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PUBLIC SERVICE  
COMMISSION

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

JOINT APPLICATION OF	)	
LONGVIEW LAND COMPANY, LLC, AND	)	
AND LH TREATMENT COMPANY, LLC	)	Case No. 2017- <u>00137</u>
FOR APPROVAL OF THE TRANSFER OF	)	
WASTEWATER TREATMENT PLANT TO	)	
LH TREATMENT COMPANY, LLC	)	

**JOINT APPLICATION FOR APPROVAL OF TRANSFER**

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Pursuant to KRS 278.020(7), Longview Land Company, LLC, and LH Treatment Company, LLC, hereby submit to the Public Service Commission of Kentucky (“Commission”) this application for the transfer of the Wastewater Treatment Plant and collection system serving the Longview Subdivision in Scott County, Kentucky, to LH Treatment Company, LLC in accordance with the Membership Units Purchase Agreement executed by the Joint Applicants, a copy of which is attached hereto as Exhibit A. In support of their application, Longview Land Company, LLC, and LH Treatment Company, LLC, state the following.

1. Longview Land Company, LLC, Inc., the Seller under the Agreement, is a Kentucky Limited Liability Company is in good standing, with its principal place of business at 2021 Longview Drive, Georgetown, Kentucky 40324. A copy of the Articles of Organization of Longview Land Company, LLC, is attached hereto as Exhibit B. Longview Land Company, LLC, is subject to Commission jurisdiction under KRS 278.010(3)(f). William R. Pulliam III is a member of Longview Land Company, LLC, and has been duly authorized to execute this joint

application on behalf of the company.

2. LH Treatment Company, LLC, is the purchaser under the Membership Units Purchase Agreement, and its address is 134 Prater Drive, Georgetown, Kentucky 40324. LH Treatment Company, LLC, is a Kentucky Limited Liability Company in good standing. A copy of the Articles of Organization of LH Treatment Company, LLC, is attached hereto as Exhibit C. LH Treatment Company, LLC, is a private utility subject to Commission jurisdiction under KRS 278.010(3)(f). William R. Pulliam III, a member of LH Treatment Company, LLC, is duly authorized to execute this Joint Application on behalf of the limited liability company.

3. The sewer system owned by Longview Land Company, LLC serves approximately 285 single family residences in Longview and Homestead subdivisions, the Scott County owned fire station at the front of Homestead, and a 16-unit apartment building owned by Longview Golf Course.

4. Under the Agreement, Longview Land Company, LLC will sell to LH Treatment Company, LLC all of the assets making up the wastewater treatment plant and the collection system currently serving the Longview Subdivision located in Scott County, Kentucky. The assets purchased by LH Treatment Company, LLC, are described more fully in the Membership Units Purchase Agreement, but include the Longview Subdivision wastewater treatment plant, the wastewater collection system, force main, easements, and the real property upon which the wastewater treatment plant is located.

LH Treatment Company, LLC, will have the obligation to provide utility services in connection with the operation of the sewer business after the closing. The closing under the Agreement will occur within thirty (30) days after receipt of the approval of this Application for

Transfer by the Public Service Commission.

5. The Longview Subdivision wastewater treatment plant is an above grade package sewage treatment plant. It was constructed from 1971 to 1975 to serve Longview and eventually overhauled and expanded in 1990 to include Homestead Subdivision and the development areas for the future. It currently serves approximately 285 single family residences in Longview and Homestead subdivisions, the Scott County owned fire station at the front of Homestead, and a 16-unit apartment building owned by Longview Golf Course. The design treatment capacity of the Longview Subdivision wastewater treatment plant is 100,000 gallons per day and the current average is approximately 40,000 gallons per day. The treated effluent is discharged into man-made lakes and eventually into Elkhorn Creek in Western Scott County.

6. LH Treatment Company, LLC, has the requisite financial, technical and managerial ability to operate the subject wastewater treatment plant and collection system and to provide reasonable service to the wastewater customers of LH Treatment Company, LLC. LH Treatment Company, LLC, has the necessary technical ability to operate the subject wastewater treatment plant.

Joe Arnold, with licenses of Wastewater Class 2 and Collections Class 2, and Kevin Hammond are managing and handling the day-to-day operations and reporting for the wastewater treatment plant. Mr. Arnold has vast experience with Georgetown Municipal Water & Sewer Services (GMWSS) and retired on Jan 1, 2017, after 30 years of service. Mr. Arnold has been working for Longview Land Company LLC since 2001 in the same capacity as he would continue for LH Treatment Company LLC. A copy of his resume is attached as Exhibit D. Kevin Hammond has overseen and managed operations since 1999 when Longview Land Company LLC started operating. Mr. Hammond is now one of the owners and will continue as co-manager of the

day-to-day operations. A copy of Mr. Arnold's current Kentucky wastewater treatment operator's license is attached as Exhibit E.

