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JUN 04 2015

PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF BULLITT UTILITIES, INC.)
FOR A CERTIFICATE OF CONVENIENCE AND) CASE NO 2014-00255
NECESSITY AND SURCHARGE FOR SAME)

**SECOND SUPPLEMENT TO ANSWERS OF BULLITT UTILITIES, INC.,
TO COMMISSION STAFF'S FIRST INFORMATION REQUESTS**

Comes Bullitt Utilities, Inc. ("Bullitt Utilities"), and for its Second Supplement to
Answers to Commission Staff's First Information Requests, states as follows¹:

Information Request No. 5: At pages 9-10 of the Amended Application, Bullitt
Utilities explains that it has obtained loans to pay the extraordinary cost incurred to respond to
the failure of the Hunters Hollow treatment plant and that it will be required to borrow additional
funds.

a. Provide a copy of the loan agreement, and include a copy of the amortization
schedule that includes the entire life of the loan. The amortization schedule should include the
payment amounts, principal retirements, interest payments, interest rates, and outstanding annual
balances.

ANSWER: Bullitt Utilities entered to the following promissory notes to obtain loans to
pay the extraordinary costs incurred to respond to the failure of the Hunters Hollow WWTP:

a. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC,
on April 21, 2014, in the amount of \$32,000. The promissory note is to be paid by no later than

¹The additional information is in bold type face to facilitate the review of same.

April 21, 2015;

b. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on April 25, 2014, in the amount of \$5,000. The promissory note is to be paid by no later than April 25, 2015;

c. Promissory note executed by Bullitt Utilities in favor of Tigers and Rockets, LLC, on May 28, 2014, in the amount of \$70,000. The promissory note is to be paid by no later than May 28, 2015;

d. Promissory note executed by Bullitt Utilities in favor of Tigers and Rockets, LLC, on May 20 2014, in the amount of \$130,000. The promissory note is to be paid by no later than May 20, 2015;

e. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on July 11, 2014, in the amount of \$11,000. The promissory note is to be paid by no later than July 11, 2015;

f. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on August 14, 2014, in the amount of \$25,000. The promissory note is to be paid by no later than August 14, 2015;

g. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on August 28, 2014, in the amount of \$20,000. The promissory note is to be paid by no later than August 28, 2015;

h. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on September 23, 2014, in the amount of \$25,000. The promissory note is to be paid by no later than September 23, 2015;

i. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on October 10, 2014, in the amount of \$18,000. The promissory note is to be paid by no later than October 10, 2015;

j. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on December 19, 2014, in the amount of \$6,000. The promissory note is to be paid by no later than December 19, 2015; and,

k. Promissory note executed by Bullitt Utilities in favor of Tigers and Rockets, LLC, on January 16, 2015, in the amount of \$60,000. The promissory note is to be paid by no later than January 16, 2016.

See Attachment A.

l. Promissory note executed by Bullitt Utilities in favor of Doris M. Cogan on October 14, 2014, in the amount of \$155,000. The promissory note is to be paid by no later than October 14, 2015.

m. Promissory note executed by Bullitt Utilities in favor of CFA Sunnyview, LLC, on March 27, 2015, in the amount of \$3,500. The promissory note is to be paid by no later than March 27, 2016.

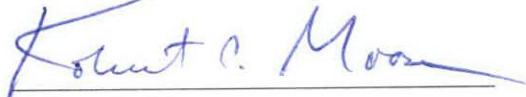
n. Promissory note executed by Bullitt Utilities in favor of Doris M. Cogan on March 17, 2015, in the amount of \$20,000. The promissory note is to be paid by no later than March 17, 2016.

o. Promissory note executed by Bullitt Utilities in favor of Doris M. Cogan on April 3, 2015, in the amount of \$10,000. The promissory note is to be paid by no later than April 3, 2016.

p. Promissory note executed by Bullitt Utilities in favor of Doris M. Cogan on April 21, 2015, in the amount of \$100,000. The promissory note is to be paid by no later than April 21, 2016.

See Attachment B

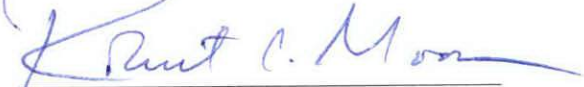
Respectfully submitted,



Robert C. Moore
HAZELRIGG & COX, LLP
415 West Main Street, 1st Floor
P. O. Box 676
Frankfort, Kentucky 40602-0676
(502) 227-2271

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served by hand delivery on Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602 and United States Mail to Gregory T. Dutton and Jennifer Black Hans, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204, on this the 4th day of June, 2015.



