

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BELCOR COMMUNICATIONS, LLC)	
)	
_____)	CASE NO.
)	2022-00172
ALLEGED VIOLATION OF UNDERGROUND)	
FACILITY DAMAGE PREVENTION ACT)	

INITIATING ORDER FOR ALLEGED 811 VIOLATION OF THE KENTUCKY
UNDERGROUND FACILITY DAMAGE PREVENTION ACT

Belcor Communications, LLC (Belcor) has been named as a party to an investigation before the Kentucky Public Service Commission (Commission) for allegedly violating the Kentucky Underground Facility Damage Prevention Act (Act).¹ A hearing in this case shall take place on July 29, 2022.

Pursuant to KRS 278.495(2), the Commission has jurisdiction to regulate the safety of natural gas facilities in Kentucky and to enforce minimum federal pipeline safety standards. Under the Act, the Commission has authority to investigate and assess civil penalties for any violation of the Act that results in excavation damage to an underground facility used to transport natural gas or hazardous liquid subject to federal pipeline safety laws, 49 U.S.C. § 60101, *et seq.* Any person who violates any provision of the Act is subject to assessment of a civil penalty in the amount of \$250 for the first offense, no more than \$1,000 for the second offense within one year, and no more than \$3,000 for the third and any subsequent offense. Additionally, any person whose violation of the Act

¹ KRS 367.4901 through KRS 367.4917.

results in damage to an underground facility containing any flammable, toxic, corrosive, or hazardous material or results in the release of any flammable, toxic, corrosive, or hazardous material is subject to an additional penalty of up to \$1,000.

Following receipt of a report of excavation damage to its underground gas pipeline from an operator, Commission Staff (Staff) conducted an investigation and prepared an Incident Report, a copy of which is attached to this Order as Appendix A. In its Incident Report, Staff cites Belcor for violation of the following provision of the Act:

KRS 367.4911(1)(a) – Each excavator, or person responsible for an excavation, planning excavation or demolition work shall, not less than two (2) full working days nor more than ten (10) full working days prior to commencing work, notify each affected operator of the excavator's intended work and work schedule. Contacting the applicable protection notification centers shall satisfy this requirement.

Based on its review of the Incident Report and being otherwise sufficiently advised, the Commission finds prima facie evidence that Belcor violated the Underground Facility Damage Prevention Act. The Commission further finds that a formal investigation into the excavation damage incident shall be conducted.

IT IS THEREFORE ORDERED that:

1. Belcor shall submit to the Commission, via email sent to PSCED@ky.gov with the case number of this proceeding in the subject line of the message, a written response to the allegations contained in the Staff Incident Report within 20 days of receipt of this Order.

2. Belcor shall appear on July 29, 2022, at 9 a.m. Eastern Daylight Time, in the Richard Raff Hearing Room of the Commission's offices at 211 Sower Boulevard in Frankfort, Kentucky, for the purpose of presenting evidence concerning the alleged violation of the Underground Facility Damage Prevention Act.

3. The July 29, 2022 hearing shall be conducted via video conferencing.
4. Belcor shall attend the hearing by using the following link: <https://global.gotomeeting.com/join/308551245>; information and instructions are attached to this Order as Appendix B.
5. Belcor shall notify the Commission at least ten days prior to the hearing if Belcor is unable to appear by video conferencing and will therefore appear in person.
6. **Any partnership, corporation, or business entity (including a limited liability company) must be represented by an attorney licensed to practice law in Kentucky, and such representation includes the filing of papers with and appearances at hearings before the Commission.**
7. An individual may submit a response to the allegations contained in the Staff Incident Report without the representation of an attorney.
8. The Staff Incident Report 43011, attached to this Order as Appendix A, is made a part of the record in this case.
9. The July 29, 2022 hearing shall be recorded by video only.
10. **Please note that notice of a hearing to be held in this matter will be mailed to Belcor once proof of service is received by the Commission. Parties who fail to appear after service will be subject to entry of a default judgment against them.**

PUBLIC SERVICE COMMISSION



Chairman

Vice Chairman

Commissioner



ATTEST:



Executive Director

APPENDIX A

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2022-00172 DATED JUN 20 2022

SIXTY-EIGHT PAGES TO FOLLOW

PIPELINE DAMAGE INVESTIGATION REPORT

Investigation Information

Investigator Eric Tout **Incident ID** 43011 **Investigation** 7920
Incident Date 9/18/2020 2:35:00 PM **Report Submitted** 9/21/2020

Operator Information

Operator Richmond Utilities Board **Reported By** Royce Wells
Phone (859) 623-2323 **Email** jwells@richmondutilities.com

Incident Location 103 Chenault Dr **Locate Ticket Number**
 Richmond KY 40475
 yard
County Madison

Excavator Information

Excavator they didnt know what there **Organization ID**
 company name was but do
Phone 1 270 799 9937 **Email**
Address 5053 Old Lexington Rd **Locate Ticket Number**
 Cave City KY 42127

Damage Report (DR) Summary

Excavation Within18" (Approximate Location)	Gas Or HazardousLiquids		Type Of Equipment Used	Cost of Damage	Amount Billed
	Contained	Released			
No call to 811	Yes	Yes	Not specified	\$0.00	\$0.00

The Operator reports the Excavator damage a gas service, driving a stake into the ground, to set anchors for a utility pole and failed to contact the KY Contact Center (811).