The public interest will be served by the continued oversight of both Mr. Arnold and Mr. Hammond as they will serve in the same management and capacity each has held for over 15 years each. The only change for this application will be the ownership purchase by LH Treatment Company LLC as the former partners of Longview Land Company LLC wanted to sell.

7. The proposed transfer of the assets of the Longview Subdivision Wastewater Treatment Plant by Longview Land Company, LLC, to LH Treatment Company, LLC, will be accomplished in accordance with law, for a proper purpose and, consistent with the public interest: (a) On or before closing, LH Treatment Company, LLC, will have all necessary permits for the operation of the Longview Subdivision Wastewater Treatment System. (b) The public interest would be served by the transfer of the sewer business to LH Treatment Company, LLC, as it has the technical expertise to operate the system in accordance with the requirements of the Kentucky Public Service Commission and the Kentucky Division of Water. As stated in Paragraph 6 above, LH Treatment Company, LLC, has the requisite ability to provide adequate sewer services to the residents of the Longview Subdivision in Scott County consistent with the public interest.

8. LH Treatment Company, LLC, will file a Notice of Adoption as described in 807 KAR 5:011. (See Exhibit F).

9. The journal entry of LH Treatment Company, LLC recording the transfer of the subject wastewater treatment plant will be provided.

WHEREFORE, the undersigned Joint Applicants respectfully request the Public Service

Commission to issue an Order finding that LH Treatment Company, LLC, has the financial, technical, and managerial abilities to provide reasonable service to the wastewater customers of the Longview Subdivision Wastewater Treatment System; that the proposed transaction is in accordance with law, is for a proper purpose, and is consistent with the public interest; and that the proposed transfer of the sewer business by Longview Land Company, LLC, to LH Treatment Company, LLC, is authorized and approved.

Respectfully submitted,

Longview Land Company, LLC

William R. Pulliam III  
William R. Pulliam III, Member  
Date: 3-15-17

LH Treatment Company, LLC

William R. Pulliam III  
William R. Pulliam III, Member  
Date: 3-15-17

STATE OF KENTUCKY )  
 )  
COUNTY OF Franklin )

Signed and sworn to before me by William R. Pulliam, as Member of Longview Land Company, LLC, this the 15<sup>th</sup> day of March, 2017.

My commission expires: 8/1/17

Tygan McClark #492845  
Notary Public

STATE OF KENTUCKY )  
 )  
COUNTY OF FRANKLIN )

Signed and sworn to before me by William R. Pulliam, as a Member of LH Treatment Company, LLC, this the 15<sup>th</sup> day of March, 2017.

My commission expires: 8/1/17

Tygan McClark #492845  
Notary Public

STATE OF KENTUCKY )  
 )  
COUNTY OF Franklin )

Signed and sworn to before me by William R. Pulliam, as Member of Longview Land Company, LLC, this the 15<sup>th</sup> day of March, 2017.

My commission expires: 8/1/17

Tiffany M Clark #492845  
Notary Public


STATE OF KENTUCKY )  
 )  
COUNTY OF FRANKLIN )

Signed and sworn to before me by William R. Pulliam, as a Member of LH Treatment Company, LLC, this the 15<sup>th</sup> day of March, 2017.

My commission expires: 8/1/17

Tiffany M Clark #492845  
Notary Public

This instrument prepared by:

  
\_\_\_\_\_  
Bryan C. Hix  
McNamara & Jones  
315 High Street  
Frankfort, Kentucky 40601  
502.875.8808  
[bhix@mjlawky.com](mailto:bhix@mjlawky.com)  
Attorney for LH Treatment Company, LLC

**LONGVIEW LAND COMPANY, LLC  
MEMBERSHIP UNITS PURCHASE AGREEMENT**

This Membership Unit Purchase Agreement (this "Agreement") is entered into as of this 23rd day of August, 2016 (the "Effective Date"), by and between (i) **THE ESTATE OF WILLIAM R. PULLIAM II** (the "Estate") by and through **WILLIAM R. PULLIAM III** and **DARA GLASS** in their fiduciary capacities as Co-Executors of the Estate under the Last Will and Testament of **William R. Pulliam II**, 104 Buena Vista Drive, Frankfort, Kentucky 40601, **JAMES A. DONALDSON**, an individual resident of Kentucky ("Donaldson"), **MARTHA E. LOMBARDO**, an individual resident of Kentucky ("Lombardo"), **ASHLEY E. REID** (formerly **ASHLEY E. ADAMS**), an individual resident of Kentucky ("Reid"), and **CHRISTOPHER E. ADAMS**, an individual resident of Kentucky ("Adams") (collectively, Estate, Donaldson, Lombardo, and Reid, and Adams are the "Sellers"), (ii) **LH TREATMENT COMPANY, LLC**, a Kentucky limited liability company ("Buyer"), of 134 Prater Drive, Georgetown, Kentucky 40324, and (iii) **LONGVIEW LAND COMPANY, LLC**, a Kentucky limited liability company, of 2021 Longview Drive, Georgetown, Kentucky 40324 (the "Company").

