

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

OCT 25 2016

PUBLIC SERVICE
COMMISSION

In the Matter of:

AIRVIEW UTILITIES, LLC'S NOTICE OF
SURRENDER AND ABANDONMENT OF
UTILITY PROPERTY

CASE NO. 2016-00207

**AIRVIEW UTILITIES, LLC'S ANSWERS
TO POST-HEARING DATA REQUESTS**

Comes Airview Utilities, LLC ("Airview"), by counsel, and for its Answers to the Post-Hearing Data Requests, states as follows:

POST-HEARING DATA REQUEST NO. 1: Provide copies of the invoices of Hazelrigg & Cox, LLP for 2012 and 2013.

ANSWER: See Attachment A, which contains copies of the invoices issued for January, February, March, May, June, July, August, September, October, and November of 2012, and the invoices issued for January, February, March, April, May, June, July, August, September, October, November, and December of 2013. Airview was unable to locate the invoices issued for April and December of 2012.

POST HEARING DATA REQUEST NO. 2: Please provide information concerning the loans made by Brocklyn Utilities, Coolbrook Utilities and Covered Bridge Utilities, if any, to Airview Utilities. This information should include the amount of each loan made by these entities, the dates the loans were made, whether any payments have been received on the loans, etc.

ANSWER: See Attachment B. Additionally, Covered Bridge Utilities has not made any loans to Airview.

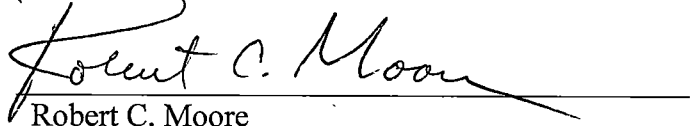
POST-HEARING DATA REQUEST NO. 3: Please provide a list of the property to be abandoned by Airview Utilities, with title documents, where available.

ANSWER: Airview is abandoning its leasehold interest in the property where the Airview WWTP is located, the Airview WWTP and related equipment, including aeration tank, effluent pump, the settling tank, the chlorine contact tank and the dechlorination equipment, the remote lift station, pumps and control panel, the collection system, cash on hand and accounts receivables. See Also Attachment C.

POST-HEARING DATA REQUEST NO. 4: Please provide the date of Engineer Carrico's visit to the Airview WWTP site and the date Mr. Carrico forwarded report to Airview.

ANSWER: Mr. Carrico visited the Airview WWTP site on December 10, 2015. The cover letter to Mr. Carrico's report is dated March 19, 2014. This is believed to be a typographical error, since he did not visit the Airview WWTP until long after that date. It is believed that the date on Mr. Carrico's cover letter should have been March 19, 2016.

Respectfully submitted,

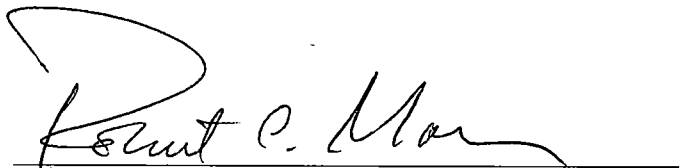


Robert C. Moore
Katie M. Glass
STITES & HARBISON PLLC
421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
Telephone: (502) 223-3477
Email: rmoore@stites.com
Email: kglass@stites.com
COUNSEL FOR AIRVIEW UTILITIES, LLC

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Answers to Post-Hearing Data Requests were served by electronic mail, on this 25th day of October, 2016 upon:

Angela M. Goad
angela.goad@ky.gov
S. Morgan Faulkner
Samantha.faulkner@ky.gov
Rebecca W. Goodman
Rebecca.goodman@ky.gov
Assistant Attorneys General
1024 Capital Center Drive, Suite 200
Frankfort, KY 40601-8204



Robert C. Moore

ATTACHMENT A

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

January 10, 2012

Previous balance

Amount
\$4,710.28

Balance due

\$4,710.28

RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

February 03, 2012

Previous balance

Amount

\$4,710.28

Balance due

\$4,710.28

RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

March 06, 2012

Invoice # 23100

Professional Services

	<u>Hours</u>	<u>Amount</u>
2/17/2012 Review correspondence from EPA	0.20	30.00
2/27/2012 Review correspondence from L. Smither and respond to same	0.15	22.50
For professional services rendered	0.35	\$52.50
Previous balance		\$4,710.28
Balance due		<u>\$4,762.78</u>

RCM

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.35	150.00	\$52.50

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

May 03, 2012

Previous balance

Amount

\$4,972.78

Balance due

\$4,972.78

RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

June 05, 2012

Invoice # 23449

Professional Services

	<u>Hours</u>	<u>Amount</u>
5/8/2012 Telephone conference with D. Wilson	0.10	15.00
5/9/2012 Review correspondence from D. Wilson Correspondence to L. Smither and M. Cogan	0.10	15.00
For professional services rendered	<u>0.20</u>	<u>\$30.00</u>
Previous balance		\$4,972.78
5/30/2012 Payment - thank you. Check No. 2222		(\$100.00)
Total payments and adjustments		<u>(\$100.00)</u>
Balance due		<u><u>\$4,902.78</u></u>