The DR is included as Attachment 1.

INVESTIGATION

On 08/25/21:

The Operator, Richmond Utilities Board's Royce, "JR", Wells stated that a steel rod was being driven into the ground.

An attempt to contact the Excavator resulted in a message stating you have reached 270-799-9937 wherein a message was left.

In a series of emails (08/26 thru 27/21) from and to Metronet's Vice President of Safety & Quality Assurance George Kemp (George.Kemp@metronetinc.com) Mr. Kemp stated that K&O Solutions LLC, (210 Autumn Ridge Rd. Glasgow, KY 4241, 270-498-5310, Macy Grubbs, kosolutions@gmail.com) was the subcontractor for this incident and K&O Solutions went to the wrong address/pole which was outside the scope of the Loacte Ticket (LT). Mr. Kemp stated that after this incident MetroNet restricted K&O Solutions from subcontracting with MetroNet. Mr. Kemp stated that MetroNet's policy restricts him from providing MetroNet's report and photographs.

Mr. Kemp's emails are included as Attachment 2.

PIPELINE DAMAGE INVESTIGATION REPORT

The KY Secretary of State's (SOS) web site indicates that 0995167, K&O Solutions LLC's principal office is 210 Autumn Ridge Rd., Glasgow, KY 42141, the registered agent is Ryan Brooking, 5053 Old Lexington Rd., Cave City, KY 42127, organizer Macy Grubbs. Statement of Change of Registered Office, Registered Agent, or Both occurred on 09/11/20.

The SOS is included as Attachment 3.

On 08/30/21:

An attempt to contact the Excavator at 270-498-5310 resulted in a message stating you have reached Tree KO wherein a message was left.

The KY SOS web site indicates that 1102915, Tree KO LLC's principal office is 664 Megan Ln., Glasgow, KY 42141, registered agent is Macy Grubbs 664 Megan Ln., Glasgow, KY 4214, organizer Macy Grubbs.

The SOS is included as Attachment 4.

Macy Grubbs of Tree KO returned the call and stated that as of 09/11/20 he is no longer associated with K&O Solutions. Mr. Grubbs stated that the contact person for K&O Solutions' is Ryan Brooking (606-688-0089).

On 08/31/21 and 09/01/21 attempts to contact Mr. Brooking resulted in a message stating you have reached 606-688-0089 wherein a voice message was left.

On 09/01/21 Mr. Brooking stated that K&O Solutions does not own equipment, K&O Solutions is a broker for contractors and contracts out all work. Mr. Brooking stated that a LT was obtained, but the contractor made an honest mistake and went to the wrong address. Mr. Brooking stated that he was out of state and when he returned on 09/03/21 he would provide the responsible contractor's information.

On 09/07 & 08/21 a follow-up call to Mr. Brooking resulted in a message being left.

On 09/08/21 Mr. Brooking provided the following documents indicating BelCor Communications was responsible for this incident.

- MetroNet Utility Strike Report: Dated 09/18/20 indicating K&O as the Contractor /Ticket Holder the Contractor's Supervisor's is Jason Christy the Contractor's Operator is Cory Rufus and the damage was due to the aerial crew placed an anchor at the wrong pole/address.
- Photographs, three: Depicting the damage pipe.
- Subcontractor Agreement: Between BelCor Communications and K&O Solutions dated 05/27/20.
- Non-Compete Agreement: Between BelCor Communications and K&O Solutions dated 05/27/20.
- W-9 Tax form: For Belcor Communications dated 05/27/20.
- Certificate of Liability Insurance: For BelCor Communications LLC, 123 Aqua Trl, Somerset, KY, 42501

The Strike Report, Photographs, Subcontractor & Non-Compete Agreements are include as Attachment 5.

The W-9 Tax form is included as Attachment 6.

The Certificate of Liability Insurance is included as Attachment 7.

The KY SOS web site indicates that 1087381, BelCor Communications LLC's Principal Office is 123 Aqua Trl., Somerset, KY 4250, managed by members, the registered agent is United States Corporation Agents, Inc. 9900 Corprt. Campus Dr. Ste. 3000, Louisville, KY 40223 and the organizer is Legalzoom.com, Inc.

The SOS is included as Attachment 8.

On 09/09/21:

PIPELINE DAMAGE INVESTIGATION REPORT

An attempt to contact a representative of BelCor Communications at 954-213-3574 (# found on the web) resulted in a message stating the mail box is full. A web reverse lookup of 954-213-3574 revealed the number is assigned to Cory Rufus, 2080 Doerr Farm Ln; Union, MO 63084-3853, Wireless # 470-422-5250.

An attempt to contact Cory Rufus resulted in a message stating you have reached 470-422-5250 wherein a message was left.

An email to contact was sent to email address rufus072217@gmail.com (found on the web) and a letter to contact was sent to the Somerset KY address, the SOS's listed registered agent and the Union MO address. **The email & letter to contact is included as Attachment 9.**

Mr. Brooking stated that he has one telephone number, 954-213-3574, for Cory Rufus and the owner of BelCor Communications is Mr. Rufus's wife Belicia.