WHEREAS, the Company owns and operates a wastewater treatment business that operates in Scott County, Kentucky (the "Business");

WHEREAS, Sellers are the members holding all of the membership units of the Company;

WHEREAS, immediately prior to the transaction contemplated by this Agreement, the Sellers owned the following respective percentages of the Membership Units in the Company: Estate (33.3333330%); Donaldson (31.255280%); Lombardo (14.0078060%); Reid (10.6666665%); and Adams (10.6666665%);

WHEREAS, **Kevid D. Hammond**, an individual resident of Kentucky, is the sole member of the Buyer ("Hammond");

WHEREAS, Hammond has been intimately involved in operations of the Company and its Business for many years and, therefore, is intimately familiar with the Company, its Business, and any associated liabilities or the risk thereof;

WHEREAS, Sellers desire to sell, and Buyer desires to purchase, all of the membership units in Company (the "Membership Units") on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the Company joins this Agreement for the purpose of disclaiming and waiving any right it may have had in redeeming the Membership Units from the Sellers by way of a right of first refusal, or otherwise, and to expressly approve this Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations, warranties and agreements herein contained, the parties agree as follows:

Membership Unit Purchase Agreement  
Longview Land Company, LLC  
August 23, 2016  
Page 1 of 6



1. **Purchase of Membership Units.** In accordance with the terms and conditions of this Agreement, the parties hereby agree that at Closing (as defined below) Sellers shall convey, transfer, assign and deliver to Buyer, free and clear of all liens, encumbrances, equities and claims of any nature whatsoever, and Buyer shall acquire and accept, all of the Membership Units in Company upon payment by Buyer of the purchase price of One Dollar (\$1.00) (the "Purchase Price"), which shall be payable at Closing in cash by wire transfer to an account designated by Sellers.

2. **Allocation.** The parties shall allocate the full Purchase Price above (plus any liabilities treated as assumed for U.S. federal income tax purposes) to purchase of the Membership Units and shall report such allocation consistently to the Internal Revenue Service. The parties covenant that neither of them will take any position on its tax returns inconsistent with this Section 2.

3. **All Liabilities Assumed.** Given Hammond's intimate knowledge of the Company, its Business, and any associated liabilities or the risk thereof, Company and Buyer shall assume and be obligated to pay, perform or otherwise discharge any debts, obligations or liabilities of the Company and of Sellers as the same relates to the Company or its Business, as of the Closing.

4. **Management Matters.** As of the Closing Date, none of the Sellers shall have any position (by way of example, and not limitation, as an employee, contractor, agent, officer, manager, executive, member, or otherwise) with the Company.

5. **Conditions to Closing.**

(a) **Sellers' Conditions to Closing.** The obligations of Sellers under this Agreement are subject to the fulfillment prior to or at the time of Closing of the following conditions:

(i) Each of the representations and warranties of Buyer contained in this Agreement shall be accurate as of the time of Closing, and Buyer shall have performed all covenants and agreements required to be performed by Buyer and shall not be in default under any of the provisions of this Agreement;

(ii) Buyer shall have paid Sellers the Purchase Price in accordance with the terms and conditions of Section 1 above.

(b) **Buyer's Conditions to Closing.** The obligations of Buyer under this Agreement are subject to the fulfillment prior to or at the time of Closing of the following conditions:

(i) Sellers shall have performed all covenants and agreements required to be performed by Sellers and shall not be in default under any of the provisions of this Agreement.

(ii) Sellers shall have transferred, by an executed Assignment of Membership Units, all of the Membership Units in the Company to the Buyer as of the time of Closing.

**6. Closing; Closing Date.**

(a) After all conditions to Closing have been met, and in accordance with Section 1 above, the consummation of the sale hereunder (the "Closing") shall take place on or before August 24, 2016 (the "Closing Date") at such place as may be mutually agreed by Buyer and Sellers.

(b) At the Closing, upon receipt of the Purchase Price from Buyer, Sellers shall deliver to Buyer an executed Assignment of Membership Units evidencing the transfer of the Membership Units in form and substance reasonably satisfactory to the Company.

