOWE	LENA	DEE	07/16/99	343	590	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		SHEPHERD	CHARLES JR	DEE	07/22/99	343	707	RIGHT OF WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		HOGUE	JACK	DEE	06/13/00	351	130	EASEMENT
X	GREEN HILLS WATER DISTRICT		TURNER	MYRTLE	DEE	06/13/00	351	133	EASEMENT
X	GREEN HILLS WATER DISTRICT		ASHLEY	DOROTHY	DEE	06/13/00	351	136	EASEMENT
X	GREEN HILLS WATER DISTRICT		BOGGS	BOLLIS	DEE	06/13/00	351	139	EASEMENT
X	GREEN HILLS WATER DISTRICT		WITT	JOHNNY	DEE	06/13/00	351	142	EASEMENT
X	GREEN HILLS WATER DISTRICT		HAWKINS	ROBERT	DEE	06/13/00	351	145	EASEMENT
X	GREEN HILLS WATER DISTRICT		TURNER	VILLIAM	DEE	06/13/00	351	148	EASEMENT
X	GREEN HILLS WATER DISTRICT		LEWIS	CHESTER	DEE	06/13/00	351	151	EASEMENT
X	GREEN HILLS WATER DISTRICT		CRAYCRAFT	CAROL	DEE	06/26/00	351	418	RIGHT-OF-WAY EASEMENT
X	GREEN HILLS WATER DISTRICT		HARLAN COUNTY BOAR	D OF EDUCATION	DEE	06/12/78	233	600	NORTH SIDE OF PINEMOUNTAIN
X	GREEN HILLS WATER DISTRICT		BROWN	NANCY A	DEE	05/06/81	247	320	STRAIGHT CREEK
X	GREEN HILLS WATER DISTRICT		HARLAN COUNTY BOAR	D OF EDUCATION	DEE	04/22/82	251	460	CORRECTION
X	GREEN HILLS WATER DISTRICT		HARLAN COUNTY FISC	AL COURT	EAS	06/11/81	002	469	EASEMENT

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 GREEN HILLS WATER DISTRICT

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Image	Grantee last	Grantee first	Grantor last	Grantor first	Type	Date	Book	Page	Description
X	GREEN HILLS WATER DISTRICT	DISTRICT	BROWN	NANCY A	DEE	05/06/81	247	320	STRAIGHT CREEK
X	GREEN HILLS WATER DISTRICT	DISTRICT	HARLAN COUNTY BOAR	D OF EDUCATION	DEE	04/22/82	251	460	CORRECTION
	GREEN HILLS WATER DISTRICT	DISTRICT	HARLAN COUNTY FISC	AL COURT	EAS	06/11/81	002	469	EASEMENT
	GREEN HILLS WATER DISTRICT	DISTRICT	GREEN HILLS WATER DISTRICT	DISTRICT	MIS	12/07/78	014	324	
	GREEN HILLS WATER DISTRICT	DISTRICT	GREEN HILLS WATER DISTRICT	DISTRICT	MIS	07/20/89	018	474	
X	GREEN	HOBART JR	GREEN	HOBART	DEE	06/09/93	304	339	SMITH
X	GREEN	HOBART JR	STACEY	DORIS JEAN	MAR	03/16/62	153	479	MARRIAGE LICENSE
X	GREEN	HUBERT	BRAY	GLADYS	MAR	11/12/45	131	481	MARRIAGE LICENSE
X	GREEN	HUBERT	HENSLEY	OPAL	MAR	07/15/36	113	434	MARRIAGE LICENSE
X	GREEN	ISAAC	GRUBB	MYRTLE VIRGINIA	MIS	12/08/10	036	196	AFFIDAVIT OF CONVERSION
X	GREEN	ISON	WOODYARD	LEONA	MAR	02/02/34	105	015	MARRIAGE LICENSE
X	GREEN	ISRAEL	HOWARD	AREY ELLEN	MAR	06/09/41	123	063	MARRIAGE LICENSE
X	GREEN	ISREAL	TOLLIVER	ESTELLE	MAR	07/29/47	137	468	MARRIAGE LICENSE
X	GREEN	J C	HURST	PRISCILLA	MAR	04/07/47	136	488	MARRIAGE LICENSE
X	GREEN	J F	SLUSHER	ALICE	MAR	09/04/42	125	339	MARRIAGE LICENSE

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Image	Grantor last	Grantor first	Grantee last	Grantee first	Type	Date	Book	Page	Description
	GREEN	HAROLD	KENTUCKY UTILITIES	COMPANY	KUB	05/08/52	002	062	POLE LINE AGREEMENT
X	GREEN	HATTIE	COLLINS	JAMES	MAR	09/04/36	114	073	MARRIAGE LICENSE
X	GREEN	HAZEL	UNITED STATES OF A	MERICA	DEE	03/29/95	316	680	RIO VISTA
X	GREEN	HAZEL	SMITH	PHILIP M	DEE	01/22/03	372	596	RELEASE
X	GREEN	HAZEL	SHACKLEFORD	DIZNEY	MAR	12/25/29	084	107	MARRIAGE LICENSE
X	GREEN	HELEN	NOE	DENNY	MAR	01/18/47	136	142	MARRIAGE LICENSE
X	GREEN	HENRY	PACE	CHARLES H	DEE	01/30/78	231	583	CRANKS CREEK
X	GREEN	HENRY	KENTUCKY UTILITIES	COMPANY	KUB	05/10/52	002	119	POLE LINE AGREEMENT
X	GREEN HILLS WATER	DISTRICT	HARLAN COUNTY FISC	AL COURT	LEA	10/24/97	038	397	LEASE AGREEMENT
X	GREEN HILLS WATER	DISTRICT	GREEN HILLS WATER	DISTRICT	MIS	12/07/78	014	324	
X	GREEN HILLS WATER	DISTRICT	ADF		MIS	05/20/81	015	204	
X	GREEN HILLS WATER	DISTRICT	GREEN HILLS WATER	DISTRICT	MIS	07/20/89	018	474	
X	GREEN HILLS WATER	DISTRICT	PHILLIPS	DENNIS	DEE	05/07/92	298	046	MARTINS FORK
X	GREEN	HOBART	GREEN	HOBART JR	DEE	06/09/93	304	339	SMITH
X	GREEN	HOBART	GREEN	DONNIE	DEE	02/17/00	348	246	SMITH

APPENDIX C

Kentucky Association of Counties
KACo All Lines Fund Statement of Values
 1/23/2012

Green Hills Water

Member Number 0403

Property List

Total Building Value \$854,685.00

Total Contents Value \$396,750.00

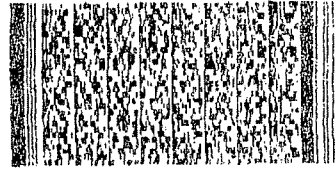
Total Insured Value \$1,251,435.00

Lock #	BLD #	Occupancy	Address	City	Zip	GPS LAT/LONG	F/P Code	Year Built	# of Stories	Sq Ft	ISO	Sprinkler	Building Value	Contents Value	Total Value
1	1	Office Bldg	45 W Hwy 221	Bledsoe	40810	38.9000/83.3462	9/9		0	0	2	No	\$15,750	\$5,250	\$21,000 ✓
1	2	Water Plant Shop	45 W Hwy 221	Bledsoe	40810	35.9000/83.3462	9/9		0	0	No		\$26,250	\$0	\$26,250 ✓
2	1	Bigelow Tank (20,000 gallons)	E Hwy 221	Bledsoe	40810		9/9		0	0	No		\$0	\$52,500	\$52,500 ✓
2	2	Bigelow Pump Station	E Hwy. 221	Bledsoe	40810		9/9		1	0	3	No	\$67,200	\$65,000	\$132,200 ✓
4	1	Tacky Town Booster Station	West Hwy 221	Tacky Town	40810	38.8490/83.4828	9/9		1	0	No		\$79,985	\$0	\$79,985 ✓
5	1	Davis Tank - 100,000 Gallon Water Tank	45 West Hwy 221	Bledsoe	40810	36.8996/83.3465	0/9	2006	1	708	3	No	\$79,308	\$4,000	\$83,308 ✓
5	2	Shepard Tank - 100,000 Gal Water Tank	West Highway 221	Bledsoe	40810	36.9012/83.3538	0/9	2008	1	673	3	No	\$158,700	\$8,000	\$166,700 ✓
5	3	Shapard Pump Station	West Highway 221	Bledsoe	40810	36.9012/83.3538	0/9	2008	1	100	3	No	\$67,200	\$65,000	\$132,200 ✓
5	4	Divide Tank (100,000 gallons)	East Highway 221	Bledsoe	40810	38.9358/83.2171	0/9	2008	1	0	3	No	\$158,700	\$4,000	\$162,700 ✓
5	5	Divide Pump Station	E Hwy 221	Bledsoe	40810		9/9		1	0	No		\$67,200	\$65,000	\$132,200 ✓
6	1	Sall Trace Pump Station	Hwy 1780	Bledsoe	40810		0/9		1	0	No		\$67,200	\$65,000	\$132,200 ✓
7	1	Napier Hill Pump Station	E Hwy 221	Bledsoe	40810		9/9		1	0	No		\$67,200	\$65,000	\$132,200 ✓

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
CERTIFICATE OF TITLE**

TITLE NO 030300480016	YEAR 08	MAKE FORD	MODEL NAME RANGER	VIN/VIN 1FTYR15E98PA36002	TITLE TYPE ORIGINAL	MODEL NO R15
BODY TYPE PK	COLOR WHI	NO. CYL. 06	ODOMETER 200	MOTOR NO 6	WEIGHT 6	PREV. TITLE NO./STATE
KY NO	BOAT TYPE	LENGTH	BEAM	CAPACITY	HULL MATERIAL	PROPULSION
OWNER(S) NAME GREEN HILLS WATER DISTRICT PO BOX 116 BLEDSOE KY 40810-0116	DATE OF ISSUE 02/07/08	FUEL	USAGE TAX PAID 0.00			

REMARKS
BRAND(S)
FIRST LIENHOLDER



FORD MOTOR CRD CO
PO BOX 105704
ATLANTA
GA 30348

Notation No.	FIRST LIEN	County	Notation No.	SECOND LIEN	County
32380		HARL			
Filing Date	01-30-08		Filing Date		
Released By			Released By		
County Clerk's use Only	Date		County Clerk's use Only	Date	

I certify that the Department of Vehicle Regulation has exercised due diligence in examining an application for a certificate of title for the above-described vehicle and to the best of our knowledge and belief the applicant whose name appears above is the lawful owner of the apparently legitimate vehicle described herein.

Jerry D. Anglin



(STATE SEAL)

CONTROL NO. **C12183138**

Commissioner, Department of Vehicle Regulation

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING FALSE STATEMENT, MAY RESULT IN FINES AND/OR IMPRISONMENT.