On 09/10/21 811, Gill Gast, searched from 08/01/20 thru 09/30/20 and found no LTs for the noted incident location.

Ms. Gast's email is included as Attachment 10.

On 09/13/21 Ms. Rufus left a voice message stating she could be reached at 954-213-5414. Ms. Rufus, via voice mail, stated that BelCor Communications was only doing aerial work, no digging during this time period. Said number was called and a voice message was left. Ms. Rufus returned the call and left a voice message.

On 09/16, 20 & 21/21 an attempt to contact Ms. Rufus resulted in a voice message being left.

On 09/21/21 Mr. Wells provided the Gas Leak Inspection Report indicating that the foreman, Janson Christy, stated that the crew was at the wrong address.

The report is included as Attachment 11.

Due to the difficulty in contacting Ms. Rufus a Demand Letter offering attendance to the Damage Prevention Course and reduced penalty of \$250.00 will be sent to BelCor Communications to: rufus072217@gmail.com, the Somerset KY address, the SOS's listed registered agent and the Union MO address.

VIOLATIONS

KRS 367.4911(a) Each excavator, or person responsible for an excavation, planning excavation or demolition work shall, not less than two (2) full working days nor more than ten (10) full working days prior to commencing work, notify each affected operator of the excavator's intended work and work schedule. Contacting the applicable protection notification centers shall satisfy this requirement.

of Offences

(Including this incident)

Excavator	Last Offence Incident #	Last Offence Incident Date	Revert to 1 st Offence Date (Last Offence Date +365 Days)
1 st	N/A	N/A	N/A

Attachment 1

Gas Excavation Damage Report

Richmond Utilities Board

Submitted 9/21/2020 Incident ID: 43011

[Set back to Edit](#)[Staff Edit](#)[Print \(PDFForm.aspx?Rpt=GasInvestigation&IG=43011\)](#)

Reported By:

Name: Royce Wells
Phone: (859) 623-2323
Email: jwells@richmondutilities.com

Gas Line Incident Occured:

Date: 9/18/2020
Time: 2:35 PM

Details:

Reported Date: 9/21/2020 9:21 AM

Incident Location Address:

Location: yard
Address: 103 Chenault Dr
City: Richmond
State: KY
County: Madison
Zip: 40475
Confirm Code: Y

Number of Customers out: 1

Was gas or hazardous liquids contained in the underground facility?

Was gas or hazardous liquids released into the atmosphere? *

3/2020

Locate Request Ticket No.:

Excavator: Contractor

Excavator Address:

First Name: Jason
Last Name: Christy
Organization ID:
Company: they didnt know what there company name was but do
Phone: 1 270 799 9937
Email:

Address: 5053 Old Lexington Rd
City: Cave City
State: KY
Zip: 42127
Confirm Code: Y
Excavation Damage: No notification made to the One
Call Center

Description of Incident The contractor for MetroNet was setting anchors for utility pole and drove a stake thru a costumers service line. Contractor didnt not have a 811 ticket number and Rlchmond utilities didnt have a locate request for that address. After repairs were made foreman stated that his crew was at the wrong address.

Summary Information

9/21/2020

**Full details such as the
cause
Extent of the damage
Cost of the damage** \$0.00
**Steps taken to prevent
re-occurrence
Amount billed to
excavator** \$0.00

Attachment 2

Tout, Eric V (PSC)

From: George Kemp <George.Kemp@metronetinc.com>
Sent: Friday, August 27, 2021 9:25 AM
To: Tout, Eric V (PSC)
Subject: Re: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy


Hi Eric,

Unfortunately I am unable to send reports but here is their contact information. I have heard rumors that K&O has broken up after we fired them. I am not sure if they are still a company.

K&O Solutions LLC
210 Autumn Ridge Road
Glasgow, KY 42141
Office Phone: 270-498-5310
Contact: Macy Grubbs
Cell Phone:
Email: kosolutionsky@gmail.com

Blessings,
George

George Kemp, Ph.D.

Indiana 811 Board | Chairman of the Board
Indiana 811 Board | Past Chairman of Damage Prevention Committee
North American Telecommunication Damage Prevention Council | Secretary
Metronet | Vice President of Safety & Quality Assurance
3701 Communications Way | Evansville, IN 47715
Office: 812.213.1371
www.MetronetInc.com


From: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Date: Thursday, August 26, 2021 at 6:18 AM
To: George Kemp <George.Kemp@metronetinc.com>
Subject: RE: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

WARNING: This mail is from an external source

If policy restricts the sending of the photos and report just let me know.

From: George Kemp <George.Kemp@metronetinc.com>
Sent: Thursday, August 26, 2021 6:16 AM
To: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Subject: Re: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

I will see what I can share. The address shouldn't be a problem. I will request it and send it to you when I get it.