**7. Representations and Warranties.**

(a) Sellers and Company Representations and Warranties. Given Hammond's intimate knowledge of the Company, its Business, and any associated liabilities or the risk thereof, Sellers and Company make no representations or warranties to Buyer.

(b) Buyer Representations and Warranties. Buyer represents and warrants to Sellers as follows:

(i) This Agreement is a valid and binding obligation of Buyer, enforceable in accordance with its terms, and Buyer has the power and authority to execute and deliver this Agreement and to consummate the purchase of the Membership Units contemplated herein.

(ii) No authorization, approval or consent of any court, governmental body or other third party is or will be necessary in order to make the execution and delivery of this Agreement or the consummation of the transaction contemplated herein legally enforceable against Buyer; and

(iii) Neither the execution nor delivery of this Agreement, nor the consummation of the transaction contemplated herein will violate any provision of any agreement or instrument to which Buyer is a party.

(iv) No finder, broker, agent or other intermediary has acted for or on behalf of the Buyer in connection with the negotiation or consummation of the transactions contemplated hereby, and no fee will be payable by the Seller or the Company to any such person in connection with such transactions.

(c) The representations and warranties of Sellers, Company and Buyer herein shall survive Closing.

8. **Tax Consequences.** Each party agrees that neither Buyer nor Sellers has made any warranty or representation regarding the tax consequences of the transaction contemplated by this Agreement.

9. **Indemnification by Buyer.**

(a) From the Closing Date and until the date one (1) year after the Closing Date, Buyer and Company shall indemnify and hold harmless Sellers and their respective members, officers, directors, employees, agents, advisors and representatives (collectively, the "Sellers Indemnitees") for, from and against all demands, suits, claims, actions or causes of action, assessments, losses, damages, liabilities, costs, judgments and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, disbursements and expenses, and reasonable attorneys' fees, disbursements and expenses, imposed on, or incurred by Sellers Indemnitees, based upon, arising out of, asserted against or resulting from, directly or indirectly, (i) the inaccuracy or untruth of any or the representations or warranties made by Buyer pursuant to this Agreement or in any Exhibit or Schedule to this Agreement or in any certificate, document or instrument executed and delivered by Buyer in connection with this Agreement; (ii) the breach by Buyer or the failure of Buyer to perform, observe or comply with any covenants or agreements made by Buyer in this Agreement or in any Exhibit or Schedule to this Agreement; (iii) the operation of the Business or Buyer's ownership, operation or use of the Company's assets following the Closing Date; or (iv) any action, suit, proceeding, investigation, assessment or judgment incident to any of the foregoing.

(b) Any party entitled to receive indemnification under this Section (the "Indemnified Party") agrees to give prompt written notice (the "Claim Notice") to the party or parties required to provide such indemnification (the "Indemnifying Parties"), at the address set forth in the introduction to this Agreement, upon the occurrence of any indemnifiable loss or the assertion of any claim or the commencement of any action or proceeding in respect of which such a loss may reasonably be expected to occur.

(c) Notwithstanding the one (1) year limitation on the indemnification obligations under Section 9(a), if Buyer receives a Claim Notice from Sellers Indemnitees with respect to a bona fide claim for indemnification under Section 9(b) prior to the expiration of such one (1) year period, the indemnification obligations under Section 9(b) with respect to the matters identified in such Claim Notice shall not expire until such indemnification obligations are settled pursuant to a fully executed written agreement or become subject to a final judgment.

10. **Post-Closing and Further Assurances.** After the Closing, the parties agree to: (a) furnish upon request to each other such further information; (b) execute and deliver to each other such other documents and customer records; and (c) do such other acts and things, all as another party may reasonably request for the purpose of carrying out the intent of this Agreement.

11. **Sales Tax.** Company and/or Buyer shall be responsible for any fees or sales taxes that may become due with respect to the transaction contemplated by this Agreement.

12. **Miscellaneous.**

(a) This Agreement constitutes the entire agreement and understanding among the parties hereto and is a final expression of their agreement, and no evidence or oral or other written promises shall be binding.

(b) This Agreement shall be subject to and governed by the laws of the Commonwealth of Kentucky without regard to its conflict of law principles.

(c) No amendment or modification of this Agreement shall be effective unless signed in writing by both parties.

(d) This Agreement shall be binding on the parties hereto and their respective successors, legal representatives and permitted assigns.

(e) Each provision of this Agreement shall be viewed as separate and divisible and in the event that any provision hereof shall be held to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

(f) This Agreement is the result of an arms-length bargain between the Sellers and Buyer. Neither Sellers nor Buyer have relied on a broker or other third party for assistance and neither owes a commission or finder's fee with respect to this transaction.