RCM

Timekeeper Summary		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Name</u>				
Robert C. Moore		0.20	150.00	\$30.00

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

July 06, 2012

Invoice # 23619

Professional Services

	<u>Hours</u>	<u>Amount</u>
6/25/2012 Review correspondence from L. Smither and respond to same	0.15	22.50
6/26/2012 Correspondence to S. Porter Telephone conference with L. Smither Telephone conference with	0.20	30.00
For professional services rendered	<u>0.35</u>	<u>\$52.50</u>
Previous balance		\$4,902.78
Balance due		<u><u>\$4,955.28</u></u>

RCM

<u>Name</u>	<u>Timekeeper Summary</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.35	150.00	\$52.50

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

August 07, 2012

Invoice # 23723

Professional Services

	<u>Hours</u>	<u>Amount</u>
7/6/2012 Telephone conference with L. Smither re MSD lots Telephone conference with Preston Pendley Review correspondence from L. Smither and respond to same Correspondence to L. Smither re USEPA CAFO	1.15	172.50
7/24/2012 Review file Correspondence to L. Smither and M. Cogan re CAFO	0.10	15.00
7/25/2012 Telephone conference with L. Smither Call to V. Poole with USEPA Call to D. Wilson re collectiions Telephone conference with D. Wilson Correspondence to L. Smither	0.40	60.00
For professional services rendered	1.65	\$247.50
Previous balance		\$4,955.28
Balance due		\$5,202.78

RCM

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	1.65	150.00	\$247.50

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

2019.76

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

September 10, 2012

Invoice # 23807

Professional Services

	<u>Hours</u>	<u>Amount</u>
8/2/2012 Telephone conference with B. Haskell at USEPA Telephone conference with L. Smither	0.10	15.00
8/8/2012 Telephone conference with L. Wood re CAFO	0.10	15.00
8/15/2012 Telephone conferences with L. Smither Telephone conference with V. Poole	0.20	30.00
8/21/2012 Correspondence to V. Poole	0.10	15.00
8/28/2012 Review correspondence from L. Smither	0.05	7.50
For professional services rendered	<u>0.55</u>	<u>\$82.50</u>
Previous balance		\$5,202.78
8/13/2012 Payment - thank you. Check No. 2265		(\$200.00)
Total payments and adjustments		<u>(\$200.00)</u>
Balance due		<u><u>\$5,085.28</u></u>

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.55	150.00	\$82.50

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

October 08, 2012

Invoice # 23900

Professional Services

	<u>Hours</u>	<u>Amount</u>
9/10/2012 Review correspondence from V. Poole Review CAFO Telephone conference with C. Falconer Correspondence to L. Smither and M. Cogan	0.50	75.00
For professional services rendered	<u>0.50</u>	<u>\$75.00</u>
Previous balance		\$5,085.28
Balance due		<u><u>\$5,160.28</u></u>

RCM

<u>Name</u>	<u>Timekeeper Summary</u>		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore			0.50	150.00	\$75.00

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

November.06, 2012

Invoice # 24045

Professional Services

	<u>Hours</u>	<u>Amount</u>
10/3/2012 Telephone conference with C. Roth Review Monticello case Correspondence to D. Cleveland Correspondence to L. Smither and M. Cogan	0.50	75.00
10/15/2012 Telephone conference with L. Smither	0.20	30.00
10/17/2012 Correspondence to L. Smither and M. Cogan	0.10	15.00
10/23/2012 Telephone conference with C. Bryan and DD Shaw Correspondence to L. Smither and M. Cogan Correspondence to J. Jeffries with HCWD No. Two	0.65	97.50
For professional services rendered	<u>1.45</u>	<u>\$217.50</u>
Previous balance		\$5,160.28
Balance due		<u><u>\$5,377.78</u></u>

RCM

<u>Name</u>	Timekeeper Summary		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	1.45	150.00	\$217.50

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

January 10, 2013

	<u>Amount</u>
Previous balance	\$5,445.28
12/18/2012 Payment - thank you. Check No. 777080	(\$300.00)
Total payments and adjustments	(\$300.00)
Balance due	<u>\$5,145.28</u>

RCM

WE ACCEPT VISA AND MASTERCARD

*1-14-13
CE# 2367
pay \$ 300.00*

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

February 08, 2013

Invoice # 24289

Professional Services

	<u>Hours</u>	<u>Amount</u>
1/11/2013 Correspondence to J. Jeffries with Hardin Water District No. 2 Correspondence to D. Shaw with City of Etown	0.25	37.50
For professional services rendered	<u>0.25</u>	<u>\$37.50</u>
Previous balance		\$5,145.28
1/18/2013 Payment - thank you. Check No. 2364		(\$300.00)
Total payments and adjustments		<u>(\$300.00)</u>
Balance due		<u><u>\$4,882.78</u></u>