George Kemp, Ph.D.
Indiana 811 Board | Chairman of the Board
Indiana 811 Board | Past Chairman of Damage Prevention Committee
North American Telecommunication Damage Prevention Council | Secretary
Metronet | Vice President of Safety & Quality Assurance
3701 Communications Way | Evansville, IN 47715
Office: 812.213.1371
www.MetronetInc.com

From: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Sent: Thursday, August 26, 2021 5:13:16 AM
To: George Kemp <George.Kemp@metronetinc.com>
Subject: RE: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

WARNING: This mail is from an external source

Thanks that helps tremendously, but do you have a damage report, photographs and contact information for the subcontractor?

From: George Kemp <George.Kemp@metronetinc.com>
Sent: Thursday, August 26, 2021 6:08 AM
To: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Subject: Re: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

That report is correct. The crew went to the wrong pole. They had a locate ticket for the correct pole if they had gone to the correct pole but they messed up. The crew was fired from ever doing anymore work for MetroNet. They should never have tried to place an anchor at that pole and if they would have checked their dig tickets before starting work they would have known they were at the wrong address.

Blessings,
George

George Kemp, Ph.D.
Indiana 811 Board | Chairman of the Board
Indiana 811 Board | Past Chairman of Damage Prevention Committee
North American Telecommunication Damage Prevention Council | Secretary
Metronet | Vice President of Safety & Quality Assurance
3701 Communications Way | Evansville, IN 47715
Office: 812.213.1371
www.MetronetInc.com

From: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Sent: Thursday, August 26, 2021 5:02:46 AM
To: George Kemp <George.Kemp@metronetinc.com>
Subject: RE: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

WARNING: This mail is from an external source

If you have a damage report, photographs and contact information, other than what I have, please provide. The report provide to the PSC reads:
“The contractor for MetroNet was setting anchors for utility pole and drove a stake through a costumers service line. Contractor didn’t not have a 811 ticket number and Richmond utilities didn’t have a locate request for that address. After repairs were made foreman stated that his crew was at the wrong address”.

From: George Kemp <George.Kemp@metronetinc.com>
Sent: Thursday, August 26, 2021 5:49 AM
To: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Subject: Re: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

Good Morning Eric,

I checked into this. How can I help you with it?

Blessings,
George

George Kemp, Ph.D.
Indiana 811 Board | Chairman of the Board
Indiana 811 Board | Past Chairman of Damage Prevention Committee
North American Telecommunication Damage Prevention Council | Secretary
Metronet | Vice President of Safety & Quality Assurance
3701 Communications Way | Evansville, IN 47715
Office: 812.213.1371
www.MetronetInc.com

From: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Sent: Thursday, August 26, 2021 4:46:19 AM
To: George Kemp <George.Kemp@metronetinc.com>
Subject: RE: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

WARNING: This mail is from an external source

Thank you. I failed to mention an address of 5053 Old Lexington Rd., Cave City, KY 42127 was provided as an address for the excavator at the time of the damage.


From: George Kemp <George.Kemp@metronetinc.com>
Sent: Wednesday, August 25, 2021 5:41 PM
To: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Subject: Re: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

Eric,

I will do some research and see what I can find.

Blessings,
George

George Kemp, Ph.D.

Indiana 811 Board | Chairman of the Board
Indiana 811 Board | Past Chairman of Damage Prevention Committee
North American Telecommunication Damage Prevention Council | Secretary
Metronet | Vice President of Safety & Quality Assurance
3701 Communications Way | Evansville, IN 47715
Office: 812.213.1371
www.MetronetInc.com


From: Tout, Eric V (PSC) <ericv.tout@ky.gov>
Date: Wednesday, August 25, 2021 at 8:30 AM
To: George Kemp <George.Kemp@metronetinc.com>
Cc: David.Fritz@metronet.com <David.Fritz@metronet.com>
Subject: 43011, 9/18/2020,103 Chenault Dr., Richmond KY 40475. Jason Christy

WARNING: This mail is from an external source

Good Morning Mr. Kemp,

Reaching out to you for assistance.

Richmond Utilities Board reported that a subcontractor of Metro Net damaged a gas service, driving a stake into the ground, to set anchors for a utility pole and failed to contact 811 (see subject above for incident date and location). Richmond Utilities stated that the subcontractor did not know their company name, but provided Jason Christy, 270-799-9937 (a voice message was left today). The KY Secretary of State's web site indicates that Jason Christy is the Registered Agent for K&J Cabling, LLC, 412 N. 2nd St., Cave City, KY 42127, the principle office is 413 N. 2nd St., Cave City, KY 42127.

Please research and provide any information you have on this incident and company.

*Thanks,
Eric V. Tout
Kentucky Public Services Commission
Division of Inspections / Damage Prevention
211 Sower Blvd., Frankfort, KY 40601
Office: 502-782-2622
Fax: 502-564-1582*

Attachment 3



Kentucky Secretary of State

Michael G. Adams

K&O Solutions LLC

File Annual Report

Printable Forms

Additional Services

General Information

Organization Number	0995167
Name	K&O Solutions LLC
Profit or Non-Profit	P - Profit
Company Type	KLC - Kentucky Limited Liability Company
Status	A - Active
Standing	B - Bad
State	KY
Country	USA
File Date	8/28/2017 11:40:00 PM
Organization Date	8/28/2017
Last Annual Report	6/2/2020
Principal Office	210 Autumn Ridge Rd Glasgow, KY 42141
Managed By	Managers
Registered Agent	RYAN BROOKING 5053 OLD LEXINGTON RD CAVE CITY, KY 42127