(g) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

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IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

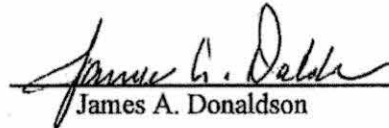
**SELLERS:**

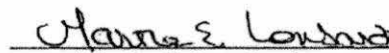
Estate of William R. Pulliam II,

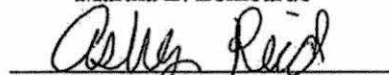
By: \_\_\_\_\_  
William R. Pulliam III, Co-Executor

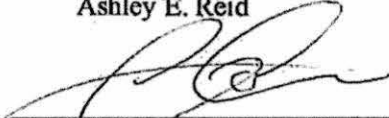
And

\_\_\_\_\_  
Dara Glass, Co-Executor

  
\_\_\_\_\_  
James A. Donaldson

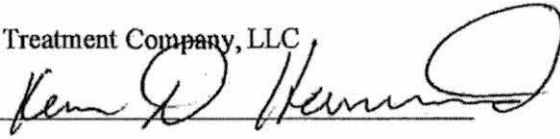
  
\_\_\_\_\_  
Martha E. Lombardo

  
\_\_\_\_\_  
Ashley E. Reid

  
\_\_\_\_\_  
Christopher E. Adams

**BUYER:**

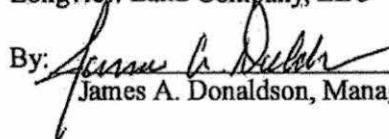
LH Treatment Company, LLC

By:   
\_\_\_\_\_

Its: \_\_\_\_\_

**COMPANY:**

Longview Land Company, LLC

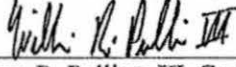
By:   
\_\_\_\_\_  
James A. Donaldson, Manager

4829-9886-8790, v. 1

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

**SELLERS:**

Estate of William R. Pulliam II,

By:   
William R. Pulliam III, Co-Executor

And

  
Dara Glass, Co-Executor

**BUYER:**

LH Treatment Company, LLC

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
James A. Donaldson

\_\_\_\_\_  
Martha E. Lombardo

\_\_\_\_\_  
Ashley E. Reid

\_\_\_\_\_  
Christopher E. Adams

**COMPANY:**

Longview Land Company, LLC

By: \_\_\_\_\_  
James A. Donaldson, Manager

4820-9886-8790, v. 1

## ASSIGNMENT OF MEMBERSHIP UNITS

This is an Assignment of Membership Units (the "Assignment") dated as of this the 23<sup>rd</sup> day of August, 2016 (the "Effective Date"), from (i) **THE ESTATE OF WILLIAM R. PULLIAM II** (the "Estate") by and through **WILLIAM R. PULLIAM III** and **DARA GLASS** in their fiduciary capacities as Co-Executors of the Estate under the Last Will and Testament of **William R. Pulliam II**, 104 Buena Vista Drive, Frankfort, Kentucky 40601, **JAMES A. DONALDSON**, an individual resident of Kentucky ("Donaldson"), **MARTHA E. LOMBARDO**, an individual resident of Kentucky ("Lombardo"), **ASHLEY E. REID** (formerly **ASHLEY E. ADAMS**), an individual resident of Kentucky ("Reid"), and **CHRISTOPHER E. ADAMS**, an individual resident of Kentucky ("Adams") (collectively, Estate, Donaldson, Lombardo, and Reid, and Adams are the "Assignors") to (ii) **LH TREATMENT COMPANY, LLC**, a Kentucky limited liability company, of 134 Prater Drive, Georgetown, Kentucky 40324 (the "Assignee"). Immediately prior to executing that certain Membership Unit Purchase Agreement of even date with this Assignment (the "Purchase Agreement"), Assignors owned one-hundred percent (100%) of the outstanding membership units in **LONGVIEW LAND COMPANY, LLC**, a Kentucky limited liability company (the "Company"). Pursuant to the Purchase Agreement, the Assignors' one-hundred percent (100%) membership interest in the Company (the "Assignors' Units") have been sold to the Assignee. Accordingly, Assignors desire to transfer and assign the Assignors' Units to the Assignee and Assignee desires to assume and take assignment of the Assignors' Units from the Assignors.

NOW, THEREFORE, for and in consideration of the Assignee as set forth in the Purchase Agreement and for additional valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors hereby sell, assign, transfer and convey all of Assignors' right, title and interest in the Assignors' Units unto the Assignee.

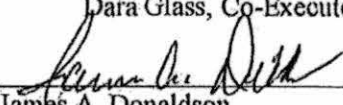
IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment of Membership Units effective as of the date first written above.