FIRST DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked

***** CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK *****

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor(s) Signature(s) (Seller) To be notarized Transferee(s) Signature(s) (Owner)

Transferor(s) Printed Name(s) (Seller) Transferee(s) Printed Name(s) (Owner)

Date of Transfer Seller Dealer No. Purchasing Dealer No.

Attesting Official Title

Subscribed and sworn before me this _____ day of _____, 20____. My commission expires _____ NOTARY PUBLIC

DEALER ONLY

SECOND DEALER ASSIGNMENT

The undersigned owner hereby certifies that the vehicle described in this title has been transferred to the following (print name and address of transferee):

I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked

***** CAUTION READ CAREFULLY BEFORE YOU CHECK A BLOCK *****

1. The mileage stated is in excess of its mechanical limits.

2. The odometer reading is not the actual mileage. **WARNING-ODOMETER DISCREPANCY**

Odometer Reading (no tenths)

Transferor(s) Signature(s) (Seller) To be notarized Transferee(s) Signature(s) (Owner)

Transferor(s) Printed Name(s) (Seller) Transferee(s) Printed Name(s) (Owner)

Date of Transfer Seller Dealer No. Purchasing Dealer No.

Attesting Official Title

Subscribed and sworn before me this _____ day of _____, 20____. My commission expires _____ NOTARY PUBLIC

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS, OR MUTILATIONS. FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE VEHICLE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE, OR PROVIDING FALSE STATEMENT, MAY RESULT IN FINES AND/OR IMPRISONMENT.

DO NOT ACCEPT TITLE SHOWING ANY ERASURES, ALTERATIONS OR MUTILATIONS

DT052A1 HLCH0073 REGIS INQUIRY BY PLATE, TITLE, VIN, NAME,DECAL NEXT SCREEN
CLERK GLT PLATE 11 KN4065 TITLE 080300480016 VIN 1FTYR15E98PA36002 999
OWNER-1 GREEN HILLS WATER DISTRICT COUNTY HARL DECAL
TRANSITION TO-- TITLE INQ CHAIN OF OWNERSHIP

REGISTRATION CO HARL CTL# 00301876 TITLE STATUS ACTIVE
REG CODE 20 OFFICIAL REG STATUS ACTIVE
REG ACTION TYPE N FIRST TIME (NEW) EXP DATE REG DATE 01/30/08
REG ACTION DATE 01/30/08 RMKS
EXEMPT TYPE/CITY TITLE BRAND
VEHICLE STATUS ON ACTIVE DB VEH TYPE T MAKE FORD MODEL RANGER
MODEL# R15 CYL 06 YR MODEL 08 STYLE PK COLOR WHI GROSS WT PC6
ODOMETER 200 MOTOR # NO OF LIENS 1
FEES/TAXES----REG---CLERK 6.00 STATE .00
TITLE-CLERK 6.00 STATE 3.00
USAGE-VALUE .00 TAX .00 U-TAX EXCP LO
CURR NADA 17325.00 TAX 1039.50 ADVAL TAX DUE .00
ADDRESS PO BOX 116 CITY BLEDSOE STATE KY ZIP 408100000
OWNER-1 BIRTH MO 3 OWNER-1 SSN 610-95-8302
OWNER-2 SSN
LEASEE COUNTY OF RESIDENCE
ADDRESS CITY STATE ZIP
M28-INQUIRY COMPLETE M229-OR PRESS ENTER TO RETURN TO LIST
DT052A1

Green Hills Water District

Plant Statistics

- * Number of fire hydrants, by size: 7
- * Number of private fire hydrants, by size: 0
- * If produced, whether water supply is by gravity, pumping or a combination: We purchase all water from Pineville Utilities
- * Type, capacity, and elevation of reservoirs, at overflow and ground level:

Tanks

1. Shepherd Tank: 100,000 gallons
Ground elevation: 2040.0
Overflow elevation: 2064.0
 2. Davis Tank: 100,00 gallons
Ground elevation: 1987.0
Overflow elevation: 2007.0
 3. Divide Tank: 100,00 gallons
Ground elevation: 1752.0
Overflow elevation: 1776.0
 4. Bigelow Tank: 20,000 gallons
Ground elevation: 2380.0
Overflow elevation: 2403.0
-

- * Miles of main by size and kind: 3 inch PVC pipe – 15.5 miles of line
- 4 inch PVC pipe – 7.5 miles of line
- 6 inch PVC pipe – 21.9 miles of line
- 6 inch DI pipe – 2.4 miles of line

* Station Equipment

List each pump, type and capacity, HP of driving unit and character of unit.

1. Salt Trace: 30 HP electric motor, 160 gallons per minute, type: Centrifugal
2. Shepherd: 15 HP electric motor, 135 gallons per minute, type: Centrifugal
3. Divide: 3 ½ HP electric motor, 65 gallons per minute, type: Centrifugal
4. Bigelow: 10 HP electric motor, 52 gallons per minute, type: Centrifugal
5. Napier Hill Booster Station: 1 ½ HP electric motor, type: Centrifugal
6. Tacky Town: 15 HP electric motor, 174 gallons per minute, type: Centrifugal

* Quantity of electric in KWH: 220,000 yearly

* Peak month, in gallons of water sold: April 2007 – 2,475,000 gallons

- * Miles of main by size and kind: 3 inch PVC pipe – 15.5 miles of line
4 inch PVC pipe – 7.5 miles of line
6 inch PVC pipe – 21.9 miles of line
6 inch DI pipe – 2.4 miles of line

* Station Equipment

List each pump, type and capacity, HP of driving unit and character of unit.

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* Quantity of electric in KWH: 220,000 yearly

* Peak month, in gallons of water sold: April 2007 – 2,475,000 gallons

Green Hills Water District
P.O. Box 116
Bledsoe, Kentucky 40810
Phone: 606-558-3995
Fax: 606-558-3995

"This institution is an equal opportunity provider, and employer"

Office Inventory

- 1 - Dell Computer
- 1 - Liteon Computer
- 1 - Sharp Copier/Fax/Printer
- 1 - HP Printer
- 1 - Casio Adding Machine
- 1 - Uniden Cordless Phone with Answering Machine
- 1 - Paper Shredder
- 1 - Paper Cutter
- 2 - Staplers
- 1 - Tape Dispenser
- 1 - White Plastic 3 Drawer Organizer
- 1 - Black Metal 8 Slotted File Organizer
- 3 - Black Metal 4 Drawer File Cabinets
- 2 - Small Wooden Desks
- 2 - Wooden 2 Drawer Cabinets
- 1 - Metal 2 Shelf Cabinet
- 1 - Wooden Cabinet for Copy Machine
- 1 - Window Air Conditioner
- 1 - Metal Tan Meter Card Box
- 1 - Metal Gray Meter Card Box
- 1 - Burgandy 2 Seat Couch
- 2 - Maps Consisting of the Layout of the GHWD System

Office Supplies such as: tape, staplers, ink pens, thumb tacks, white out, high lighters, markers, scissors, staple remover, rubber bands, notebooks, envelopes, folders, note pads, receipt books, calculator, rolodex, etc.

Bathroom Consists of: Sink, Commode, and 2 Shelf Wooden Cabinet

- 1 - Black Small Black & Decker Refrigerator (belongs to secretary)
- 1 - White GE Microwave (belongs to secretary)
- 1 - Black Office Chair (belongs to secretary)

Green Hills Water District
P.O. Box 116
Bledsoe, Kentucky 40810
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Fax: 606-558-3995

"This institution is an equal opportunity provider, and employer"

Shop Inventory

2 - 20 ft. Sections of 6 Inch Pipe / 3 scrap pieces
8 - 20 ft. Sections of 4 Inch Pipe
11 - 20 ft. Sections of 3 Inch / 2 scrap pieces
3 - 20 ft. Sections of 2 Inch Pipe

16 - Meters
18 - Meters Boxed Up For Testing
7 - Unusable Meters / Need To Be Scraped
1 - 1 Inch Meter / Needs To Be Tested

10 - New S-Tubes
4 - Old S-Tubes (hanging on pipe rack)
5 - Old S-Tubes (hanging with PRV's attached)

1 - 3/4 Inch to 1 Inch Setter / New Straight Setter
1 - New 3/4 by 3/4 Inch Straight Setter
4 - 3/4 by 3/4 Inch Tandem Setters
12 - New Setters (shipped to us / incorrect size / suppose to be picked up)
1 - Old 1 Inch Straight Setter

1 - Chop Saw with 1 New Blade On Wall
1 - 12 Volt Sump Pump
1 - 3/4 inch Roll of Copper Tubing
3 - 1/4 Inch Used Rolls of Tubing
2 - Utility Signs
1 - Propane Torch
2 - 3/4 Inch Used Rolls of Service Line
1 - 1 Inch Used Roll of Service Line

1 - Listening Device to Detect Leaks
6 - Pieces of Pipe Insulation Tubing
2 - Meter Pits and Lids
2 - Bags of Calcium
11 - 6 Inch Sleeves
1 - 6 Inch to 4 Inch Tee

6 - 4 Inch Sleeves
2 - 4 Inch by 3 Inch Reducer
4 - 3 Inch Elbows / 1 - 3 Inch Sleeve
3 - 3 Inch Tees
1 - 2 Inch 90 / 2 - 2 Inch Sleeves
2 - 3 Inch 45
1 - Old 2 Inch Y-Strainer
11 - Copper Nipples
3 - Valve Casing Lids
1 - New Valve Casing
1 - Old Valve Casing

1 - 6 Inch Gate Valve
1 - 4 Inch gate Valve
3 - New 3 Inch Gate Valves
3 - Old 3 Inch Used gate Valves
1 - New 2 Inch Gate Valve

1 - Stihl Weed Eater
1 - Craftsman Saw-Saw
1 - Craftsman Drill
1 - Craftsman Skill Saw
1 - Craftsman Light
2 - Craftsman Batteries
1 - Craftsman Charger

3 - Old Boxes of Fittings
2 - Fire Extinguishers

1 - Rebuilt 15 HP Motor for Shepherd
1 - Rebuilt 3 HP for Divide

1 - Bullet Hose
2 - Old Baldor 7 1/2 HP Pump
2 - Old Baldor 3 HP Motor with Pumps Attached
1 - Franklin Electric 7 HP Motor and Pump
1 - Marathon 7 1/2 HP Motor
1 - Reliance 15 HP Motor
1 - Old Pump and Impeller to Shepherd Pump Station

4 - 3 Inch Clamps / 12 Inch
3 - 3 Inch Jubalee Sleeves

4 - 6 Inch Couplings
2 - 4 Inch Couplings
6 - 3 Inch Couplings
4 - 3 Inch Tees

- 2 - Elbows
- 9 - 2 Inch Couplings

- 2 - 6 inch Restraint for PVC Pipe
- 2 - 4 Inch Restraint for PVC Pipe

- 2 - 2 Inch Corporation Stops
- 2 - 2 Inch male Adapters
- 2 - 1 Inch PRVs
- 12 - 4 Inch Service Saddles
- 7 - 2 Inch Service Saddles
- 3 - 3 Inch Service Saddles
- 12 - 6 Inch Service Saddles
- 1 - Box of 3 Inch Gaskets