Current Officers

Member	Ryan Brooking
---------------	---------------

Individuals / Entities listed at time of formation

Organizer	Macy Grubbs
Registered Agent	Macy Grubbs

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Registered Agent name/address change	9/11/2020 3:39:21 AM	1 page	PDF
Annual Report Amendment	9/11/2020	1 page	PDF
Annual Report	6/2/2020	1 page	PDF
Annual Report Amendment	5/3/2019	1 page	PDF
Annual Report	1/10/2019	1 page	PDF
Annual Report	8/29/2018 12:06:12 AM	1 page	PDF
Articles of Organization	8/28/2017 11:40:03 PM	1 page	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Amendment to annual report	9/11/2020 3:47:14 AM	9/11/2020 3:47:14 AM	
Registered agent address change	9/11/2020 3:39:21 AM	9/11/2020 3:39:21 AM	
Annual report	6/2/2020 1:19:36 AM	6/2/2020 1:19:36 AM	
Amendment to annual report	5/3/2019 8:40:38 PM	5/3/2019 8:40:38 PM	
Annual report	1/10/2019 12:58:19 AM	1/10/2019 12:58:19 AM	
Annual report	8/29/2018 12:06:14 AM	8/29/2018	
Add	8/28/2017 11:40:00 PM	8/28/2017 11:40:00 PM	

Microfilmed Images

[Contact](#) [Site Map](#)

[Privacy](#) [Security](#) [Disclaimer](#) [Accessibility](#)

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Kentucky Unbridled Spirit

9/11/2020
0995167

Commonwealth of Kentucky
Michael G. Adams, Secretary of State

0995167
Michael G. Adams
KY Secretary of State
Received and Filed
9/11/2020 3:39:21 AM
Fee receipt: \$10.00

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

**Statement of Change of
Registered Office, Registered
Agent, or Both**

RAC

Pursuant to the provisions of KRS chapters 271B, 273, 275, or 362, the undersigned hereby applies to change the registered office, registered agent, or both on behalf of

K&O Solutions LLC

which is organized in the state of Kentucky, and for that purpose submits the following statements:

1. Name of current registered agent

Macy Grubbs

2. Registered agent is hereby changed to:

Ryan Brooking

3. Address of current registered office

210 Autumn Ridge Rd
Glasgow, KY 42141

4. Registered office is hereby changed to:

5053 Old Lexington Rd
Cave City, KY 42127

5. Signature of officer or chairman of the board

Ryan Brooking, Member
Signature and Title
Type or print name and title
9/11/2020 3:39 AM
Date

6. Consent of new agent

I consent to serve as the new registered agent on behalf of this corporation.
Ryan Brooking
Signature and Title
Type or print name and title

Attachment 4



Kentucky Secretary of State

Michael G. Adams

Tree KO LLC

[File Annual Report](#)[File Statement of Change of Principal Office](#)[File Statement of Change of registered Agent / Registered Address](#)[Printable Forms](#)[Additional Services](#)[Certificates](#)

General Information

Organization Number	1102915
Name	Tree KO LLC
Profit or Non-Profit	P - Profit
Company Type	KLC - Kentucky Limited Liability Company
Status	A - Active
Standing	G - Good
State	KY
Country	USA
File Date	7/7/2020 12:40:01 AM
Organization Date	7/7/2020
Last Annual Report	8/28/2021
Principal Office	664 Megan Ln Glasgow, KY 42141
Managed By	Members
Registered Agent	Macy Grubbs 664 Megan Ln Glasgow, KY 42141

Current Officers

Member	Macy Grubbs
---------------	-------------

Individuals / Entities listed at time of formation

Organizer	Macy Grubbs
Registered Agent	Macy Grubbs

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Annual Report	8/28/2021	1 page	PDF
Articles of Organization	7/7/2020 12:40:02 AM	1 page	PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Annual report	8/28/2021 7:53:07 AM	8/28/2021 7:53:07 AM	
Add	7/7/2020 12:40:01 AM	7/7/2020 12:40:01 AM	

Microfilmed Images

[Contact](#) [Site Map](#)

[Privacy](#) [Security](#) [Disclaimer](#) [Accessibility](#)