**[THIS SPACE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]**

Estate of William R. Pulliam, II,

By: \_\_\_\_\_  
William R. Pulliam, III, Co-Executor

And

\_\_\_\_\_  
Dara Glass, Co-Executor  
  
\_\_\_\_\_  
James A. Donaldson

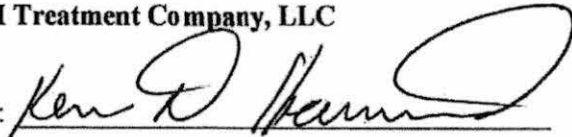
\_\_\_\_\_  
Martha E. Lombardo  
\_\_\_\_\_  
Martha E. Lombardo

\_\_\_\_\_  
Ashley E. Reid  
\_\_\_\_\_  
Ashley E. Reid

\_\_\_\_\_  
Christopher E. Adams  
\_\_\_\_\_  
Christopher E. Adams

("Assignors")

**LH Treatment Company, LLC**

By:   
\_\_\_\_\_  
Ken D. Hamann

Its: \_\_\_\_\_

("Assignee")

4830-1247-0837, v. 1



Estate of William R. Pulliam, II,

By: William R. Pulliam III  
William R. Pulliam, III, Co-Executor

And  
Dara Glass  
Dara Glass, Co-Executor

\_\_\_\_\_  
James A. Donaldson

\_\_\_\_\_  
Martha E. Lombardo

\_\_\_\_\_  
Ashley E. Reid

\_\_\_\_\_  
Christopher E. Adams

("Assignors")

**LH Treatment Company, LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

("Assignee")

4830-1247-0837, v. 1

**LONGVIEW LAND COMPANY, LLC**

Unanimous Written Consent of the Members and Managers of  
Longview Land Company, LLC

**WHEREAS**, the Members and Managers reviewed that certain Membership Unit Purchase Agreement (the "Purchase Agreement") by and between the Members as "Sellers" and LH Treatment Company, LLC (the "Buyer") for sale of the Members' ownership units, representing 100% of the ownership interest, in Longview Land Company, LLC (the "Company") to the Buyer.

**WHEREAS**, the Members and Managers believe it is in the best interests of the Company to approve the Purchase Agreement and such other documents and actions as may be necessary or appropriate to affect the intents and purposes thereof, to consent to the sale and purchase of membership interest/units in the Company described therein, and to waive any and all rights the Company may have to purchase the membership interest/units.

**WHEREAS**, the Members and Managers also desire to authorize and approve James A. Donaldson to execute the Purchase Agreement on behalf of the Company, as its Manager.

**NOW, THEREFORE, BE IT:**

**RESOLVED**, that the Company hereby approves, ratifies and affirms the power and authority of the Company to: consent to the sale transactions set forth in the Purchase Agreement, waive any and all rights the Company may have to purchase the membership interest/units, and to enter into the Purchase Agreement, and any related agreement to which the Company is a party;


**RESOLVED FURTHER**, that James A. Donaldson, as the Manager of the Company, is hereby authorized and directed to negotiate, execute and deliver in the name and on behalf of the Company the Purchase Agreement and any related agreement to which the Company is a party, with such amendments, additions, deletions, renewals or other modifications thereto as she determines to be advisable under the circumstances to carry out the intent of these resolutions or the transactions contemplated by these resolutions, such determination to be conclusively evidenced by such authorized signatory taking such action or executing such document; and

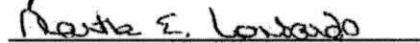
**RESOLVED FURTHER**, that the Manager is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of the Manager, a true copy of the foregoing resolutions.

**[SPACE INTENTIONALLY BLANK; SIGNATURES ON FOLLOWING PAGE]**

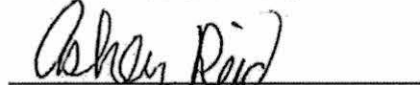
Adopted on August 23, 2016.

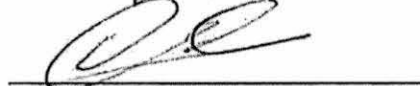
  
MARTHA E. LOMBARDO, Manager

  
JAMES A. DONALDSON, Manager

  
MARTHA E. LOMBARDO, Member

  
JAMES A. DONALDSON, Member

  
ASHLEY E. REID, Member

  
CHRISTOPHER E. ADAMS, Member

ESTATE OF WILLIAM R. PULLIAM, II, Member

By: \_\_\_\_\_  
William R. Pulliam, III, Co-Executor

And

\_\_\_\_\_  
Dara Glass, Co-Executor

4840-7228-3446, v. 1

Adopted on August 23, 2016.