RCM

Timekeeper Summary		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<u>Name</u>	<u>Robert C. Moore</u>	0.25	150.00	\$37.50

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

March 07, 2013

Previous balance

Amount

\$4,882.78

Balance due

\$4,882.78

RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

April 09, 2013

	<u>Amount</u>
Previous balance	\$4,882.78
3/29/2013 Payment - thank you. Check No. 2407	<u>(\$250.00)</u>
Total payments and adjustments	(\$250.00)
Balance due	<u>\$4,632.78</u>

RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM

May 08, 2013

Invoice # 24653

Professional Services

	<u>Hours</u>	<u>Amount</u>
4/11/2013 Conference with DOW personnel and L. Smither re Airview	0.10	15.00
4/29/2013 Telephone conference with Division of Water re 201 plan for Airview Correspondence to D.Shaw	0.20	30.00
For professional services rendered	<u>0.30</u>	<u>\$45.00</u>
Previous balance		\$4,632.78
4/22/2013 Payment - thank you. Check No. 2425		(\$250.00)
Total payments and adjustments		<u>(\$250.00)</u>
Balance due		<u><u>\$4,427.78</u></u>

RCM

<u>Name</u>	Timekeeper Summary		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.30	150.00	\$45.00

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

June 11, 2013

Invoice # 24768

Professional Services

	<u>Hours</u>	<u>Amount</u>
5/16/2013 Conference with DD Shaw, C. Bryan and L. Smither re Airview	3.65	547.50
5/17/2013 Telephone conference with D. Talley Correspondence to D. Talley	0.70	105.00
For professional services rendered	<u>4.35</u>	<u>\$652.50</u>
Additional Charges :		
5/16/2013 Service Fee - Mileage		72.00
Total costs		<u>\$72.00</u>
Total amount of this bill		<u>\$724.50</u>
Previous balance		\$4,427.78
5/13/2013 Payment - thank you. Check No. 2454		(<u>\$250.00</u>)
Total payments and adjustments		(<u>\$250.00</u>)
Balance due		<u><u>\$4,902.28</u></u>

RCM

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

July 05, 2013

Invoice # 24853

Professional Services

	<u>Hours</u>	<u>Amount</u>
6/21/2013 Telephone conference with D. Talley	0.10	15.00
6/25/2013 Telephone conference with L. Smither	0.10	15.00
For professional services rendered	<u>0.20</u>	<u>\$30.00</u>
Previous balance		\$4,902.28
Balance due		<u>\$4,932.28</u>

RCM

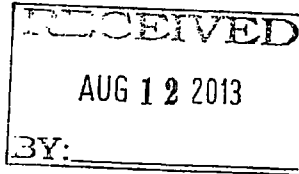
Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.20	150.00	\$30.00

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM



August 07, 2013

Invoice # 24918

Professional Services

7/30/2013 Correspondence to D. Talley
 Correspondence to DD Shaw

For professional services rendered

Previous balance

Balance due

Hours	Amount
0.10	15.00
0.10	\$15.00
	\$4,932.28
	\$4,947.28

*\$400.00 partial
 8-19-13
 CK# 2516*

RCM

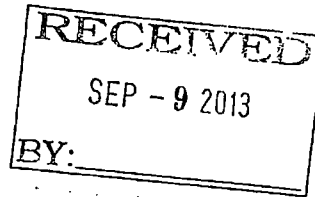
Timekeeper Summary

Name	Hours	Rate	Amount
Robert C. Moore	0.10	150.00	\$15.00

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
 415 W. Main Street
 P. O. Box 676
 Frankfort, KY 40602

Invoice submitted to:
 Marty Cogan
 Airview Utilities, LLC
 P. O. Box 91588
 Louisville, KY 40291
 RCM



September 05, 2013

Invoice # 24971

Professional Services

	<u>Hours</u>	<u>Amount</u>
8/5/2013 Review correspondence from D. Talley and respond to same	0.10	15.00
8/6/2013 Review correspondence from D. Talley Correspondence to L. Smither and M. Cogan	0.10	15.00
For professional services rendered	<u>0.20</u>	<u>\$30.00</u>
Previous balance		\$4,947.28
8/19/2013 Payment - thank you. Check No. 2516		(\$400.00)
8/19/2013 Payment - thank you. Check No. 2497		(\$200.00)
Total payments and adjustments		<u>(\$600.00)</u>
Balance due		<u><u>\$4,377.28</u></u>

RCM

Timekeeper Summary

<u>Name</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Robert C. Moore	0.20	150.00	\$30.00