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Kentucky Unbridled Spirit

Attachment 5

MetroNet Utility Strike Report

Market: _____ LCP: _____ Date of Incident: _____ Time of Incident: _____

Utility Damaged (Who, What & Size (main/service)):		Location (address) of Damage:	
Contractor (Locate Ticket Owner):	Contractor's Supervisor:	Contractor's Operator (UG):	Contractor's Locator (UG):
MetroNet's Work Order Number:	OSPE:	Number of Customers Affected:	Name & Number of Utility Inspector on Site:
Equipment/Method used at time of Utility Strike: (Check One) Directional Drill Backhoe Missile Hand Digging Other			
Damaged Utility was Potholed: Yes No		Hit Utility was Cross Trenched: Yes No	
Locate Information			
Locate Ticket #:	Locate Damage #:	Positive Response on Locate Ticket: Yes No	Name & Number of Locator:
Locate Marks are on Site for the Utility that was hit: Yes No		Condition of Locate Marks: Excellent Good Poor Not Visible	
If damaged utility was not marked, then Why?		Horizontal Distance between the damage and the locate marks: (use strike kit in photos)	
Repairs to Damaged Utility			
Damage Repaired By:	Time Repair Crew Arrived:	Repair Complete: Yes No	If No, Estimated Time:
Repair Pit Excavated by: Contractor Facility Owner Other (Explain):			
Restoration			
Surface Type: Grass Gravel Concrete Asphalt Other:			
Party Responsible for Restoration:		Restoration Complete: Yes No	If No, Estimated Time:
Precautionary Damage Prevention Steps Taken Prior to Beginning Excavation			
Describe HOW the Damage Occured			
Describe any Other Relevant Items/Information Not Addressed Above			
Measures/Steps the Contractor Will Take in the Future to Prevent Future Incidents			

Submitted by and **PM or CM approval**: _____ Date: _____

Utility strike occurred in the (please check one): **Street Side** **Behind House/Building**

** Attachments are required if several customers are affected or a gas line is hit.



DAMAGE
↓



Richmond Utilities

SILVERADO



**K&O Solutions LLC.
Subcontractor
Agreement**

This Subcontractor Agreement ("Agreement") is entered into this 27th May 2020 ("Effective Date") by and between K&O Solutions LLC. (the "Company"), a Kentucky limited liability company, and , (the "Subcontractor"), for the purposes of having Subcontractor perform work as a Subcontractor for Company, on the terms and timeline as set forth herein.

WHEREAS, Subcontractor represents that it is experienced in the construction and installment of fiber optic systems and the type of work called for in this Agreement;

WHEREAS, Subcontractor represents that it desires to complete the scope of work outlined herein for Company in a timely and professional manner; and

WHEREAS, Company desires to engage Subcontractor to complete the work described herein on the terms and conditions herein, and subject to Company's oversight.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE AND SCHEDULE OF WORK

A. Subcontractor will complete all work (the "Services"), subject to the Company's requirements, including any requirements of Company's Client, and on the required schedule. Subcontractor shall hold K&O Solutions LLC harmless from any loss or expense incurred in connection with Subcontractors breach of this agreement or in connection with each Project performed by Subcontractor.

B. Subcontractor will ensure that it utilizes employees that are well trained for the work identified above, and capable of completing the Services in a professional and workmanlike manner. Any employees of Subcontractor deemed unacceptable by the Company shall be promptly replaced by Subcontractor at no expense to the Company.

2. COMPENSATION

Upon successful completion of the services payments will be made 30 days after approved work has been invoiced. Subcontractor may also choose an expedited payment method at a discounted rate. A 10% retainage will be held until final completion of the project and a walk through has been completed and all work approved by K&O Solutions LLC and its client. K&O Solutions LLC reserves the right to withhold payment on said retainage if Subcontractor (listed above) does not complete all work provided by K&O Solutions LLC or its client.

3. PERFORMANCE OF SERVICES AND CHANGE ORDERS

a. Subcontractor shall complete all of the Services in accordance with the instructions provided by Company, including the drawing and specifications for the project. Should any conflict, error, omission or discrepancy appear in the drawings, specifications, instructions given by the Company, or in work done by others, Subcontractor shall notify Company immediately. If Subcontractor proceeds with any of the Services in question prior to receiving updated instructions, then required corrections shall be at Subcontractor's expense. Subcontractor shall not deviate from the drawings and specifications provided by Company without prior written approval from Company. Materials shall not be substituted for those specified, nor shall "or equal" items be furnished without Company's prior written approval.

b. Should Subcontractor identify a change in the scope of work that needs to incur, or in Subcontractor's reasonable opinion should occur, Subcontractor shall notify Company in advance. Any changes to the scope of the Services, any deviations from the drawings and specifications for the Services, or to the compensation to Subcontractor for completion of the Services must be agreed upon in a writing signed by both Subcontractor and Company.

4. LIQUIDATED DAMAGES

Time is of the essence in the performance and completion of the Services by Subcontractor. Subcontractor shall complete the Services for each milestone or segment date in accordance with the mutually agreed and signed schedule outlined in this Agreement. Subcontractor acknowledges that if the Services are not complete for each segment or milestone by the scheduled completion date, the Company will suffer damages in an amount that is uncertain or difficult to estimate due to penalties imposed upon Company by its Client for the untimely completion of the Services described

herein. Accordingly, Subcontractor agrees that, in addition to all other remedies available to Company, if the Services are not complete by the scheduled completion date, Subcontractor shall continue to complete the Services, and shall pay to Company as liquidated damages in the amount of 110% (one hundred ten percent) of any fine, penalty, liquidated damages or other assessment against Company by its client for the Services described herein.

In this regard, Subcontractor and Company agree that the amount of liquidated damages is a reasonable pre-estimate of the probable damages to Company, and further agree that the payment of such damages shall not release Subcontractor from its obligations to otherwise fully perform under this Agreement. Upon request by Company, Subcontractor shall furnish to Company such evidence as Company may require to confirm Subcontractor's ability to fully perform under this Agreement in the manner and within the time permitted.