MARTHA E. LOMBARDO, Manager

JAMES A. DONALDSON, Manager

MARTHA E. LOMBARDO, Member

JAMES A. DONALDSON, Member

ASHLEY E. REID, Member

CHRISTOPHER E. ADAMS, Member

ESTATE OF WILLIAM R. PULLIAM, II, Member

By: William R. Pulliam, III  
William R. Pulliam, III, Co-Executor

And  
Dara Glass  
Dara Glass, Co-Executor

4840-7228-3446, v. 1

**ARTICLES OF ORGANIZATION  
FOR  
LONGVIEW LAND COMPANY, LLC**

0467722  
RECEIVED & FILED  
40.00  
JAN 14 9 52 AM '99  
[Signature]

The undersigned, serving as the organizer, hereby forms a Kentucky limited liability company pursuant to the Kentucky Limited Liability Company Act (the "ACT"), KRS Chapter 275, as follows:

**ARTICLE I.**

**NAME**

The name of the limited liability company shall be LONGVIEW LAND COMPANY, LLC.

**ARTICLE II.**

**INITIAL REGISTERED OFFICE AND INITIAL REGISTERED AGENT**

The street address of LONGVIEW LAND COMPANY, LLC's initial registered office shall be 104 Buena Vista, Frankfort, Kentucky 40601. The name of LONGVIEW LAND COMPANY, LLC's initial registered agent at that office shall be William R. Pulliam, II.

**ARTICLE III.**

**INITIAL PRINCIPAL OFFICE**

The mailing address of the initial principal office of LONGVIEW LAND COMPANY, LLC shall be 104 Buena Vista, Frankfort, Kentucky 40601.

**ARTICLE IV.**

**STATEMENT OF MEMBERS**

Initially the following persons shall be members of LONGVIEW LAND COMPANY, LLC:

- William R. Pulliam, II
- Shannon Ellis Donaldson
- Jamie Donaldson
- Marti Ellis Adams
- Martie Ellis Adams, Trustee for Ashley E. Adams and Christopher E. Adams, minors

**ARTICLE V.**  
**STATEMENT OF MANAGEMENT**

The management of LONGVIEW LAND COMPANY, LLC is reserved to manager(s) elected and or appointed by the members in accordance with the operating agreement of the limited liability company. Only those elected and/or appointed as manager(s) may bind the LLC, and no member by reason of membership alone may bind the LLC. The authority of the manager(s) shall be exercised in accordance with the operating agreement of the company.

**ARTICLE VI.**

**PURPOSE**

The purpose for which LONGVIEW LAND COMPANY, LLC is formed is to engage in such lawful acts or activities for which limited liability companies may be formed under Chapter 275 of the Kentucky Revised Statutes.

**ARTICLE VII.**

**DURATION**

The duration of LONGVIEW LAND COMPANY, LLC shall be perpetual, same and until its dissolution in accord with the Kentucky Limited Liability Company Act and the operating agreement of the Longview Land Company, LLC.

**ARTICLE VIII.**

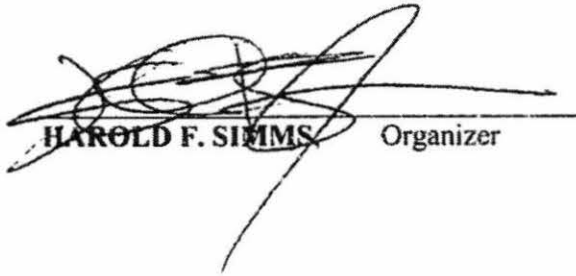
**PERSONAL LIABILITY**

Except as otherwise provided by Kentucky law, no member, manager, agent or employee of the limited liability company shall be personally liable for debts, obligations, or liabilities, of the limited liability company, whether arising in contract, tort or otherwise, or for the acts or omissions of any other member, manager, agent or employee of the limited liability company.

**ARTICLE IX.**

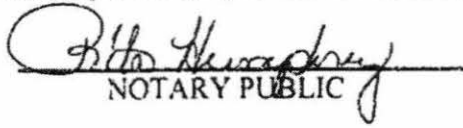
**DISSOLUTION**

LONGVIEW LAND COMPANY, LLC does not have a specific date of dissolution. LONGVIEW LAND COMPANY, LLC shall dissolve as provided in the Act and LONGVIEW LAND COMPANY, LLC's operating agreement.

  
HAROLD F. SIMMS Organizer

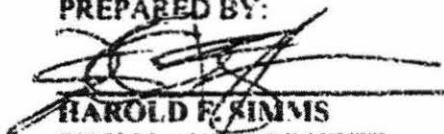
COMMONWEALTH OF KENTUCKY  
County of Scott

Subscribed, sworn and acknowledged before me, a Notary Public, by Harold F. Simms,  
this 11th day of January, 1999.