- 25 - 3/4 Inch Female Adapters CTS
- 6 - 3/4 Inch Male Adapters CTS Pack Joint
- 2 - 1 Inch Female Adapters

- 7 - 3/4 Inch PRVs
- 13 - 3/4 Inch Male Adapters
- 5 - 3/4 Inch Corporation Stops
- 1 - 3 Inch Cap
- 5 - Swing Check Valves
- 2 - Rolls of 2 Inch Fire Hose
- 1 - Dyna-Pro 120,000 BTU Kerosene Heater
- 1 - ELECTRONIC listening DEVICE

APPENDIX D

WATER RATES:

First 2,000 Gallons	\$22.98	Minimum Bill
Next 6,000 Gallons	8.75	Per 1,000 Gallons
Over 8,000 Gallons	7.19	Per 1,000 Gallons
Leak Adjustment Rate	2.46	Per 1,000 Gallons
Wholesale Water Rate	3.25	Per 1,000 Gallons

SPECIAL CHARGES:

Meter Connection / Tap-On Charge	\$600.00
Reconnection Charge	35.00
Reconnection Charge (After Hours)	42.50

APPENDIX E

Green Hills Water District

2011	<u>Billed Customers for Water</u>	<u>Payments Received for Water</u>	<u>Monthly Payables</u>
January	\$33,213.20	\$17,795.90 (-15,417.30)	\$21,805.05 (4,009.15)
February	\$27,460.15	\$19,501.57 (-7,958.58)	\$18,188.59
March	\$26,784.79	\$16,719.88 (-10,064.91)	\$18,864.90 (2,145.02)
April	\$24,840.27	\$16,280.25 (-8,560.02)	\$16,149.23
May	\$25,929.38	\$16,609.62 (-9,319.76)	\$16,243.72
June	\$26,888.08	\$15,921.89 (-10,966.19)	\$20,061.54 (4,139.65)
July	\$39,934.28	\$19,522.36 (-20,411.92)	\$19,992.61 (470.25)
August	\$30,165.66	\$19,661.49 (-10,504.17)	\$22,031.11 (2,369.62)*
September	\$28,212.19	\$17,403.06 (-10,809.13)	\$21,876.73 (4,473.67)*
October	\$30,786.70	\$17,487.57 (-13,229.13)	\$20,714.66 (3,227.09)*
November	\$29,036.79	\$16,056.30 (-12,980.49)	\$32,737.62 (4,190.74)*

* Denotes amount of garbage collections money used to pay Water District's bills

Amount owed to Fiscal Court for Garbage Collections (August thru November - \$25,523.01)

APPENDIX F

	2008	2009	2010	2011 - YTD	*AVG	2012 Budget
Revenues						
Residential Sales	183,376.52	233,287.34	230,623.10	198,231.75		
Commercial Sales	4,258.80					
School Sales	8,882.09					
NonProfit						
Interest Income	90.11	29.52	24.11			
Total Revenues	196,607.52	233,316.86	230,647.21	198,231.75	210,877.77	225,000
Expenses						
Advertising			171.60	-	175.04	1,000
Gas & Oil				-	8,211.48	
Repair & Maintenance Auto	1,854.63	135.00	202.97	-	1,395.04	
Vehicles and Other	5,847.58	8,737.99	9,325.22	8,567.39	8,119.55	10,000
Bank Charges	99.25	329.11	119.75	368.50	220.66	400
Cash Over & Short	3,399.91	1,112.56	973.59	676.41	1,203.76	1,000
Dues & Subscriptions	325.00	350.00	350.00	-	270.83	350
Insurance	6,277.96	6,003.00	5,544.37	5,991.59	5,964.69	6,000
Interest					100.00	-
Audit	475.00				1,266.67	7,500
NSF Checks					184.26	-
Repairs & Maintenance Lines & Pum	10,863.61	5,454.28	5,144.04	751.82	6,744.22	5,000
Repairs & Maintenance Admin	345.07	160.00			252.54	-
Lab Analysis	556.20	2,212.40	1,021.50	986.75	1,029.03	1,200
Office	1,118.35	809.33		800.33	1,061.06	1,000
Payroll Tax	3,945.89	3,267.78	5,205.15	3,768.66	4,162.80	4,000
Postage	3,129.41	3,121.73	2,899.56	2,682.68	2,914.99	3,000
Contract Labor	9,406.25	9,233.83	3,267.38	5,175.99	6,783.24	6,000
Operating Supplies	582.76	963.88	762.55	761.14	715.28	800
Telephone	2,505.64	2,283.87	1,301.94	1,156.40	2,281.83	1,300
Travel	857.04			40.00	609.88	750
Wage	50,609.88	59,251.72	60,077.63	45,288.50	53,299.48	50,000
Utilities Plant	22,705.63	25,116.95	27,107.43	27,466.63	24,896.72	28,000
Electric Biglow Pump	1,697.77	1,905.03	2,098.36	2,002.27	1,622.15	2,200
Other Expense	4,644.41	5,120.71	6,745.65	13,173.62	5,313.97	5,000
Purchased Water	52,446.87	61,103.94	67,939.33	80,159.50	58,899.15	90,000
USDA Loan Payment	25,890.00	28,248.06	23,677.82	21,101.65	22,811.61	27,850
Total Expenses	209,584.11	224,921.17	223,935.84	220,919.83	215,473.75	252,350
Net Income (Loss)	(12,977)	8,396	6,711	(22,688)	(10,880)	(27,350)

APPENDIX G

Green Hills Water District
Cash Account Register
 For the Period From Jan 1, 2012 to Dec 31, 2012
 1100 - Operations Account

Filter Criteria includes: Report order is by Transaction Date.

Date	Reference	Type	Payee/Paid By	Memo	Payment Amt	Receipt Amt	Balance
			Opening Balance		59.84		-59.84
1/6/12	10907	Payroll	407-21-6693		768.81		-828.65
1/6/12	10908	Payroll	405-98-4774		160.73		-989.38
1/6/12	1/6/2012	Receipt	REVENUE ACCT TRANFE	1/6/2012		1,250.00	260.62
1/6/12	10909	Wrt. Chks.	ISSAC BROCK		293.62		-33.00
1/13/12	10910	Payroll	407-21-6693		801.91		-834.91
1/13/12	10911	Payroll	405-98-4774		200.00		-1,034.91
1/13/12	1/13/2012	Receipt	REVENUE ACCT TRANFE	1/13/12		9,850.00	8,815.09
1/13/12	10912	Wrt. Chks.	PINEVILLE WATER		8,326.04		489.05
1/18/12	10913	Payroll	407-21-6693		561.96		-72.91
1/18/12	10914	Payroll	402-98-8594		166.88		-239.79
1/18/12	10915	Payroll	405-98-4774		200.00		-439.79
1/18/12	1/18/2012	Receipt	REVENUE ACCT TRANFE	1/18/12		7,000.00	6,560.21
1/18/12	10916	Wrt. Chks.	KY STATE TREASURER		223.44		6,336.77
1/18/12	10917	Wrt. Chks.	KY STATE TREASURER		595.09		5,741.68
1/18/12	10918	Wrt. Chks.	KY STATE TREASURER		172.79		5,568.89
1/18/12	10919	Wrt. Chks.	TREASURER, KY UNEMPL		128.04		5,440.85
1/18/12	10920	Wrt. Chks.	USDA	2012 payment # 1	2,100.00		3,340.85
1/18/12	10921	Wrt. Chks.	FLEETONE LLC	427863	532.29		2,808.56
1/18/12	10922	Wrt. Chks.	Ford Credit	43447436	332.94		2,475.62
1/18/12	10923	Wrt. Chks.	KY RURAL WATER	2012 Membership	400.00		2,075.62
1/18/12	10924	Wrt. Chks.	WASTE CONNECTIONS		35.27		2,040.35
1/18/12	10925	Wrt. Chks.	BLAINE A. MOORE	Electrical work	240.00		1,800.35
1/18/12	10926	Wrt. Chks.	Harlan Computers	repaired computer	64.99		1,735.36
1/18/12	10927	Wrt. Chks.	CROUSHORN		29.90		1,705.46
1/18/12	10928	Wrt. Chks.	BALL OFFICE MACHINE	repaired copier/	70.00		1,635.46
1/18/12	10929	Wrt. Chks.	SOUTHERN WHOLESALE		56.07		1,579.39
1/18/12	10930	Wrt. Chks.	US POSTAL	Envelopes	237.75		1,341.64
1/18/12	10931	Wrt. Chks.	PETTY CASH	Office supplies	100.00		1,241.64
1/18/12	2	Wrt. Chks.	Bank of Harlan		762.55		479.09
1/26/12	10932	Payroll	407-21-6693		487.49		-8.40
1/26/12	10933	Payroll	402-98-8594		280.36		-288.76
1/26/12	10934	Payroll	405-98-4774		200.00		-488.76
1/26/12	1/26/2012	Receipt	REVENUE ACCT TRANFE	1/26/12		6,000.00	5,511.24
1/26/12	10936	Wrt. Chks.	KU	670309-001 4	210.05		5,301.19
1/26/12	10937	Wrt. Chks.	CVRECC		3,481.14		1,820.05
1/26/12	10938	Wrt. Chks.	TDS		111.13		1,708.92
1/26/12	10939	Wrt. Chks.	MATTHEW NAPIER	Reimbursed for	81.30		1,627.62
2/1/12	10940	Payroll	407-21-6693	truck battery	398.71		1,228.91
2/1/12	10941	Payroll	402-98-8594		248.50		980.41
2/1/12	10942	Payroll	405-98-4774		254.99		725.42
2/1/12	10943	Wrt. Chks.	PETTY CASH	Office supplies	100.00		625.42
2/1/12	10947	Wrt. Chks.	PINEVILLE WATER		7,745.19		-7,119.77
2/8/12	10944	Payroll	402-98-8594		191.81		-7,311.58
2/8/12	10945	Payroll	407-21-6693		719.17		-8,030.75
2/8/12	10946	Payroll	405-98-4774		207.86		-8,238.61
2/8/12	2/8/2012	Receipt	REVENUE ACCT TRANFE	2/8/12		8,800.00	-561.39
		Total			32,278.77	32,900.00	

Green Hills Water District

P.O. Box 116

Bledsoe, Kentucky 40810

Phone: 606-558-3995

Fax: 606-558-3995

"This institution is an equal opportunity provider, and employer"

February 9, 2012

Other bills owed by the Green Hills Water District not included on the Cash Account Register.