WE ACCEPT VISA AND MASTERCARD

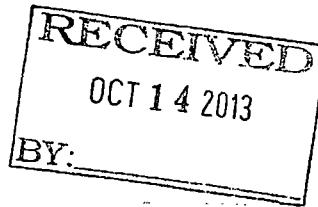
Pay 200.00

*CL # 2547
 \$200.00
 10-2-13*

*CL # 2531
 9-11-13*

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM



October 09, 2013

	<u>Amount</u>
Previous balance	\$4,377.28
9/18/2013 Payment - thank you. Check No. 2531	<u>(\$200.00)</u>
Total payments and adjustments	(\$200.00)
Balance due	<u><u>\$4,177.28</u></u>

Pd ch 2547 10/2/13 - 200.00

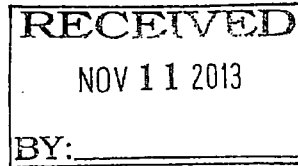
WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
P. O. Box 676
Frankfort, KY 40602

Invoice submitted to:
Marty Cogan
Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

November 06, 2013

	<u>Amount</u>
Previous balance	\$4,177.28
10/16/2013 Payment - thank you. Check No. 2547	(\$200.00)
Total payments and adjustments	(\$200.00)
Balance due	<u>\$3,977.28</u>



RCM

WE ACCEPT VISA AND MASTERCARD

Hazelrigg & Cox, LLP
415 W. Main Street
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Invoice submitted to:
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Airview Utilities, LLC
P. O. Box 91588
Louisville, KY 40291
RCM

December 04, 2013

Previous balance

Amount

\$3,977.28

Balance due

\$3,977.28

RCM

WE ACCEPT VISA AND MASTERCARD

ATTACHMENT B

Loans made to Airview Utilities

From Brocklyn Utilities

03/29/10	300.00
04/16/10	1,000.00
05/25/10	400.00
07/08/11	500.00
07/12/11	500.00
05/19/14	1,000.00
03/15/16	750.00
06/07/16	500.00
	<hr/>
	4,950.00

From Coolbrook Utilities

11/18/08	2,019.22
06/04/09	3,515.00
07/30/09	500.00
05/19/10	400.00
05/25/10	-400.00 Airview pd
05/25/10	-300.00 Airview pd
06/25/12	-200.00 Airview pd
09/03/14	142.40
08/22/14	-429.67 Airview pd
01/06/15	624.52
01/07/15	-624.52 Airview pd
03/20/15	287.27
06/03/15	-400.00 Airview pd
	<hr/>
	5,134.22

ATTACHMENT C

Skeeters, Bennett and Wilson

Attorneys at Law

Donald Skeeters
R. Terry Bennett
David T. Wilson II
Michael A. Pike
Jeremy S. Aldridge

550 W. Lincoln Trail Blvd.
Radcliff, Kentucky 40160
www.sbw-law.com

Tel: (270) 351-4404
Fax: (270) 352-4626
Real Estate Dept:
Tel: (270) 352-4406
Fax: (270) 352-4421

DEC 12 2005

December 5, 2005

Hazelrigg & Cox, LLP
Attorneys at Law
415 West Main Street
Frankfort, Kentucky 40602
Attn: Mr. Robert C. Moore

RE: FINAL TITLE OPINION on property identified as
Airview Estates Wastewater Treatment Plant, North Dixie
Highway, Elizabethtown, Kentucky

Dear Mr. Moore:

This is to certify that I have made a personal examination of all properly indexed public records affecting the hereinafter described property covering a period beginning October 3, 2005 through October 12, 2005, at 8:00 a.m. The legal description of the subject property is as follows:

Beginning at an iron pin, the above mentioned corner to Howard J. Pipes; thence N 25 41 36 E 248.27 feet to a point; thence S 45 01 12 E 424.69 feet to an iron pin; thence S 44 58 48 W 269.20 feet to a point; thence N 51 36 42 W 332.36 feet to a point; thence N 35 15 14 E 74.09 feet to the point of beginning, containing 2.5 acres.

Being a portion of the same property conveyed to James T. Jones and Berniece R. Jones, husband and wife, an undivided one-half interest, and Fred H. Schlatter and Ruby Schlatter, husband and wife, an undivided one-half interest, by Deed dated April 26, 1971, of record in Deed Book 232, page 241, and being a portion of the same property conveyed to Fred H. Schlatter and Ruby Schlatter, husband and wife, by Quitclaim Deed dated March 1, 1978, of record in Deed Book 337, page 185, in the Office of the Hardin County Court Clerk.

I find title to said property to be vested in Fred H. Schlatter and Ruby Schlatter, husband and wife, as joint tenants with rights of survivorship, subject to the following:

1. MORTGAGES, DEEDS OF TRUST OR VENDOR'S LIENS:

There are no mortgages of record in the Office aforesaid.



Local Lawyers

Solving Problems

2. TAXES AND SPECIAL ASSESSMENTS:

The 2004 Hardin County property taxes were paid on November 24, 2004, in the amount of \$28.30. (Tax Bill #474)

This property is not located within the city limits.