  
NOTARY PUBLIC

My Commission Expires: 7/8/2000

PREPARED BY:

  
HAROLD F. SIMMS  
SIMMS AND CORNETT  
102 West Main Street  
Georgetown, Kentucky 40324  
(502) 868-5300

LONGVIEW LAND COMPANY, LLC

CONSENT OF INITIAL AGENT FOR  
SERVICE OF PROCESS TO SERVE

I, William R. Pulliam, II having a principal place of business at 104 Buena Vista, Frankfort, Kentucky 40601, hereby agree and consent to serve as the registered office and agent for service of process for Longview Land Company, LLC.

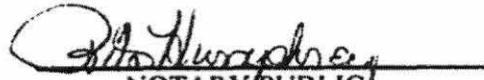
Dated this 11<sup>th</sup> day of JAN, 1999.



WILLIAM R. PULLIAM, II  
Initial Agent for Service of Process  
Longview Land Company, LLC

COMMONWEALTH OF KENTUCKY  
County of Scott

Subscribed, sworn and acknowledged before me, a Notary Public, by William R. Pulliam, II, this 11<sup>th</sup> day of January, 1999.

  
NOTARY PUBLIC

My Commission Expires: 7/8/2000



MEMO NOTE

Date: 1-11-99

Our File No.: \_\_\_\_\_

Your File No.: \_\_\_\_\_

Re: \_\_\_\_\_

Message: Please file the enclosed two RFB's and  
return copies to our office.

Thank You,

Signed:

Harold Cornett

SIMMS AND CORNETT  
ATTORNEYS AT LAW  
Bradley Building  
102 West Main Street  
GEORGETOWN, KY 40324  
(502) 868-3300

TO  
Secretary of State  
L

Commonwealth of Kentucky  
Alison Lundergan Grimes, Secretary of State

LAOO  
0957375.06  
Alison Lundergan Grimes  
Secretary of State  
Received and Filed  
7/12/2016 12:00:00 AM  
Fee receipt: \$40.00

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

Articles of Organization  
Limited Liability Company

KLC

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

**Article I:** The name of the company is

**LH Treatment Company, LLC**

**Article II:** The street address of the company's initial registered office in Kentucky is

**134 Prater Dr, Georgetown, KY 40324**

and the name of the initial registered agent at that address is **Kevin D Hammond**

**Article III:** The mailing address of the company's initial principal office is

**134 Prater Dr, Georgetown, KY 40324**

**Article IV:** The limited liability company is to be managed by **Members**

Executed by the Organizer on Tuesday, July 12, 2016

Name of Organizer: **McNamara & Jones**

Signature of individual signing on behalf of Organizer:  
**Bryan C Hix**

I, **Kevin D Hammond**, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

Kevin D Hammond

Joe Arnold

4714 Ironworks Road

Georgetown, KY 40324

Mobile: 502-370-7015

E-Mail: [joarnold1961@gmail.com](mailto:joarnold1961@gmail.com)

#### Experience

Wastewater treatment operator for Longview treatment plant started as trainee in 2002, in 2005 successfully completed the Wastewater Class II operator's certification program and became operator shortly thereafter. In 2010 successfully completed Wastewater Collection Class II certification.

30 years of experience working in the Water & Sewer profession, Employed by Georgetown Municipal Water & Sewer Service from 1986 till retirement January 2017. Distribution Supervisor from 2007 till 2017.

#### Education

Graduate of Scott County High School 1979

Class II Wastewater License

Class II Collection License

Class IV Distribution License

CPR Trained

Certified Backflow tester thru Blue Grass Cross Connection Prevention Association

CDL Class A

Agency Interest # 25979

ENERGY AND ENVIRONMENT CABINET

Certifies that

**Joseph O Arnold**

IS A DULY LICENSED OPERATOR BY THE  
COMMONWEALTH OF KENTUCKY

Expiration Date: **WW Treatment II 14466**

06/30  
2017



Agency Interest # 25979

ENERGY AND ENVIRONMENT CABINET

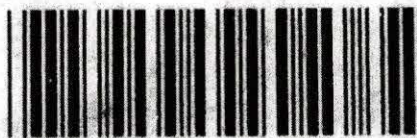
Certifies that

**Joseph O Arnold**

IS A DULY LICENSED OPERATOR BY THE  
COMMONWEALTH OF KENTUCKY

Expiration Date: **WW Collection II 19953**

06/30  
2017



Agency Interest # 25979

ENERGY AND ENVIRONMENT CABINET

Certifies that

**Joseph O Arnold**

IS A DULY LICENSED OPERATOR BY THE  
COMMONWEALTH OF KENTUCKY

Expiration Date: **DW Distribution IV 15409**

06/30  
2018