Robert C. Moore

B ATTACHMENT

PROMISSORY NOTE

THE UNDERSIGNED, ("Maker") as of the 14th day of October, 2014 promises to pay to the order of Doris M. Cogan, whose mailing address is: 1800 2nd Street, Suite 892, Sarasota, Florida 34236, the principal sum of One Hundred Fifty Five Thousand Dollars (\$155,000.00) together with interest according to the following terms and conditions:

- a.) The Interest shall be a fixed rate of Eighteen Percent (18%) per annum
- b.) Interest on this note, as established above, shall be paid in arrears in one balloon payment together with principal. The balloon payment shall be paid at or before the Closing (the "Maturity Date") of the sale of the Wastewater Treatment Plant and sewer collection system known as Hunters Hollow located in Bullitt County, Kentucky, hereinafter referred to as the Collateral Property or by October 14, 2015, whichever comes first.
- c.) The Holder of this Note may at any time at Holder's sole discretion take whatever steps are necessary to record this Note in the records of the appropriate Clerk of the Court having jurisdiction over the Collateral and/or this Promissory Note. Holder may also attach this Note as a lien against the Collateral and/or all of the assets of the Maker.
- d.) The Maker of this Note has the right to prepay the principal together with any and all unpaid interest at any time prior to the maturity date without penalty.
- e.) This Note shall be governed by the laws of the State of Kentucky.

IN WITNESS WHEREOF, Maker has executed and delivered this instrument this day and year first written above and intends to be legally bound hereby.

BULLITT UTILITIES, INC

By: _____

CHRISTOPHER G COGAN

Signed: AS, POWER OF ATTORNEY

As Its FOR, CARROLL F. COGAN,

ITS PRESIDENT

PROMISSORY NOTE

THE UNDERSIGNED, ("Maker") as of the 27th day of March, 2015 promises to pay to the order of CFA Sunnyview, LLC., a Kentucky Limited Liability Company, (the "Holder"), whose mailing address is: 1800 2nd Street, Suite 892, Sarasota, Florida 34236, the principal sum of Three Thousand Five Hundred Dollars (\$3,500.00) together with interest according to the following terms and conditions:

- a.) The Interest shall be a fixed rate of Eighteen Percent (18%) per annum
- b.) Interest on this note, as established above, shall be paid in arrears in one balloon payment together with principal. The balloon payment shall be paid at or before the Closing (the "Maturity Date") of the sale of the Wastewater Treatment Plant and sewer collection system known as Hunters Hollow located in Bullitt County, Kentucky, hereinafter referred to as the Collateral Property or by March 27, 2016, whichever comes first.
- c.) The Holder of this Note may at any time at Holder's sole discretion take whatever steps are necessary to record this Note in the records of the appropriate Clerk of the Court having jurisdiction over the Collateral and/or this Promissory Note. Holder may also attach this Note as a lien against the Collateral and/or all of the assets of the Maker.
- d.) The Maker of this Note has the right to prepay the principal together with any and all unpaid interest at any time prior to the maturity date without penalty.
- e.) This Note shall be governed by the laws of the State of Kentucky.

IN WITNESS WHEREOF, Maker has executed and delivered this instrument this day and year first written above and intends to be legally bound hereby.

BULLITT INDUSTRIES, INC

By: 

CHRISTOPHER E. COBAN

AS POWER OF ATTORNEY

Signed: FOR, CARROLL F. COBAN

As Its PRESIDENT

PROMISSORY NOTE

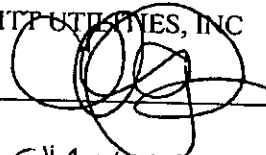
THE UNDERSIGNED, ("Maker") as of the 17th day of March, 2015 promises to pay to the order of Doris M. Cogan, whose mailing address is: 1800 2nd Street, Suite 892, Sarasota, Florida 34236, the principal sum of Twenty Thousand Dollars (\$20,000.00) together with interest according to the following terms and conditions:

- a.) The Interest shall be a fixed rate of Eighteen Percent (18%) per annum
- b.) Interest on this note, as established above, shall be paid in arrears in one balloon payment together with principal. The balloon payment shall be paid at or before the Closing (the "Maturity Date") of the sale of the Wastewater Treatment Plant and sewer collection system known as Hunters Hollow located in Bullitt County, Kentucky, hereinafter referred to as the Collateral Property or by March 17, 2016, whichever comes first.
- c.) The Holder of this Note may at any time at Holder's sole discretion take whatever steps are necessary to record this Note in the records of the appropriate Clerk of the Court having jurisdiction over the Collateral and/or this Promissory Note. Holder may also attach this Note as a lien against the Collateral and/or all of the assets of the Maker.
- d.) The Maker of this Note has the right to prepay the principal together with any and all unpaid interest at any time prior to the maturity date without penalty.
- e.) This Note shall be governed by the laws of the State of Kentucky.