Appalachian States Analytical (Bac-T Testing) \$14.75 each test/twice a month

Dryer Meter Service (Master Meter Calibration) \$180.00

Consolidated Pipe Supply (Parts/Pipe) \$2,269.19

Barnett and Williams, CPAs (3 Years Service) \$5,700.00

APPENDIX H

PINEVILLE WATER SYSTEM

P.O. Box 277
PINEVILLE, KENTUCKY 40977
PHONE (606) 337-6611

December 4, 2003

Benny Turner
Green Hills Water District
PO Box 116
Bledsoe, KY 40810

Re: Revised Water Purchase Contract

Dear Benny:

As requested, enclosed is a revised water purchase contract between the Pineville Utilities Commission and the Green Hills Water District. This agreement increases the maximum water to be purchased to 3,500,000 per month. The rate remains the same for all water purchased up to the maximum limit, subject to a minimum bill for the first 1,000,000 gallons.

After the Green Hills Water District Board has executed the agreement, please return one of the signed copies to me. The other will be for your files.

Please contact me if you have any questions or concerns.

Sincerely,



Bill Bunch
Manager

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 18th day of November 2003, between the Pineville Utility Commission, 151 Pine Street, P. O. Box 277, Pineville, Kentucky, 40977, hereinafter referred to as the "Seller" and the Green Hills Water District, P. O. Box 116, Bledsoe, Kentucky, 40810, hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser, is organized and established under the provisions of Chapter 74 of the Code of Kentucky Revised Statutes, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown in the plans of the system now on file in the office of the Purchaser, and

Whereas, by action of the Pineville Utility Commission on November 18, 2003 the Seller approved this Contract for sale of water to the Purchaser, and attested by the Secretary was duly authorized, and

Whereas, Purchaser currently obtains treated water from Seller under contract dated May 20, 1994, and

Whereas, Purchaser has, in the past, exceeded the maximum capacity of its existing contract, and

Whereas, Purchaser desires to contract for additional capacity from Seller in order to serve its current and future customers, and

Whereas, by action of the Green Hills Water District Board, on _____, the purchase of water from the Seller in accordance with the terms set forth in this Contract was approved, the Contract executed, and attested by the Secretary was duly authorized;

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Natural Resources

and Environmental Protection Cabinet, Division of Water, in such quantity as may be required by the Purchaser, not to exceed three million five hundred thousand (3,500,000) gallons per month.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure, in accordance with Division of Water regulation, calculated at the master meter location from an existing six-inch water main located near the Bell County-Harlan County line on State Highway 221. If a greater pressure than is normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.
3. (Metering Equipment) To furnish, install, operate and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the preceding six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser shall agree upon a different amount. The metering equipment shall be read on the first business day of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
4. (Billing Procedure) To furnish the Purchaser at the above address not later than the first (1st) day of the month following the meter reading with an itemized statement of the amount of water furnished from the Purchaser during the preceding billing period.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the tenth (10th) day of each month, for water delivered and billed in accordance with the following schedule of rates:
 - a. \$1,750.00 for the first one million (1,000,000) gallons, which amount shall also be the minimum rate per month and payable as a minimum bill regardless of amount of gallons purchased.
 - b. \$1.75 per one thousand (1,000) gallons for water in excess of one million (1,000,000) gallons but less than three million five hundred thousand (3,500,000) gallons.
 - c. \$2.75 per one thousand (1,000) gallons for water equal to or in excess of three million five hundred thousand (3,500,000) gallons.

- d. Any amount billed and outstanding after the tenth (10th) day of the month shall be subject to a ten percent (10%) penalty calculated on the outstanding balance.
2. (Connection Fee) The connection point already being constructed and in operation between the Purchaser and Seller, there is no Connection Fee associated with this Contract.

C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this Contract shall extend for a term of twenty (20) years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. (Delivery of Water) Seller will continue to deliver water to the Purchaser under the terms of the existing Contract until such time as this Contract is fully executed and approved by the governing bodies. Once so approved, delivery of water shall commence under the terms of this Contract.
3. (Water for Testing) Water for testing is not applicable to this Contract.
4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to the Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of each annual period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.
6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this Commonwealth and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
7. (Miscellaneous) That the construction of portions of the water supply distribution system by the Purchaser is being furnished by a loan made or insured by, and/or a grant from, the United States of America, acting through Rural Development of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of Rural Development.
8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this Contract, any successor of the Purchaser,

whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.

In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in _____ counterparts, each of which shall constitute an original.

Seller:

Pineville Utility Commission

By

Title

Patricia M. Bingham
Chairperson

Attest:

[Signature]
Secretary

Purchaser:

Green Hills Water District

By

Title

[Signature]
Chairman

Attest.

Benny Jones
Secretary












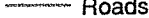

This contract is approved on behalf of Rural Development this _____ day of _____, 2003.

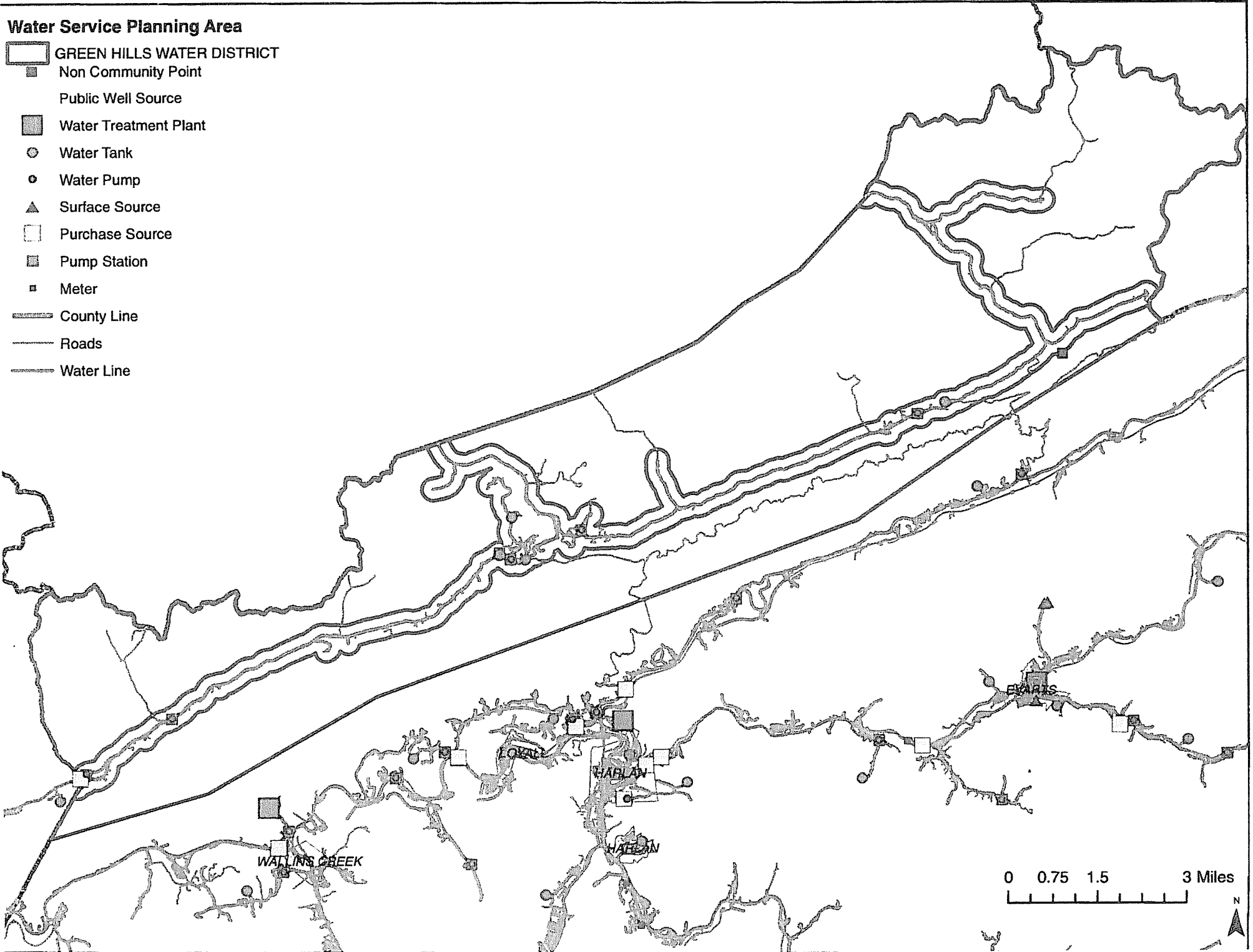
By _____

Title _____

APPENDIX 2

Water Service Planning Area

-  GREEN HILLS WATER DISTRICT
-  Non Community Point
-  Public Well Source
-  Water Treatment Plant
-  Water Tank
-  Water Pump
-  Surface Source
-  Purchase Source
-  Pump Station
-  Meter
-  County Line
-  Roads
-  Water Line



HARLAN COUNTY COURT

SPAT 17 21



COMM. CLERK
HARLAN COUNTY

IN RE: GREEN HILLS WATER DISTRICT

ORDER CREATING GREEN HILLS
WATER DISTRICT

A verified petition by at least twenty-five freeholders of the proposed Green Hills Water District having been filed with the Court, pursuant to KRS 74 notice of said petition having been given pursuant to KRS 424, thirty (30) days having lapsed from said publication and no objections to the petition having been filed with the Court; and the Court finds that the establishment of such district is reasonably necessary for public health, convenience, fire protection and comfort of the residents.

IT IS THEREFORE ORDERED, that the Green Hills Water District is established and shall be known as the Green Hills Water District and shall include the territory located on the north side of Pine Mountain in Harlan County and more particularly described as follows:

"Beginning at the meeting of the boundaries of Harlan County, Perry County and Letcher County and proceeding with the Harlan County and Perry County boundary line in a westwardly direction the point where the Harlan County, Perry County and Leslie County boundaries meet, thence continuing in a southwestwardly direction with the Harlan County and Perry County boundary line to Foundation Gap where the Harlan County, Leslie County and Bell County boundaries meet thence in a southwardly direction with the Harlan County and Bell County boundary line going over Straight Creek and up Pine Mountain along said Harlan County and Bell County boundary to the two thousand two hundred (2200) elevation, thence in an eastwardly direction along the said two thousand two hundred (2200) elevation on Pine Mountain to the Harlan County and Letcher County boundary, thence in a northwardly direction along said Harlan County and Letcher County boundary to the point of Beginning."