The 2005 property taxes became a lien on said property on January 1, 2005, but are not yet due and payable. According to the Property Valuation Administrator 's Office, the assessed taxable value of said property is \$4,000.00. (Map ID #200-10-01-270)

3. EASEMENTS AND RESTRICTIVE COVENANTS OF RECORD:

None.

4. COAL, OIL, GAS OR OTHER MINERAL RIGHTS HERETOFORE DEEDED, CONVEYED, EXCEPTED, RESERVED OR LEASED:

None.

5. OTHER OBJECTIONS AND DEFECTS:

There is excepted any and all mechanic 's and materialmen 's liens that may have been created pursuant to KRS 376.010, et seq., even though not perfected by the filing of any lien statement.

This property originated as a larger tract of land from which numerous sell-offs have been made. Therefore, exception is taken to any encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by a personal inspection and/or an accurate surveyor inspection of the premises; unrecorded rights of any party in actual possession of any portion of the subject property; any unrecorded easement(s) and public or private rights of way; any oil, gas or mineral right(s) heretofore reserved or conveyed; and to any lien(s) upon fixtures arising under the Uniform Commercial Code.

Exception is taken to the rights of persons who may be in possession of the premises who are not owners of record.

This title does not cover federal, civil, or bankruptcy proceedings and exception is taken thereto.

Subject to any EPA or environmental condition which may create a liability to past, present, or future owners, or which may result in a lien or encumbrance on the property under federal, state, and local laws or regulations. Although no lien or notice has been filed with the County Clerk 's Office at this time, I can express no opinion as to the environmental condition of the property. If this is an area of concern, a separate examination should be obtained.

Subject to any state of facts constituting a lien, which may be revealed by a personal inspection and/or accurate survey of the subject property, any and all easements for utilities and roadways on, under, above, or across the subject property, whether implied or of record, any applicable restrictive covenants of record, all public roads and streets, and any applicable provisions of the planning and zoning laws, restrictions, ordinances or governmental regulations of appropriate jurisdiction restricting, regulating or prohibiting the occupancy, use, or enjoyment of the land or regulating the character, dimension or location of any improvement now or hereafter erected on the land or prohibiting a separation of ownership or reduction in the dimensions of the land or the effect of any violation of any such law, ordinance, or governmental regulation is hereby excepted. Except as set forth herein, no opinion is expressed by the undersigned as to assignments, if any, of any leases, liens, mortgages or other encumbrances appearing in this opinion and any and all liability is expressly disclaimed as a result of such assignments of same.

Exception is taken to any Kentucky Inheritance Taxes and/or federal estate taxes owed or allegedly owed and/or any liens asserted as a result of the death of any person in the chain of title including the record title holder(s) of the subject property.

This title is not a mineral title opinion. The undersigned does not make an opinion as to the state of the title concerning coal, oil, gas, or other minerals in and under the subject property. Any mention of any leases in this opinion is informational only and no opinion is expressed as to the effect thereof.

Exception is taken to any forgeries, alterations, false statements, or unauthorized acts affecting the aforesaid public records. Exception is further taken to any illegitimate offspring not reflected in the public records who may be an heir.

Exception is taken to any liens or rights to liens for service, labor or materials furnished either before or after the date of this title opinion, but which are not reflected in the aforesaid public records.

Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate surveyor inspection of the premises; unrecorded rights of any party in actual possession of any portion of the subject property; any unrecorded easement(s) and public or private rights of way; any oil, gas or mineral right(s) heretofore reserved or conveyed; and to any lien(s) upon fixtures arising under the Uniform Commercial Code.

This conveyance is subject to all applicable zoning and subdivision regulations.

The information contained herein should not be used for due diligence inquiry under CERCLA or other federal or state environmental legislation.

This title opinion letter is furnished for the benefit of Airview Utilities.

The limit of our liability under this title opinion letter is \$4,000.00.

Sincerely,



SKEETERS, BENNETT & WILSON

jem

Map #200-10-01-270

RE: Airview Estates Wastewater Treatment Plant/Hardin Co.

ASSETS PURCHASE AGREEMENT

This is an Assets Purchase Agreement ("Agreement") dated as of the ____ day of December, 2004, by and between Airview Estates, Inc., 10411 Forest Garden Lane, Louisville, Kentucky 40223, (hereinafter called the "Seller"), and Elizabethtown Utilities, LLC, 1706 Bardstown Road, Louisville, Kentucky 40205-1212, (hereinafter called the "Buyer").

RECITALS

WHEREAS, the Seller owns and operates certain wastewater collection, conveyance and treatment facilities (the "Wastewater System"), serving land located in or adjacent to property known as Airview Estates Subdivision in Hardin County, Kentucky. The Wastewater System includes a 50,000 gallon per day wastewater treatment plant and associated sanitary sewers, pumping stations, force mains and sewer easements.