5. PERMITS AND OTHER GOVERNMENTAL APPROVAL

The Company, or its client, shall obtain all governmental approvals, rights of way, licenses, permits, easements, and other third party or private individual consents which Company and/or its client deems to be required by the Services. Subcontractor will not contact any government agency with respect to the Services unless authorized and requested to do so by Company. Subcontractor will promptly report to the Company any inquiry or contact it receives from any government agency or any private individual with respect to the Services. Subcontractor will fully instruct its employees with respect to the requirements of this section.

6. GUARANTEE

a. Subcontractor guarantees to Company that the Services shall strictly comply with the drawings and the specifications provided by the Company, and that the Services shall be professional in every particular and free from defects, errors, and omissions in construction and workmanship. Subcontractor further guarantees that all materials, equipment, and supplies furnished for the Services by Subcontractor, shall be new, merchantable, of the most suitable grade, and fit for their intended purposes and shall comply in all respects with the Specifications provided by Company.

b. Subcontractor's guarantees shall extend for twelve (12) months after the date of the completion of the Services. Design and engineering, labor, equipment, and/or materials furnished by above to correct any defects occurring during this guarantee period shall also be guaranteed by Subcontractor in accordance with the guarantees set forth herein

for a period of twelve (12) months from the date of completion of the correction.

c. If Subcontractor is notified of any defects in the Services in violation of Subcontractor's guarantees herein and then fails to promptly correct such defects, Company shall have the right to correct or to have such defects corrected for the account of Subcontractor, and Subcontractor shall promptly pay Company for costs incurred in correcting such defects plus 110% of damages suffered by Company, or alternatively Company may, at its discretion, deduct such costs and damages from any payments due Subcontractor that have yet to be paid to Subcontractor.

7. CONDITIONS AND RISKS OF WORK

Subcontractor represents that it has carefully examined the drawings and specifications for the Services and has fully investigated and acquainted itself with all conditions at or about the site that the Services are to be performed. Subcontractor assumes the risk of such conditions and the expense and difficulty of performing the Services, and will fully complete the Services on the terms and schedule, and compensation, as set forth herein in this Agreement, without further recourse to Company. Information on the site of the Services and local conditions at such site, which may have been furnished by Company, is not guaranteed with respect to accuracy by Company and is furnished only for the convenience of Subcontractor.

8. SAFETY AND INCIDENT REPORTING

a. Subcontractor and its employees, agents and other personnel shall perform the Services in a safe and appropriate manner at all times, and shall follow all rules, regulations and laws, whether federal, state, local or administrative, including all environmental, health and safety rules, regulations and statutes.

b. Before commencing work on performance of the Services, Subcontractor shall ensure that it knows the location of, and has marked, the presence of any utilities, pipes, hazardous materials, and any other dangerous or hazardous condition wherever located at the work site and shall ensure that its employees and agents are alerted to the presence of such conditions, and Subcontractor shall take all reasonably necessary and all required measures and precautions to ensure a safe work site for its own employees and agents, as well as passers-by.

c. Subcontractor shall indemnify and hold harmless the Company, its members, officers, employees, heirs, assigns, and agents from and against any and all claims, loss, or liability in any manner arising directly or indirectly out of Subcontractors' failure to

comply with any applicable safety rule or regulation, including all environmental, health and safety rules, regulations and statutes. This indemnification specifically extends to OSHA fines and penalties, costs and attorney's fees incurred as the result of the conduct caused by or contributed to by the Subcontractor.

d. Accidents, injuries, and illnesses requiring medical attention, damage to property of Company, Subcontractor or damage to the property of another person or entity, and fires shall all be orally reported to Company at the time of the incident. Written reports shall thereafter be submitted, promptly after each incident, by Subcontractor to all involved parties as required by the applicable regulations, codes, and other requirements.

e. Subcontractor shall be responsible for, at Subcontractor's expense, the provision of all- necessary warning devices, barricades, flaggers, and uniformed patrolmen as are necessary to safely perform and protect the work site and Subcontractor's employees and agents. Subcontractor shall be responsible for, at Subcontractor's expense, determination of necessity, and provision of, security to protect materials, work in progress, or finished work.

9. WORKSITE CLEAN-UP

a. Subcontractor shall keep the worksite in a clean and safe condition and shall daily remove and dispose of all debris, trash and rubbish caused by Subcontractor, its employees and agents. Upon completion of the Services, Subcontractor shall restore the worksite to its original condition prior to Subcontractor's performance of the Services, or as close as reasonably thereto possible.

b. Should Subcontractor fail to abide by these conditions within 48 hours after notice to Subcontractor by the Company, the Company shall have the right to perform such clean up, removal and restoration as it deems necessary, at the expense of the Subcontractor, and Subcontractor shall be liable to the Company for 110% (one hundred ten percent) of the actual costs and expenses incurred by the Company to clean up, remove debris, and restore the worksite to original conditions.