EXHIBIT A



CLERK

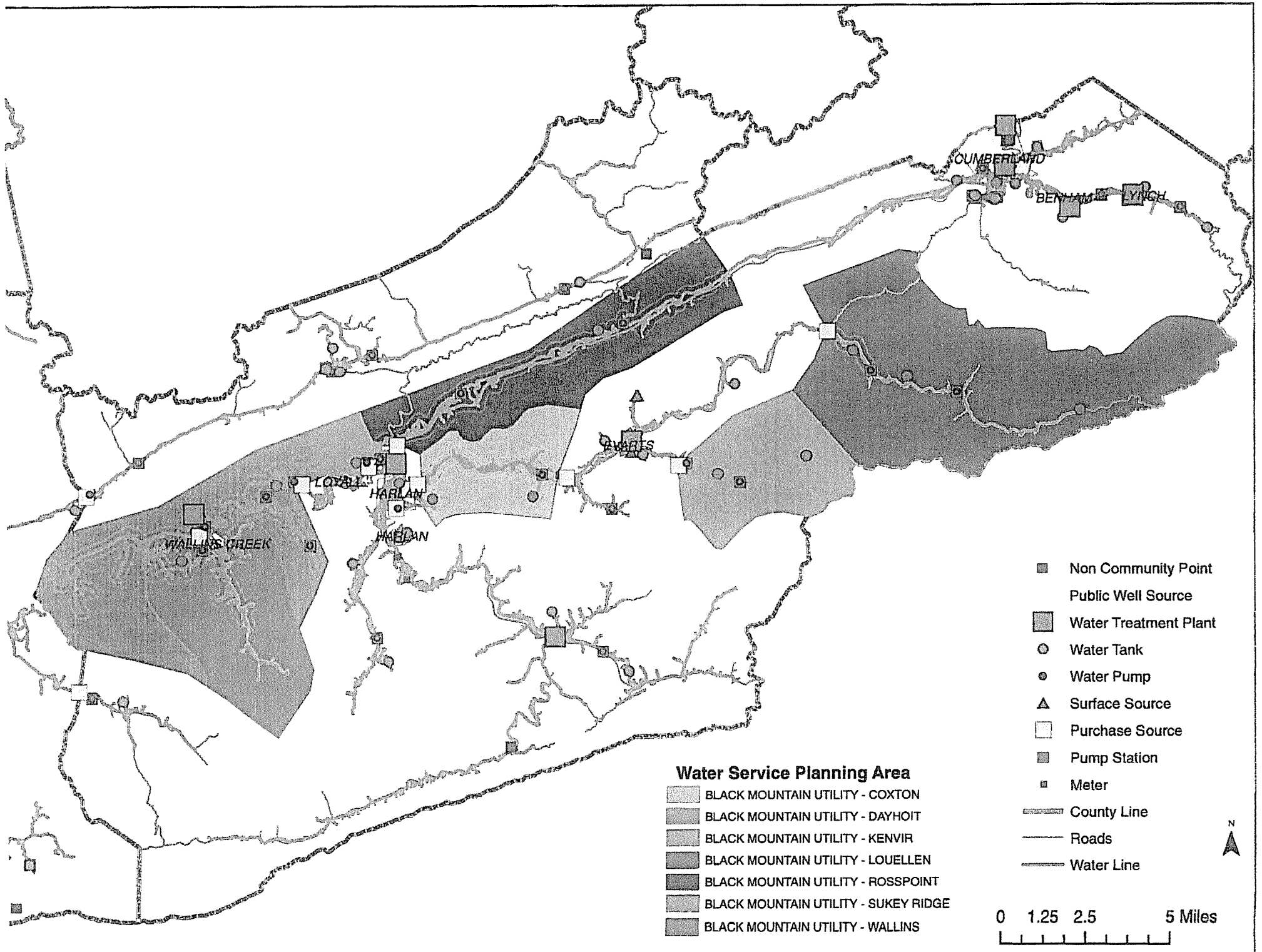
IT IS FURTHER ORDERED that the Board of Commissioners of the Green Hills Water District is created with three (3) Commissioners and that Rollin Helton is appointed as a Commissioner for a four (4) year term, Vernon Conley is appointed as a Commissioner for a three (3) year term, and William Taylor Brown is appointed as a Commissioner for a two (2) year term. Each Commissioner shall execute a bond approved by the Court, conditioned on the faithful performance of the duties of Commissioner.

Costs of this action shall be paid by the petitioners. The petitioners are directed to mail a copy of this order to the Public Service Commission.

This 19th day of September, 1977.

Hugh Hall
JUDGE, HARRIS COUNTY COURT

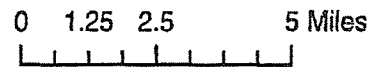
APPENDIX 3



Water Service Planning Area

- BLACK MOUNTAIN UTILITY - COXTON
- BLACK MOUNTAIN UTILITY - DAYHOIT
- BLACK MOUNTAIN UTILITY - KENVIR
- BLACK MOUNTAIN UTILITY - LOUELLEN
- BLACK MOUNTAIN UTILITY - ROSSPOINT
- BLACK MOUNTAIN UTILITY - SUKEY RIDGE
- BLACK MOUNTAIN UTILITY - WALLINS

- Non Community Point
- Public Well Source
- Water Treatment Plant
- Water Tank
- Water Pump
- Surface Source
- Purchase Source
- Pump Station
- Meter
- County Line
- Roads
- Water Line



AN ORDINANCE OF THE FISCAL COURT OF HARLAN COUNTY, KENTUCKY, RELATING TO THE RATIFICATION, CONFIRMATION, AND APPROVAL OF THE CREATION OF, AND THE PRESENT FORMATION OF THE BLACK MOUNTAIN UTILITY DISTRICT.

WHEREAS, a Hearing having been held by the Fiscal Court of Harlan County, Kentucky, on April 22, 1986, following the requisite procedure prescribed by KRS 65.810, on the Petition to ratify, confirm, and approve the creation of, and to presently form the Black Mountain Utility District, and the Fiscal Court having entered its Findings of Fact and rendered its Decision in the matter, which Decision was as follows:

A. That the Petition was filed and the Hearing was held in accordance with all of the requirements of KRS 65.810.

B. That the creation of the Black Mountain Utility District, with boundaries as set out in paragraph 6 of the foregoing Findings of Fact, should be ratified, confirmed, and approved by this Fiscal Court, in order to enable such Utility District to proceed with the financing and construction of a waterworks and sewer system to serve the citizens and residents of such area, in accordance with the Plan of Service filed with the Petition.

C. That this Fiscal Court will enact an Ordinance confirming, ratifying, and approving the creation of and presently forming the Black Mountain Utility District and confirming and approving the appointments and/or reappointments of the three Commissioners of the District,

NOW, THEREFORE, BE IT ORDAINED BY THE FISCAL COURT OF THE COUNTY OF HARLAN, COMMONWEALTH OF KENTUCKY, AS FOLLOWS:

SECTION 1. That this Fiscal Court hereby ratifies, confirms, and approves the creation of, and hereby presently forms the Black Mountain Utility District, whose boundaries are and shall be as follows:

STATE OF KENTUCKY, COUNTY OF HARLAN
I, _____, Clerk of the County and Clerk aforesaid, do hereby
certify that a true and correct copy of same as set out in
the Ordinance Book 1984 Page 1
is on file in my office this _____ day of _____ 1986
EMMY LEE Clark
Donna Hopkins D.C.

SECTION 2. That this Fiscal Court hereby ratifies, confirms, and approves all previous actions which have been taken by the County Judge/Executive with respect to the establishing and creation of said Water District, including the appointments of the three initial Water Commissioners of the District.

SECTION 3. That the County Judge/Executive shall enter an Order appointing and/or reappointing the three Commissioners of said Utility District, which appointments are hereby approved by this Fiscal Court as follows:

<u>NAMES OF COMMISSIONERS</u>	<u>EXPIRATION DATES OF CURRENT TERMS OF OFFICE</u>
Thomas Witt, Jr.	October 11, 1986
Robert Shepherd	October 11, 1987
Arnold Gilbert	October 11, 1988

SECTION 4. If any section, paragraph, or clause of this Ordinance shall be held invalid, the invalidity of such section, paragraph, or clause shall not affect any of the remaining provisions hereof.

SECTION 5. All motions, ordinances, orders, resolution, and parts thereof, in conflict herewith, are hereby repealed to the extent of such conflict.

SECTION 6. This Ordinance shall be introduced at a meeting of the Fiscal Court and shall remain on file for public inspection in the office of the County Clerk until the next following regular, adjourned regular, or called, special session of the Fiscal Court, in the completed form in which it shall be put on its final passage and enactment. If passed and enacted, this Ordinance shall be in full force and effect immediately, and a Notice of

BLACK MOUNTAIN UTILITY DISTRICT

BEGINNING at the intersection of Kentucky Route 38, and the Harlan City Limits; thence following the City Limits and a direct line in a northwesterly direction 4000 feet more or less to the top of Black Mountain; thence with the top of Black Mountain as it meanders in northeasterly direction opposite the Verda community, Everts, Shields community, Lovellen, Black Bottom, Closplint, Rileyville, Georgetown to the Virginia State line, a total distance of approximately 150,000 feet; thence leaving Black Mountain and following the Kentucky-Virginia State line in a southerly direction, a distance of 4000 feet more or less to the top of Little Black Mountain; thence continuing with the top of Little Black Mountain and the Kentucky-Virginia State line in a westerly direction 84,000 feet more or less; thence leaving the Kentucky-Virginia State line following the top of Little Black Mountain in a westerly direction 70,000 feet; thence leaving the top of Little Black Mountain in a northwesterly direction 7,500 feet to the point of BEGINNING.

This also includes the Right Fork of the Little Black Mountain Highway 215. This starts where the City of Everts Water Service Ends at Redbud or Founding Mill and extends up Highway 215 to the end of State Road, taking in the Kenvir, Kentucky and Disney, Kentucky areas.

THERE IS EXCLUDED the town of Everts and any area that the City of Harlan now serves in the vicinity of Kitts.

Passage and Summary of the provisions of this Ordinance, in the form submitted to this Fiscal Court, and hereby approved, shall be published as required by law.

Introduced and given first reading by the Fiscal Court on April 22,, 1986.

Given second reading, passed, and enacted by the Fiscal Court on May 8, 1986.

Approved:

By [Signature]
County Judge/Executive

Attest:

[Signature]
County Clerk

CERTIFICATE OF COUNTY CLERK

I, TOMMY LEE, hereby certify that I am the duly qualified and acting County Clerk of the County of Harlan, Kentucky, that the foregoing Ordinance is a true and correct copy of an Ordinance relating to the ratification, confirmation, and approval of the creation of, and the present formation of the Black Mountain Utility District, that said Ordinance was introduced and given its first reading by the Fiscal Court of said County on April 22, 1986, that it was placed and remained on file in my office for public inspection in that identical, completed form until May 8, 1986, on which date it was given its second reading, passage, and final enactment by said Fiscal Court, and that a Notice of Enactment and Summary of said Ordinance has been ordered to be published as required by law.

IN TESTIMONY WHEREOF, witness my signature as County Clerk and the official Seal of said County this May 8, 1986.