WHEREAS, the Seller desires to sell and the Buyer desires to purchase the Wastewater System in accordance with and subject to the provisions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

SECTION I PURCHASE AND SALE

Section 1.1 Sale of Assets. The Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase from Seller the following assets (the "Assets");

(a) Property. The Airview Estates wastewater treatment plant and associated sanitary sewers, pumping stations, force mains, equipment, and sewer easements owned by Seller upon which the wastewater treatment plant is located in Hardin County, Kentucky, serving land located in or adjacent to the property known as Airview Estates Subdivision in Hardin County, Kentucky.

(b) Records. Copies of all records of the Seller relating to the ownership, operation, maintenance and design of the Wastewater System, including but not limited to sewer maps, construction plans and drainage plans that may exist.

(c) Governmental Approvals. Any KPDES discharge permit issued to Airview Estates, Inc., by the Kentucky Department for Environmental Protection, Division of Water, and as amended from time to time, and all other existing approvals, certificates of public convenience and necessity, permits, licenses, orders, tariffs, and similar rights obtained from governments and governmental agencies to the extent Seller's interest therein is transferrable and related to the ownership or operation of the Wastewater System.

Section 1.2 Assumption of Liabilities by Elizabethtown Utilities, LLC. Buyer does not assume,

agree to perform or discharge, or otherwise have any responsibility for, any liabilities or contractual obligations of the Seller arising prior to the Closing Date. Except as specifically stated herein, the Seller agrees to retain and satisfy or discharge in full, all liabilities existing on the Closing Date or arising out of the operation of the Wastewater System prior to the Closing Date including but not limited to the Agreed Order entered into by the Seller in Environmental and Public Protection Cabinet vs. Airview Estates, Inc.; Administrative File No. DOW-32651-037 and any and all liabilities arising from the use, disposal, handling, presence or discharge of pollutant(s), toxic substance(s), hazardous waste(s), hazardous material(s), hazardous substance(s), or oil as defined by or in federal, Kentucky or local environmental law, regulation, ordinance or rule, whether existing as of the date hereof, previously enforced, or subsequently enacted.

Section 1.3 Terms and Conditions of Sale.

(a) The purchase price to be paid by Buyer to Seller for the assets described in Section 1.1 above shall be One Dollar (\$1.00). The parties further agree:

~~(i) Any applicable property tax and Public Service Commission Assessments due and payable for 2004 and/or 2005 shall be pro-rated as of the date of closing. Buyer shall pay any sales tax due on the sale of the assets to it.~~

SECTION II CLOSING

Section 2.1. Closing. The purchase and sale (the "Closing") provided for in this Agreement will take place at the offices of Hazelrigg & Cox, LLP within thirty (30) days after the receipt of approval by the Kentucky Public Service Commission of the Buyer's purchase of the subject assets from Seller.

Section 2.2. Closing Obligations. At the Closing:

(a) Seller will deliver to Buyer:

(i) a Bill of Sale documenting the sale to BUYER of the wastewater treatment plant and associated sanitary sewers, pumping stations, force mains, equipment and sewer easements.

(ii) a Lease Agreement and Memorandum of Lease Agreement reflecting the lease of the Wastewater System Treatment Plant Site located in Hardin County, Kentucky, to Buyer. For a term of 50 years. Said Lease Agreement and Memorandum of Lease Agreement shall be in the form reflected in Exhibit A.

(iii) copies of correspondence forwarded to the appropriate government agencies requesting the transfer to Buyer of all permits, licenses, orders, tariffs and other similar rights.

(iv) a resolution of the Seller authorizing the Seller to enter into this Agreement.

(b) Buyer will deliver to Seller:

(i) Payment of One Dollar (\$1.00);

(ii) the resolution of the Buyer authorizing the Buyer to enter into and to perform this Agreement.

SECTION III REPRESENTATIONS AND WARRANTIES OF THE SELLER

Section 3.01. Organization and Authority. The Seller is a Kentucky for-profit corporation. Seller states that all reports required to be filed with the Kentucky Secretary of State have been filed, and no articles of dissolution have been filed with the Kentucky Secretary of State. The execution and delivery by Seller of this Assets Purchase Agreement, as well as the documents described herein will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has the absolute authority to execute and deliver these documents and to perform its obligations under same.

Section 3.02. Books and Records. The books and records concerning the design, operation, maintenance, and repair of the Wastewater System have been made available to the Buyer.

Section 3.03. No Undisclosed Liabilities. Seller is not aware of any Company liabilities or obligations of any nature (whether known or unknown and whether absolute, accrued, contingent, or otherwise) except for current liabilities incurred in the Ordinary Course of Business which are known to Buyer and any liabilities arising out of the Agreed Order entered into by the Seller in Environmental and Public Protection Cabinet vs. Airview Estates, Inc.; Administrative File No. DOW-32651-037.

Section 3.04. Disclosure. No representation or warranty of Seller in this Agreement omits a material fact necessary to make the statements herein accurate.

