



Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, Kentucky 40602-0615
Telephone: (502) 564-3940
Fax: (502) 564-3460
psc.ky.gov

David L. Armstrong
Chairman

James W. Gardner
Vice Chairman

Daniel E. Logsdon Jr.
Commissioner

May 21, 2015

PARTIES OF RECORD

Re: Case No. 2014-00163
An Investigation of Existing and Future Service of Bullitt Utilities, Inc.

Attached is a copy of the first amendment to agreement between Bullitt Utilities, Inc. and Bullitt County Sanitation District executed on May 15, 2015.

These documents have been filed in the record of the above-referenced case. Any comments regarding this letter should be submitted to the Commission within five days of receipt of this letter. Any questions regarding this letter should be directed to Ann Ramser, Staff Attorney, at (502) 782-2585.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Derouen".

Jeff Derouen
Executive Director

ALR/ph
Attachment

DRAFT 050415

FIRST AMENDMENT TO AGREEMENT BETWEEN BULLITT COUNTY SANITATION DISTRICT AND BULLITT UTILITIES, INC.

Come the parties to the Agreement Between the Bullitt County Sanitation District and Bullitt Utilities, Inc. , dated November 11, 2014 (hereinafter "November 11, 2014 Agreement"), and hereby enter into this First Amendment to the November 11, 2014, Agreement on this the 15 day of May, 2015.

WHEREAS, Bullitt Utilities, Inc. ("Bullitt Utilities") is constructing a pump station and wet well, with associated equipment, to convey the sanitary sewage from the Hunters Hollow collection system to the Bullitt County Sanitation District ("BCSD") sanitary sewer system for treatment (hereinafter "Pump Station and Wet Well"), and BCSD has reviewed and approved the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is submitting to the Kentucky Division of Water (hereinafter "DOW") for review and approval the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is entering into a contract with Larry Clark Construction, Inc., for the construction of the Pump Station and Wet Well, and it will take approximately 60 to 90 days from the issuance of notice to proceed for the construction of the Pump Station and Wet Well to be completed.

WHEREAS, BCSD and Bullitt Utilities wish to enter into this First Amendment to the November 11, 2014, Agreement to address the BCSD's treatment of the sanitary sewage generated by the Hunters Hollow Collection system during the time period from May 4, 2015, until the completion of the construction of the Pump Station and Wet Well (hereinafter "Construction Time Period").

NOW THEREFORE, in consideration of the premises set forth herein, BCSD and Bullitt Utilities hereby agree to the following terms:

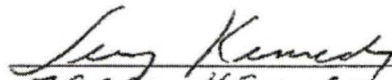
1. During the Construction Time Period, BCSD agrees to make any and all reasonable efforts to accept from the Hunters Hollow collection system, for treatment, up to 180,000 gallons per day of sanitary sewage. The amount of maximum peak day flow accepted shall be dependent upon performance of BCSD treatment facilities. BCSD shall have all authority to make adjustments to the pump rates from the Collection System, and Bullitt Utilities shall make any and all reasonable efforts to maintain the flow from the Hunters Hollow collection system at no more than 180,000 gallons per day.
2. Bullitt Utilities agrees to install two (2) recordable magnetic flow meters or recordable ultrasonic flow meters on its lines conveying the sanitary sewage to BCSD's sanitary sewage system, one for the flow diverted to Union Tool (divided between Plant Three and Willabrook), and one for the flow diverted to Pioneer Village. BCSD shall only be

responsible for the portion of the pipeline from these flow meters to BCSD's treatment plants.

3. Bullitt Utilities further agrees to install an alarm that will provide it with notice in the event the equipment pumping the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system is not working properly.
4. BCSD agrees that Bullitt Utilities is authorized to use its submersible pump and its self priming pump to pump the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system during the Construction Time Period. Bullitt Utilities agrees to complete the repair of its second self-priming pump and have it available for use as a replacement pump as soon as possible.
5. Bullitt Utilities agrees to construct the Pump Station and Wet Well in accordance with the plans and specifications, as previously approved by BCSD, subject to modifications required by the Kentucky Department of Environmental Protection. However, Bullitt Utilities may substitute recordable ultrasonic flow meters for the recordable magnetic flow meters.
6. Bullitt Utilities agrees to provide BCSD with a copy of the signed contract providing for the construction of the Pump Station and Wet Well, the Notice to Proceed and a copy of the down payment check. Bullitt Utilities further agrees to provide BCSD personnel reasonable access to its facilities in order to determine that the self priming pump and submersible pump are working properly.
7. Bullitt Utilities agrees to pay BCSD for treatment of the sanitary sewage from the Hunters Hollow collection system during the Construction Time Period and thereafter, an amount equal to eighty percent (80%) of Bullitt Utilities' gross revenue as of the execution of this First Amendment, excluding surcharge receipts, received by Bullitt Utilities from its customers per month. Bullitt Utilities shall request the Louisville Water Company to, if possible, pay this eighty percent (80%) of monthly gross revenue, excluding surcharge receipts, directly to BCSD. The payment to be made to BCSD shall be pro-rated based on the number of days per month BCSD accepts wastewater for treatment.
8. The provisions of the November 11, 2014, Agreement, that have not been modified by this First Amendment shall remain in full force and effect.

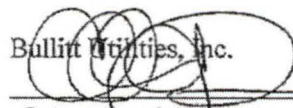
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bullitt County Sanitation District


JERRY KENNEDY MGR

Print name and title

Bullitt Utilities, Inc.


CHRISTOPHER G. COGAN, AS
Print name and title POWER OF ATTORNEY
FOR: CARROLL F. COGAN, PRESIDENT

*Bullitt Utilities, Inc. dba Hunters Hollow Sewer
1706 Bardstown Road
Louisville, KY 40205

*Carroll F Cogan
President
Bullitt Utilities, Inc. dba Hunters Hollow Sewer
P. O. Box 91588
Louisville, KY 40291

*Gregory T Dutton
Assistant Attorney General
Office of the Attorney General Utility & Rate
1024 Capital Center Drive
Suite 200
Frankfort, KENTUCKY 40601-8204

*Mark E Edison
176 Combs Court
Shepherdsville, KENTUCKY 40165

*Honorable Robert C Moore
Attorney At Law
Hazelrigg & Cox, LLP
415 West Main Street
P.O. Box 676
Frankfort, KENTUCKY 40602