(Seal of County)

[Signature]
County Clerk

APPENDIX 4

DECLARATION OF A LOCAL STATE OF EMERGENCY

February 1st, 2012

WHEREAS, on February 1st, 2012 a complete loss of the public water system occurred in the Green Hills and Bledsoe communities of Harlan County, Kentucky; and

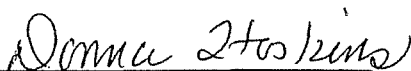
WHEREAS, the Green Hills Water Supply District experienced a complete failure of the public water supply resulting in approximately 500 customers being without water for approximately 10 days. This failure affects approximately 1500 people in the Green Hills and Bledsoe communities of Harlan County; and

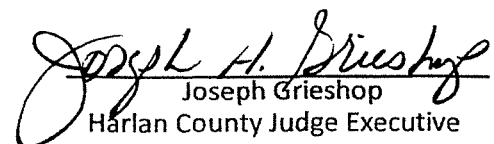
WHEREAS, this situation creates a considerable hardship for the citizens of Green Hills and Bledsoe communities of Harlan County; and

WHEREAS, local government has the responsibility to protect the public health, safety and welfare, and to mitigate the effects of such events.

NOW, THEREFORE, I Joseph Grieshop, Harlan County Judge Executive, by the authority vested in me by KRS 39A.100(2), do hereby declare that a State of Emergency exists in Green Hills and Bledsoe communities of Harlan and direct that:

1. The local Emergency Operations Plan shall be fully executed;
2. The Harlan County Emergency Management Director shall direct the Harlan County Emergency Management Agency to provide such assistance as can be delivered from available local resources and shall coordinate all agencies of local government to provide assistance to Green Hills and Bledsoe communities;
3. All agencies of Harlan County shall cooperate to the fullest extent with Harlan County Emergency Management Agency and shall provide such assistance as may be required for response to this emergency.
4. Under this State of Emergency, as provided in KRS 39A.100 (2) and 45A.380(1)(7) the Harlan County Judge Executive can waive procedures and formalities otherwise required by the law pertaining to: a) performance of public work, b) entering into contracts, c) incurring obligations, d) employment of permanent and temporary workers, e) utilization of volunteer workers, f) rental of equipment, g) appropriation and expenditure of public funds.


Donna Hoskins
Harlan County Clerk


Joseph Grieshop
Harlan County Judge Executive

APPENDIX 5

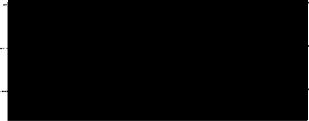

PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS WATER DISTRICT BOARD AND CONSOLIDATING WITH BLACK MOUNTAIN UTILITIES DISTRICT

We the people of the Bledsoe and surrounding areas wish to have the Green Hills Water District board dissolved immediately due to lost faith in their ability to provide acceptable water service. We also wish to have the Green Hills Water District consolidated with Black Mountain Water District. These wishes come from failure to provide acceptable water service to the people of Bledsoe and surrounding areas.

	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	<i>Greg Lewis</i>	GREG LEWIS	[REDACTED]
2	<i>Jeff North</i>	JEFF NORTH	
3	<i>Sandra Hansel</i>	Sandra Hansel	
4	<i>Maxine Turner</i>	Maxine Turner	[REDACTED]
5	<i>Joe Turner</i>	Joe Turner	
6	<i>Ricky Lee Turner</i>	Ricky LEE TURNER	[REDACTED]
7	<i>Ariel Turner</i>	Ariel Turner	[REDACTED]
8	<i>Sophia Turner</i>	Sophia Turner	
9	<i>Ralph Turner</i>	Ralph Turner	
10	<i>Tyler Boggs</i>	Tyler Boggs	
11	<i>Brian Boggs</i>	Brian Boggs	
12	<i>Jenny Boggs</i>	Jenny Boggs	
13	<i>Otto Baker</i>	Otto Baker	
14	<i>Patricia Baker</i>	Patricia Baker	
15	<i>Dianne Lewis</i>	Dianne Lewis	[REDACTED]
16	<i>Jordan Lewis</i>	Jordan Lewis	
17	<i>Katherine Crabbes</i>	Katherine Crabbes	
18	<i>Jessica N. Lewis</i>	JESSICA N. LEWIS	
19	<i>Melissa R. North</i>	MELISSA R. NORTH	[REDACTED]
20	<i>Daniel Lewis</i>	Daniel Lewis	
21	<i>Judy Lewis</i>	Judy Lewis	
22	<i>Larry Lewis</i>	Larry Lewis	[REDACTED]
23	<i>Saprena Clifford</i>	Saprena Clifford	[REDACTED]
24	<i>Matthew D Farley</i>	Matthew D Farley	[REDACTED]
25	<i>Mangy Farley</i>	Mangy Farley	
26	<i>Erica Stephens</i>	Erica Stephens	
27	<i>Kim Boggs</i>	KIM Boggs	[REDACTED]
28	<i>Mike Boggs</i>	Mike Boggs	
29	<i>Zack Boggs</i>	Zack Boggs	
30	<i>Michael Plamies</i>		[REDACTED]

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	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	<i>Randy Turner</i>	RANDY TURNER	
2	<i>Jamie Boggs</i>	Jamie Boggs	
3	<i>J.C. Turner</i>	J.C. Turner	
4	<i>April Kidwell</i>	April Kidwell	
5	<i>J.R. Huff</i>	J.R. Huff	
6	<i>Yvonne Minard</i>	Yvonne Minard	
7	<i>Jimmy Joseph</i>	Jimmy Joseph	
8	<i>Dorothy Ashley</i>	Dorothy Ashley	
9	<i>David Hinkle</i>	David Hinkle	
10	<i>David Walker Jr</i>	David Walker Jr	
11	<i>Manda Coats</i>	Manda Coats	
12	<i>Greg Harris</i>	Greg Harris	
13	<i>James A Howard</i>	JAMES A. HOWARD	
14	<i>MARTHA HOWARD</i>	MARTHA HOWARD	
15	<i>Jennifer Hansel</i>	Jennifer Hansel	
16	<i>Sharon Hansel</i>	Sharon Hansel	
17	<i>Michelle Turner</i>	Michelle Turner	
18	<i>June Turner</i>	June Turner	
19	<i>Elyen Gilbert</i>	Elyen Gilbert	
20	<i>Emily Gilbert</i>	Emily Gilbert	
21	<i>Jacob Smith</i>	Jacob Smith	
22	<i>Abby Walker</i>	Abby Walker	
23	<i>Kiva Walker</i>	Kiva Walker	
24	<i>Richard Wilder</i>	Richard Wilder	
25	<i>Jim Tubelik</i>	JIM TUBELIK	
26	<i>James Boggs</i>	James Boggs	
27	<i>Beth Boggs</i>	Beth Boggs	
28	<i>Christa Pruitt</i>	Christa Pruitt	
29	<i>Chris Farley</i>	Chris Farley	
30	<i>Kirsty Minard</i>	Kirsty Minard	

PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS WATER DISTRICT BOARD AND CONSOLIDATING WITH BLACK MOUNTAIN UTILITIES DISTRICT

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	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	<i>[Signature]</i>	Derrick Chappell	[REDACTED]
2	<i>Benny Coots</i>	Benny Coots	[REDACTED]
3	<i>Mitchell York</i>		
4	<i>Benny R Coots</i>	Benny R Coots	[REDACTED]
5	<i>Mark Layton</i>	Mark Layton	
6	<i>Tammy Johnson</i>	Tammy Johnson	
7	<i>Tim Johnson</i>	Tim Johnson	
8	<i>Tammy Johnson</i>	Tammy Johnson	
9	<i>Alexis Seals</i>	Alexis Seals	[REDACTED]
10	<i>Jimmy Miniard</i>	Jimmy Miniard	[REDACTED]
11	<i>Carolyn Miniard</i>	CAROLYN MINIARD	[REDACTED]
12	<i>Kristy Miniard</i>	Kristy Miniard	[REDACTED]
13	<i>Deborah J Boggs</i>	Deborah J Boggs	[REDACTED]
14	<i>Lacey Boggs</i>	Lacey Boggs	[REDACTED]
15	<i>Taylor J. Stephens</i>	Taylor J. Stephens	[REDACTED]
16	<i>Stephanie E Stephens Boggs</i>	Stephanie E Stephens Boggs	[REDACTED]
17	<i>Jackie A. Coots</i>	Jackie A. Coots	[REDACTED]
18	<i>Kathy Coots</i>	Kathy Coots	[REDACTED]
19	<i>Adrian Coots</i>	Adrian Coots	[REDACTED]
20	<i>Jackie E. Coots</i>	Jackie E Coots	[REDACTED]
21	<i>Mallie R. Coots</i>	Mallie R. Coots	[REDACTED]
22	<i>Debia Cawood</i>	Debia Cawood	[REDACTED]
23	<i>William Turner</i>	William Turner	[REDACTED]
24	<i>Willie Turner</i>	Willie Turner	[REDACTED]
25	<i>Bicky Turner</i>	Bicky Turner	[REDACTED]
26	<i>Faye Turner</i>	Faye Turner	[REDACTED]
27	<i>Marjorie Turner</i>	Marjorie Turner	[REDACTED]
28	<i>Meljon Epperson</i>	Meljon Epperson	[REDACTED]
29	<i>Sarah Hinkle</i>	Sarah Hinkle	[REDACTED]
30	<i>David Hinkle</i>	David Hinkle	[REDACTED]

**PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS
WATER DISTRICT BOARD AND CONSOLIDATING WITH
BLACK MOUNTAIN UTILITIES DISTRICT**

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NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1 Mary Fulst		
2 Elbert Fulst		
3 Crystal Juell		
4 Steve Kalmes		
5 Rogers Keling		
6 Jay Lewis		
7 Jonny Lewis		
8 Omar Lewis	House	
9 Gail Cornett	Gail Cornett	
10 Rollin Cornett	Rollin Cornett	
11 Brittany Harris	Brittany Harris	
12 Darlene Callahan	Darlene Callahan	
13 Bobby Callahan	Bobby Callahan	
14 Tim Callahan		
15 Amanda Callahan		
16 Kiersten Callahan		
17 Caleb Callahan		
18 Jacob Callahan		
19 Leann Nantz		
20 Mitchell Osborne		
21 Billy Nantz		
22 Valerie Osborne		
23 Theresa Osborne		
24 David Osborne		
25 Tiffany Osborne		
26 Bob Middleton		
27 Biggs F. Middleton		
28 Ed Merrill	Ed Merrill	
29 Geraldine Merrill	Geraldine Merrill	
30 Kayla Merrill	Kayla Merrill	

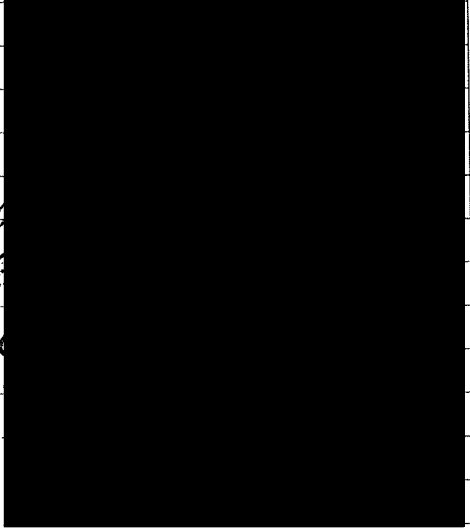
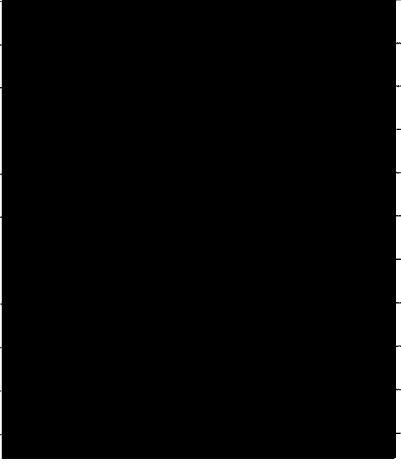