Section 3.05. Brokers or Finders. Seller and his agents have incurred no obligation or liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

SECTION IV REPRESENTATIONS AND WARRANTIES OF THE BUYER

The Buyer represents and warrants to Seller as follows:

Section 4.01. Approval of Purchase and Authorization, Execution and Delivery of this Agreement. The Buyer has been duly authorized to undertake and fulfill by all necessary action the execution of this Assets Purchase Agreement, and the execution of same constitutes a valid and binding obligation of the Buyer in accordance with its terms.

Section 4.02. Brokers or Finders. The Buyer and its agents have incurred no obligation or

liability, contingent or otherwise, for brokerage or finders' fees or agents' commissions or other similar payment in connection with this Agreement.

ARTICLE V COVENANTS OF SELLER

Section 5.01. Access and Investigation. Between the date hereof and the Closing Date, Seller will (a) afford the Buyer and its Representatives (collectively, "The Buyer's Advisors") full and free access to the Seller's personnel, properties (including subsurface testing), contracts, books and records, and other documents and data, concerning the operation, maintenance and repair of the Wastewater System.

Section 5.02. Operation of the Businesses of the Company. Between the date hereof and the Closing Date, Seller will:

- (a) conduct its business only in the Ordinary Course of Business;
- (b) use its Best Efforts to maintain the relations and good will with suppliers, customers, landlords, creditors, employees, agents, and others with whom it has business relationships;
- (c) confer with the Buyer concerning operational matters of a material nature; and
- (d) promptly notify the Buyer in writing if Seller becomes aware of any fact or condition that causes or constitutes a Breach of any of Seller's representations and warranties as of the date of this Agreement.

Section 5.03. Required Approvals. As promptly as practicable after the date hereof, Seller will make or assist in the submission of all filings required in order to consummate the sale of the Wastewater System to the Buyer. Between the date hereof and the Closing Date, Seller will, cooperate with the Buyer with respect to all filings that the Buyer elects to make in connection with the purchase of the Wastewater System and to obtain any necessary consent(s) to complete this transaction.

Section 5.05. Indemnification. SELLER will indemnify and hold harmless BUYER, and will pay to BUYER the amount of any damages, including but not limited to incidental and consequential damages, expenses of investigation, defense, court costs and reasonable attorneys fees, whether or not involving a third-party claim, arising directly or indirectly, from or in connection with (a) any breach of any covenant, obligation, representation or warranty made by SELLER, or (c) any liability for claims or causes of action resulting from SELLERS' actions or conduct occurring prior to the date of Closing.

ARTICLE VI COVENANTS OF THE BUYER

Section 6.01. Approvals of Governmental Bodies. As promptly as practicable after the date of this Agreement, the Buyer will make all filings required to consummate the purchase of the Wastewater

System, and will cooperate in the preparation and filing of the Joint Application necessary to obtain the Public Service Commission's approval of said purchase.

Section 6.02. Best Efforts. Between the date of this Agreement and the Closing Date, the Buyer will use its Best Efforts to cause the conditions set forth herein to be satisfied, and to obtain the consents necessary to consummate the transaction contemplated herein.

ARTICLE VII TERMINATION

Section 7.01. Termination Event. This Agreement may, by notice given prior to or at the Closing, be terminated:

(a) by either the Buyer or Seller if a material Breach of any provision of this Agreement has been committed by the other party and such Breach has not been waived.

(b) by mutual consent of the Buyer and Seller; or

(c) by either the Buyer or Seller if the Closing has not occurred (other than through the failure of any party seeking to terminate this Agreement to comply fully with its obligations under this Agreement) on or before or such later date as the parties may agree upon; or

(d) by either party should additional information disclosed after execution of this Agreement, by way of document review, disclosure, or any other means, have a material and adverse affect on the terms of this Agreement.

The unimpaired right to pursue all legal and equitable remedies available to the parties shall survive such termination.

SECTION VIII GENERAL PROVISIONS

~~X Section 8.01. Expenses. Each party will bear its own expenses regarding the preparation and closing of this Agreement.~~

Section 8.02. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of service if served personally on the party to whom notice is to be given, (b) on the day after delivery to a nationally recognized overnight courier service, or the Express Mail service maintained by the United States Postal Service, or (c) on the fifth (5th) day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, and addressed as follows:

If to Seller, to:

Fred Schlatter

Airview Estates, Inc.
10411 Forest Garden Lane
Louisville, Kentucky 40223

If to the Buyer, to:

Martin Cogan
1706 Bardstown Road
Louisville, Kentucky 40205

Any party may change its address for the purpose of this Section 8.02 by giving the other party written notice of its new address in the manner set forth above.

Section 8.03. Headings The article, section and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement

Section 8.04. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement, and, in the event of an ambiguity, or, a question of intent or a need for interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

Section 8.05. Severability. If any provision of this Agreement is declared by any court or other governmental body to be null, void, or unenforceable, this Agreement shall be construed so that the provision at issue shall survive to the extent it is not so declared and that all of the other provisions of this Agreement shall remain in full force and effect.