IN WITNESS WHEREOF, Maker has executed and delivered this instrument this day and year first written above and intends to be legally bound hereby.

BULLITT UTILITIES, INC

By: _____


CHRISTOPHER G. COGAN

Signed: AS POWER OF ATTORNEY

As Its FOR CARROL F. COGAN,
PRESIDENT

PROMISSORY NOTE

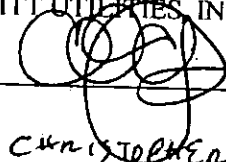
THE UNDERSIGNED, ("Maker") as of the 3rd day of April, 2015 promises to pay to the order of Doris M. Cogan, whose mailing address is: 1800 2nd Street, Suite 892, Sarasota, Florida 34236, the principal sum of Ten Thousand Dollars (\$10,000.00) together with interest according to the following terms and conditions:

- a.) The Interest shall be a fixed rate of Eighteen Percent (18%) per annum
- b.) Interest on this note, as established above, shall be paid in arrears in one balloon payment together with principal. The balloon payment shall be paid at or before the Closing (the "Maturity Date") of the sale of the Wastewater Treatment Plant and sewer collection system known as Hunters Hollow located in Bullitt County, Kentucky, hereinafter referred to as the Collateral Property or by April 3, 2016, whichever comes first.
- c.) The Holder of this Note may at any time at Holder's sole discretion take whatever steps are necessary to record this Note in the records of the appropriate Clerk of the Court having jurisdiction over the Collateral and/or this Promissory Note. Holder may also attach this Note as a lien against the Collateral and/or all of the assets of the Maker.
- d.) The Maker of this Note has the right to prepay the principal together with any and all unpaid interest at any time prior to the maturity date without penalty.
- e.) This Note shall be governed by the laws of the State of Kentucky.

IN WITNESS WHEREOF, Maker has executed and delivered this instrument this day and year first written above and intends to be legally bound hereby.

BULLITT UTILITIES, INC

By: _____



CHRISTOPHER G. COGAN

Signed: _____

AS: POWER OF ATTORNEY

As Its _____

FOR: CAROL F. COGAN
ETS, PRESIDENT

PROMISSORY NOTE

THE UNDERSIGNED, ("Maker") as of the 21st day of April, 2015 promises to pay to the order of Doris M. Cogan, whose mailing address is: 1800 2nd Street, Suite 892, Sarasota, Florida 34236, the principal sum of One Hundred Thousand Dollars (\$100,000.00) together with interest according to the following terms and conditions:

- a.) The Interest shall be a fixed rate of Eighteen Percent (18%) per annum
- b.) Interest on this note, as established above, shall be paid in arrears in one balloon payment together with principal. The balloon payment shall be paid at or before the Closing (the "Maturity Date") of the sale of the Wastewater Treatment Plant and sewer collection system known as Hunters Hollow located in Bullitt County, Kentucky, hereinafter referred to as the Collateral Property or by April 21, 2016, whichever comes first.
- c.) The Holder of this Note may at any time at Holder's sole discretion take whatever steps are necessary to record this Note in the records of the appropriate Clerk of the Court having jurisdiction over the Collateral and/or this Promissory Note. Holder may also attach this Note as a lien against the Collateral and/or all of the assets of the Maker.
- d.) The Maker of this Note has the right to prepay the principal together with any and all unpaid interest at any time prior to the maturity date without penalty.
- e.) This Note shall be governed by the laws of the State of Kentucky.

IN WITNESS WHEREOF, Maker has executed and delivered this instrument this day and year first written above and intends to be legally bound hereby.

BULLITT UTILITIES, INC

By: _____

CHRISTOPHER G. COGAN

Signed: AS POWER OF ATTORNEY

As Its FOR CARROLL F. COGAN
PRESIDENT