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NAME-SIGNATURE	NAME-PRINTED
1 Nick Bryn	Nick Bryn
2 Paula Bryn	Paula Bryn
3 Dexter Callahan	Dexter Callahan
4 Lillie Callahan	Lillie Callahan
5 Tressie Deggs	Tressie Deggs
6 Geneq Menhill	Geneq Menhill
7 Lisa Merrill	Lisa Merrill
8 Jimmy Callahan	Jimmy Callahan
9 Debbie Callahan	Deb Callahan
10 Robert Scarso	Robert Scarso
11 Joyce Scarso	Joyce Scarso
12 Cortney Byrn	Cortney Byrn
13 Kenneth Wilder	Kenneth Wilder
14 Jimmy Byrn	Jimmy Byrn
15 Lacey Byrn	Lacey Byrn
16 Doyle Roberts	Doyle Roberts
17 Paula Roberts	Paula Roberts
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PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS WATER DISTRICT BOARD AND CONSOLIDATING WITH BLACK MOUNTAIN UTILITIES DISTRICT

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	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	Rosemary York	Rosemary York	
2	Linda York	Linda York	
3	Donna York	Donna York	
4	Sunshine Hoskins	Sunshine Hoskins	
5	Tyrone Caldwell	Tyrone Caldwell	
6	Zola Nolan	Zola Nolan	
7	Martha Thompson	Martha Thompson	
8	Danny Thompson	Danny Thompson	
9	Alisha Wilson	Alisha Wilson	
10	Coburn Turner	Coburn Turner	
11	Phyllis Turner	Phyllis Turner	
12	Geneva Brock	Geneva Brock	
13	William Callahan	William Callahan	
14	Christa Summers	—	558 3151
15	Monica Caldwell	—	"
16	Anthony Bargo	Anthony Bargo	
17	Kara Burkhardt	Kara Burkhardt	
18	Judy Asher	Judy Asher	
19	Dylan Asher	Dylan Asher	
20	Tom Asher Jr.	Tom Asher Jr.	
21	Dusty Asher	Dusty Asher	
22	Jasmine Miller	Jasmine Miller	
23	Dalton Asher	Dalton Asher	
24	Frankie Asher	Frankie Asher	
25	Debra Hensley	Debra Hensley	
26	Kelly Bailey	Kelly Bailey	
27	Renee Asher	Renee Asher	
28	Candace Asher	Candace Asher	
29	Derek Asher	Derek Asher	
30	Samantha Asher	Samantha Asher	

**PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS
WATER DISTRICT BOARD AND CONSOLIDATING WITH
BLACK MOUNTAIN UTILITIES DISTRICT**

We the people of the Bledsoe and surrounding areas wish to have the Green Hills Water District board dissolved immediately due to lost faith in their ability to provide acceptable water service. We also wish to have the Green Hills Water District consolidated with Black Mountain Water District. These wishes come from failure to provide acceptable water service to the people of Bledsoe and surrounding areas.

	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	Gracie Day	GRACIE DAY	[REDACTED]
2	John Day	John DAY	
3	Bonnie Lewis	Bonnie Lewis	
4	Samantha Lewis	Samantha Lewis	
5	Darby Lewis	Darby Lewis	
6	Logan Clem	Logan Clem	
7	Paul Brock	Paul Brock	
8	Doris Turner	DORIS TURNER	
9	Tressie Turner	Tressie Turner	
10	Jimmy Turner	Jimmy Turner	
11	Johnny Harris	Johnny Harris	[REDACTED]
12	Melvin Harris	Melvin Harris	
13	Sylvia Napier	SYLVIA NAPIER	[REDACTED]
14	Kristopher Napier	Kristopher Napier	[REDACTED]
15	Bige Napier	Bige Napier	[REDACTED]
16	Byle Napier	Byle Napier	[REDACTED]
17	Angelique Napier	ANGELIQUE NAPIER	
18	John Bailey	John Bailey	[REDACTED]
19	John Bailey	John Bailey	[REDACTED]
20	Cary Bailey	Cary Bailey	
21	Natasha Hoskins	Natasha Hoskins	[REDACTED]
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PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS WATER DISTRICT BOARD AND CONSOLIDATING WITH BLACK MOUNTAIN UTILITIES DISTRICT

We the people of the Bledsoe and surrounding areas wish to have the Green Hills Water District board dissolved immediately due to lost faith in their ability to provide acceptable water service. We also wish to have the Green Hills Water District consolidated with Black Mountain Water District. These wishes come from failure to provide acceptable water service to the people of Bledsoe and surrounding areas.

	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	<i>James Baker</i>	JAMES BAKER	[REDACTED]
2	<i>Step Wilson</i>	Stephen Wilson	[REDACTED]
3	<i>Chris Ford</i>	Chris Ford	
4	<i>Steve Pruitt</i>	Steve Pruitt	
5	<i>Chris Pruitt</i>	Chris Pruitt	
6	<i>Doyle Burkhardt</i>	Doyle Burkhardt	
7	<i>Misty Turner</i> ←	Misty Turner	[REDACTED]
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**PETITION IN SUPPORT OF DISSOLVING THE GREEN HILLS
WATER DISTRICT BOARD AND CONSOLIDATING WITH
BLACK MOUNTAIN UTILITIES DISTRICT**

Page - 9

We the people of the Bledsoe and surrounding areas wish to have the Green Hills Water District board dissolved immediately due to lost faith in their ability to provide acceptable water service. We also wish to have the Green Hills Water District consolidated with Black Mountain Water District. These wishes come from failure to provide acceptable water service to the people of Bledsoe and surrounding areas.

	NAME-SIGNATURE	NAME-PRINTED	PHONE #-(OPTIONAL)
1	Jim Minard	Jim Minard	
2	Anne Pperson	Anne Pperson	
3	Oakley Chappell	Oakley Chappell	
4	Robin Hansel	Robin Hansel	
5	Jennifer Hansel	Jennifer Hansel	
6	Manda Jason Coots	Manda Jason Coots	
7	Natasha Daniels	Natasha Daniels	
8	Anthony Brown	Anthony Brown	
9	April Lewis	April Lewis	
10	Danny Lewis	Danny Lewis	
11	Earlene Rouse	Earlene Rouse	
12	Danielle Farley	Danielle Quentin Farley	
13	Sarah Hinkle	Sarah Hinkle	
14	Victor Turner	Victor Turner	
15	Harmon Fields	Harmon Fields	
16	J.C. Turner		
17	Chassy Colwell	Chassy Colwell	
18	John Colwell	John Colwell	
19	Donna Farley	Donna Farley	
20	Oscar Farley	Oscar Farley	
21	Taylor Whitaker	Taylor Whitaker	
22	Derrick Chapple	Derrick Chapple	
23	Frank Holcomb	Frank Holcomb	
24	Shirley Holcomb	Shirley Holcomb	
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APPENDIX 6

Green Hills Water District Board Meeting

Date: January 31, 2012

Time: 1:00 p.m.

Board Members Present: Ralph Turner, Clay Tolliver, Ronnie Cook

Employees Present: Obie York, Matt Napier, Sherri Turner

Others Present: Approximately 100 Community Members, Sid Douglas, Leo Miller,
Representative from Rand Pauls Office

Meeting Called to Order at 1:07 p.m.

Ralph Turner begin the meeting by addressing the water outage issue. He asked the crowd to be respectful and the board members would try to answer all of the questions to the best of their knowledge. He explained the maintenance issues Pineville Water Utility is going through at this time with their filtration system and that they are only allowing the GHWD to pump an amount of 3 hours per day. This amount is not sufficient to provide all customers with water. Pineville is giving the GHWD a 3 hour pumping period for the purpose to be able to allow the Green Hills Elementary School to remain in session.

The community members stated that they would like to see the school closed down until the water outage is over, due to they can not bath their children and would not be sending them to school without being bathed.

The Principal of Green Hills Elementary School, Darlene Brock addressed the crowd stating that she felt by keeping school going on a daily basis was helping the parents out, due to the children was being provided 2 hot meals a day plus bathroom facilities to use. She stated that the children must attend 175 days of school each year and if they were to close the school during this outage, it could possibly cause the children to have to remain in school up into June or later.

Some of the community members still expressed that they wanted the school to be closed and began to talk over Ms. Brock, so she sat down and gave them the floor.

Many of the community members stated that until their water was restored, they would not be paying their monthly water bill. The board members try to explain to them that they would only be charged for the water they actually used and that by not paying their bills would only put the GHWD under more financial stress.

Many of the members stated that they would like to hook back up to the water coming from the spring on Pine Mountain, but it is illegally impossible to do so due to nitrates, mercury and possible other chemicals coming from the spring

Leo Miller addressed the crowd explaining how the water lines coming across Pine Mountain would be installed and the amount of estimated time it would take to complete the project. He stated that the people on Little Shepherd Trail would finally have water running to their homes. He explained that this project had not been done in the past due to that the GHWD could not afford to pay the electricity bill for 4 more pump stations which it would have taken to put water up to Little Shepherd Trail. Mr. Miller stated that this

project is paid for. \$925,000 will be used that was acquired by a grant for the GHWD and over \$1,000,000 was going to be borrowed by the Fiscal Court to complete the project. Mr. Miller is going to contact the Public Service Commission and will be taking bids for this project at the beginning of February.

Sid Douglas addressed the crowd with the legal procedures that would have to be taken during the merge. He explained to the crowd that the board could not just do anything they wanted to help them, that there were legal procedures that had to be followed. He stated that he was involved when the GHWD was first established and his suggestion was to merge with Black Mountain. The crowd began to over talk Mr. Douglas and he sit down.

Ronnie Cook addressed the board chairman with motions to merge with Black Mountain Utility. A list of the motions is attached.

All motions were voted on and approved by all board members. Ronnie Cook made the motions, Ralph Turner seconded them and Clay Tolliver voted yes to each one.

Once the motions were passed, the crowd began to stand and move around the floor discussing the issues amongst themselves. The meeting begin to get out of hand and Ralph Turner told the crowd that they would be going into closed session as of that time and everyone began to leave.

The meeting was put on hold at 2:30 p.m.

The meeting was called back to order at 3:00 p.m.