Section 8.06. Entire Agreement. This Agreement contains the entire understanding between the parties to this Agreement with respect to the transactions contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to those transactions. All exhibits to this Agreement are expressly made a part of this Agreement as fully as though completely set forth herein.

Section 8.07. Amendments; Waivers. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by the parties to this Agreement, or in the case of a waiver, by the party waiving compliance.

Section 8.08. Governing Law, Jurisdiction. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Kentucky (without giving effect to the principles of conflicts of laws thereof). The parties to this Agreement irrevocably agree and consent to the jurisdiction of the courts of the Commonwealth of Kentucky for the adjudication of any matters arising under or in connection with this Agreement.

Section 8.09. Survival of Representations and Warranties. All representations, warranties and

covenants by any party to this Agreement contained in this Agreement or in any certificate or other instrument delivered by or on behalf of any party pursuant to this Agreement shall be continuous and shall survive the closing.

Section 8.10. Counter Parts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall together constitute the same instrument.

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement effected as of the date first above written.

'SELLER'

AIRVIEW ESTATES, INC.

By: 

Date and Title: FRS

"BUYER"

ELIZABETHTOWN UTILITIES, INC.

By: 

Date and Title: Partum 1/7/2005

ADDENDUM TO ASSETS PURCHASE AGREEMENT

This is an Addendum to the Assets Purchase Agreement entered into by and between Airview Estates, Inc., 10411 Forest Garden Lane, Louisville, Kentucky 40223, (hereinafter called the "Seller"), and Airview Utilities, LLC, (formerly known as "Elizabethtown Utilities, LLC"), 1706 Bardstown Road, Louisville, Kentucky 40205-1212, (hereinafter called the "Buyer").

RECITALS

WHEREAS, the parties entered into an Assets Purchase Agreement ("Agreement") on or about January 7, 2005, whereby the Seller agreed to sell and convey to Buyer the assets of the Airview Estates Wastewater Treatment Plant located in Elizabethtown, Hardin County, Kentucky.

WHEREAS, the Buyer and the Seller wish to enter into this Addendum to Assets Purchase Agreement in order to more clearly set forth the terms of said agreement as to certain items.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by the parties, and in consideration of the mutual covenants and agreements contained in this Agreement, and intending to be legally bound, the parties hereto agree as follows:

1) The Seller hereby agrees that the assets to be sold and conveyed to the Buyer pursuant to the above described Agreement include the items specifically described in said Agreement and the following assets:

a) All accounts, cash and cash equivalents and investment accounts owned or held by Seller will be transferred to Buyer after the date of closing, specifically including but not limited to Customer Receivables made up of payments by customers of Seller for services provided by Seller;


b) Any and all monies, funds or fees received as the result of the surcharge authorized by the Public Service Commission owned or held by Seller will be transferred to Buyer, including but not limited to monies, funds or fees received after the date of closing, within ten (10) days after Seller's receipt of same; and,

c) The remaining terms of the Agreement shall remain in full force and effect.

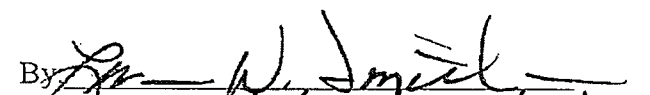
This Addendum agreed to by and between the parties on this the 4th day of October, 2005.

IN WITNESS WHEREOF, the parties to this Addendum have executed this Addendum as of the date first above written.

SELLER
AIRVIEW ESTATES, INC.

By: 
Date & Title: 10-4-05

BUYER
AIRVIEW UTILITIES, LLC
(f/k/a ELIZABETHTOWN UTILITIES, LLC)

By: 
Date & Title: 10/4/05 Member

October 4, 2005

Natural Resources and Environmental
and Environmental Protection Cabinet
Department for Environmental Protection
Division of Water
14 Reilly Road
Frankfort, Kentucky 40601

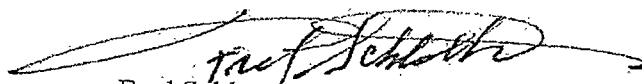
RE: KPDES NO. KY 00453904
Airview Estates Subdivision

Dear Sir/Madam:

Please be advised that the above-referenced KPDES permit was issued to the Airview Estates Wastewater Treatment Plant. Please be advised that on Tuesday, October 4, 2005, the Airview Estates Wastewater Treatment Plant was conveyed to Airview Utilities, LLC pursuant to the Order of the Kentucky Public Service Commission. Accordingly, please transfer the above-referenced KPDES permit to Airview Utilities, LLC.

Thank you for your assistance in this matter and please feel free to call me if you have any questions concerning same.

Yours truly,


Fred Schlatter

c: Linda Wood
Airview Utilities, LLC
Robert C. Moore