Other business discussed was the weekend work by the GHWD employees. The board stated that they had hired Matthew Napier to help ease the load on Obie York. It was the boards understanding that Matthew would work 30 hours per weekend, but Matthew told the board members that he did not want to work every weekend and that it was his understanding that him and Obie would be rotating the weekend shifts. After discussing this issue, the board decided that Obie and Matthew would rotate shifts. They told them that a schedule would need to be drawn up for them to go by each month.

The board decided that Obie or Matthew would only get paid for 1 hour during the water outage to check pumps.

Obie addressed the board that his cell phone had torn up and he need to get it replaced. The board agreed for Sherri Turner to buy Obie a new cell phone, a minutes card and car charger.

The board discussed the customers that have more than one home hooked up to one meter pit. They have given customers the opportunity to come in and apply for an individual meter pit if they know they are hooked up with someone else. If customers do not come in and let the board know, the board plans to go home to home with a sheriffs deputy to test the water for chlorine to find out who is illegally hooked up.

They have offered customers a payment plan to have a meter pit installed if they can not afford the full amount of \$600.00.

Obie has a list of customers he is aware of that is illegally hooked up.

The board discussed the issue of where the work truck was to be parked each night. They stated to the employees that unless they are working, the truck is to be at this time remain parked at Matthew's house, due to all of the water that is stored in the shop. Once the water is removed from the shop, the truck will be parked in the shop nightly.

The board members told all employees to keep each one of them aware of any situation going on in the system at all times. They stated they had people contacting them with questions and they had no answers due to the lack of communication between themselves and the employees. The board wants to be made aware of pumping times or any problems that arise before it gets out to the public or the newspaper.

Sherri Turner discussed the monthly bills with the board. She stated that all of January's bills had been paid except for the garbage bill. She told the board members that she is going to begin in February separating the water and garbage money collected into two separate accounts, so that the garbage money does not get used for any of the GHWD monthly bills. She isn't sure she will collect enough water payments to pay all of the bills, but she is not going to use any garbage money to pay them with.

The board discussed and agreed to all that had been said and the meeting was adjourned at 4:00 p.m.

Green Hills Water District
Bledsoe, Kentucky

Motions For Monthly Meeting
January 31, 2012

Mr. Chairman I move that Green Hills Water District petition the Kentucky Public Service Commission to approve the Green Hills Water District consolidation with the Black Mountain Utility District.

I move Green Hills Water District enter into an agreement as soon as possible with Black Mountain Utility District for Black Mountain Utility District to temporarily operate the Green Hills Water system pending approval of the Districts consolidation by the Public Service Commission; Black Mountain Utility Districts operation shall include: supervision, hiring or terminating employees, operation and repair of the water system, collection of the water and garbage bills, payment of the monthly bills and Black Mountain Utility District shall keep a separate accounting for its temporary operation of the Green Hills Water System and make a monthly accounting report to the Green Hills Board pending the consolidation.

I move that chairman of the Green Hills Water District be authorized and directed to sign the necessary documents, agreements and applications to effect the consolidation of the Green Hills Water District with the Black Mountain Utility District and temporary operation of the Green Hills Water District.

I move that the Green Hills Water District plant manager and secretary submit to the board chairman within seven (7) days an inventory of all the personal property and assets of the District including customer list with locations, accounts receivable, copies of deeds, leases and any pending litigation.

In support of the above motions I move the Board adopts a resolution that an emergency situation currently exists in the Green Hills Water District that during the past six months approximately one half of the Districts 506 customers have been without water for 8 to 10 days and approximately one fourth of the customers have been without water for 14 to 15 days. The Green Hills Elementary School has been closed for 4 days due to being without water and that the District has not collected sufficient income to pay its monthly operating expenses, that the District does not have the man power or equipment to repair its water line causing excessive loss of water and the Board has received a Petition signed by 220 persons residing in the District that the two Districts be consolidated.

I move that included in the consolidation with Black Mountain Utility District there be an agreement that the monies granted and allocated to Green Hills Water District and Harlan County Fiscal Court/Green Hills Water District in Kentucky House Bills #410 and #608 be used exclusively for the project to extend water lines from Baxter, Kentucky to a Water Tower on the Crest of Pine Mountain and lines therefrom to the Little Shepherd

Trail and down the South Side of Pine Mountain to the Green Hills Water District lines.

APPENDIX 7

BOARD MEETING AGENDA

February 13, 2012

Old Business:

- Monthly bills
- Water projects update

New Business:

- Customer Complaints
 - Monthly Bills
 - Water Project Updates
 - The consolidation of Black Mountain Utility District and the Green Hills Water District and Temporary Operation of Green Hills Water District by Black Mountain Utility District
- *Executive Session

FOR BMUD BOARD meeting 2-13-12

Mr. Chairman I move that *BLACK MTN. UTILITY* District petition the Kentucky Public Service Commission to approve the Green Hills Water District consolidation with the Black Mountain Utility District.

I move *BLACK MTN. UTILITY* District enter into an agreement as soon as possible with *GREEN HILLS WATER* District for Black Mountain Utility District to temporarily operate the Green Hills Water system pending approval of the Districts consolidation by the Public Service Commission; Black Mountain Utility Districts operation shall include: supervision, hiring or terminating employees, operation and repair of the water system, collection of the water and garbage bills, payment of the monthly bills and Black Mountain Utility District shall keep a separate accounting for its temporary operation of the Green Hills Water System and make a monthly accounting report to the Green Hills Board pending the consolidation.

I move that chairman of the *BLACK MTN. UTILITY* District be authorized and directed to sign the necessary documents, agreements and applications to effect the consolidation of the Green Hills Water District with the Black Mountain Utility District and temporary operation of the Green Hills Water District.

I move that included in the consolidation with Black Mountain Utility District there be an agreement that the monies granted and allocated to Green Hills Water District and Harlan County Fiscal Court/Green Hills Water District in Kentucky House Bills #410 and #608 be used exclusively for the project to extend water lines from Baxter, Kentucky to a Water Tower on the Crest of Pine Mountain and lines therefrom to the Little Shepherd Trail and down the South Side of Pine Mountain to the Green Hills Water District lines.

APPENDIX 8



United States Department of Agriculture
Rural Development
London Area Office

February 16, 2012

Sidney B. Douglass
Counselor and Attorney at Law
117 South Second Street
Harlan, KY 40831

RE: Transfer of Green Hills Water District's Assets and Assumption
Of Indebtedness by Black Mountain Utility District

Dear Mr. Douglass:

This agency has been asked to acknowledge the proposed transaction between Green Hills Water District and Black Mountain Utility District as relates to the assumption of Green Hill's outstanding indebtedness and the transfer of Green Hill's water system assets to the Utility District. Rural Utilities Service is in full support of this endeavor taking place. The agency supports this because in our opinion Green Hill's water customers will benefit and be better served by the Utility District.

This office has been in close contact with all parties and informed them what is needed by the agency in order for the agency to concur with the purchase and assumption of Green Hill's debt. It is the agency's desire that this business be completed as expeditiously as possible.

If you have any questions, please contact Tom Partin at 606-864-2172 ext. 127.

Sincerely,

Barry R. Turner
Area Director

APPENDIX 9

PRESENT JOE GRIESHOP, JONATHAN POPE, BILL MOORE, DAVID KENNEDY,
JIM RODDY, DELZINNA BELCHER, CO ATT FRED BUSROE

MOTION DELZINNA BELCHER SECOND JONATHAN POPE
GIVE APPROVAL OF A RESOLUTION FOR HARLAN COUNTY FISCAL COURT TO
ENTER INTO AND FILE A RENEWAL APPLICATION TO THE DEPT OF LOCAL
GOVERNMENT FOR CUMBERLAND HOPE COMMUNITY(RECOVERY KENTUCKY)
PROJECT F/Y 2011 IN THE AMOUNT OF \$250,000, AUTHORIZE JUDGE EXECUTIVE
TO SIGN ANY AND ALL DOCUMENTS SUBJECT TO FINAL AUDIT

ALL YES

MOTION BILL MOORE SECOND JONATHAN POPE
TO APPROVE 2012 RURAL AND SECONDARY ROAD FUNDS PROJECT AS RECORDED

ALL YES

MOTION DAVID KENNEDY SECOND JIM RODDY
TO ADOPT A JOINT RESOLUTION OF LETCHER AND HARLAN COUNTY FISCAL
COURTS AUTHORIZING THE FILING OF A PROPOSAL/GRANT APPLICATION FOR
THE PINE MOUNTAIN WATER STUDY ON BEHALF OF THE COUNTIES FOR MULTI-
COUNTY COAL SEVERANCE MONIES UP TO \$125,000. AUTHORIZE JUDGE
EXECUTIVE TO SIGN ANY AND ALL DOCUMENTS.

ALL YES

✓ MOTION JONATHAN POPE SECOND BILL MOORE
REQUEST THE COURT PASS A RESOLUTION SUPPORTING THE CONSOLIDATION
OF THE GREEN HILLS WATER DISTRICTS AND THE BLACK MOUNTAIN UTILITY
DISTRICT AND THE APPLICATION BY THE TWO DISTRICTS TO THE KENTUCKY
PUBLIC SERVICE COMMISSION TO CONSOLIDATE PURSUANT TO KRS 74.361.

ALL YES

MOTION DAVID KENNEDY SECOND BILL MOORE
TO GIVE APPROVAL FOR AN INTERLOCAL AGREEMENT FOR THE MULTI-COUNTY
KENTUCKY MOUNTAIN TRAIL SYSTEM, AUTHORIZE JUDGE EXECUTIVE TO SIGN
ANY AND ALL DOCUMENTS,

ALL YES

REFLECT RECEIVING AMENDED 2012 BUDGET FROM HARLAN COUNTY CLERK'S
OFFICE

MOTION BILL MOORE SECOND DAVID KENNEDY
TO ACCEPT 2011 EXCESS FEES FROM THE HARLAN COUNTY CLERK'S OFFICE IN
THE AMOUNTS OF 29,000.00 AND 32,000.00 FOR THE TWO ADMINISTRATIONS
WANDA S. CLEM AND DONNA G. HOSKINS. SUBJECT TO AUDIT

ALL YES

MOTION JIM RODDY SECOND JONATHON POPE
TO ACCEPT THE BID FOR DIESEL FUEL/ GASOLINE FROM FUELCO.

ALL YES

MOTION BILL MOORE SECOND JONATHAN POPE
TO ACCEPT THE BID FOR AUTOPSY TRANSPORTATION FROM J&S FUNERAL
TRANSIT SERVICE

ALL YES

REFLECT THE FOLLOWING AS NOMINEES FOR THE VACANT CITIZEN MEMBER
SEAT FOR HARLAN COUNTY ON THE CUMBERLAND VALLEY AREA
DEVELOPMENT DISTRICT BOARD OF DIRECTORS: RALPH SOULEYRET JR., DOUG
BROCK, AND NICK ROUSE (RETROACTIVE TO FEBRUARY 7, 2012)

ALL YES