10. CONFIDENTIALITY OF INFORMATION

a. Design criteria, performance specifications, and other information obtained by Subcontractor from Company and working drawings and specifications prepared by Subcontractor shall be held in confidence by Subcontractor and shall not be used by Subcontractor for any purposes other than for the performance of the Services or as

authorized in writing by Company. Subcontractor agrees that it shall not make disclosure of any such information to anyone except employees and consultants of Subcontractor to whom disclosure is necessary for the purposes of this Agreement, and who have agreed to be bound by the obligations of confidentiality and restrictions on use hereunder.

b. Subcontractor shall cause its employees and consultants to whom it makes disclosure to observe the obligations of confidentiality and restrictions on use in accordance with this Agreement. All such documents furnished by Company to Subcontractor and documents prepared by Subcontractor shall become the property of Company; and upon completion of the Services, or earlier upon termination of this Agreement or when requested by Company, Subcontractor shall return to Company all such documents including any copies thereof.

11. DEFAULT

a. If Subcontractor shall fail to diligently work towards completion of the Services or if shall default in the performance of its duties herein and not correct such default with three (3) days following notice of such default by the Company, the Company may declare that Subcontractor has defaulted in its performance of this Agreement.

b. If the Company declares Subcontractor to be in default, the Company may then:

i. hold in abeyance any further payments to Subcontractor;

ii. terminate any service under this Agreement;
and

iii. Step-in to complete the Services, including taking possession of the worksite, the materials and services there, and finish the Services at the Company's discretion, with Company's expenses for exercising its step-in rights and completion of the Services to be borne by Subcontractor.

c. If Subcontractor has abandoned the job by vacating the worksite without a 14 day notice to Company, Company may immediately declare Subcontractor in default without any notice as described above.

d. In the event of termination by Company as set forth above, Subcontractor shall, within five (5) days from the effective date of termination, advise Company of all outstanding rental agreements, purchase orders, and any other agreements which

Subcontractor may have with others pertaining to performance of the Services and furnish Company with complete copies thereof. Upon request by Company, Subcontractor shall assign to Company in form and content satisfactory to Company, Subcontractor's title to materials and plant equipment for the Services, rental agreements, purchase orders, and other agreements as may be designated by Company.

12. RELEASE OF LIENS

Prior to final payment for the Services as described herein, Subcontractor will provide Company with a release of all liens, as deemed necessary by the Company.

13. INSURANCE

a. Prior to commencing work on the Services under this Agreement, Subcontractor will secure insurance in an amount acceptable to Company, naming Company as an additional insured, and providing Company with a certificate of insurance evidencing same. Such insurance will be maintained with an insurer rated A or better by Best's Key Rating Guide, and shall provide for general liability, property, and workers' compensation coverage in amounts acceptable to the Company.

b. Subcontractor hereby waives any and all rights to recover against Company, or against the members, officers, directors, employees, agents, customers, invitees or business visitors of Company, for any loss or damage to Subcontractor arising from any cause covered by any property, general liability, and workers compensation insurance required to be carried pursuant to this section or any other property insurance actually carried by Subcontractor. Subcontractor, from time to time, will cause its insurers to issue appropriate waiver of subrogation rights endorsements to all property, general liability and workers' compensation insurance policies carried in connection with this Agreement.

14. INDEMNIFICATION

Subcontractor agrees to defend, indemnify, and hold harmless Company and all of its members, directors, officers, employees, agents, servants, customers, successors, heirs, representatives, and assigns (collectively the "indemnities"), from and against, any and all claims, proceedings, losses, demands, actions (and all expenses associated therewith asserted against, suffered, or incurred by indemnities) with respect to:

(a) Death or injury to any persons or damage to property arising out of the acts or

omissions of Subcontractor, or its employees or agents during performance of the Services.

(b) Any violation of applicable law, ordinance, regulation, or rule by Subcontractor or its employees or agents during the performance of the Services.

(c) Infringement of patents covering products manufactured or supplied by Subcontractor for the Services or their use in the Services or in combination with products manufactured or supplied by others for use in the Services.

(d) Actual contamination or pollution (within the meaning of applicable laws or regulations) caused by Subcontractor, its employees or agents during performance of the Services.

(e) Any failure by Subcontractor or its employees or agents to comply with any obligation imposed on any of them under this Agreement.

(f) Any failure by Subcontractor to pay employees or agents for any services, materials, equipment, labor, or other charges, resulting in the filing, recording, assertion, or claim of any and all mechanic's, materialmen's, or other similar liens, claims, or actions.

(g) Any claim by Subcontractor's employees or agents for any wages, damages, or other right to payment for any services, materials, equipment, labor, or other charges incurred during performance of the Services.

(h) Any claim by a third party for right to payment from Company for amounts otherwise owed to Subcontractor.

Subcontractor's indemnification obligation as set forth herein shall include indemnification of the indemnities from and against any and all consequential, special, exemplary, punitive, or other damages; fines, penalties, assessments asserted by any governmental agency; and/or claims therefor which the indemnities, or any of them, may suffer and/or incur as a result of any claim or action included within Subcontractor's said indemnification obligation. Further, any and all costs, expenses, and attorney's fees that Company may incur in the furtherance of the disposal or defense of any claim or action set forth above, or in the enforcement of Subcontractor's indemnification obligations, shall be solely the responsibility of and be reimbursed by Subcontractor. At Subcontractor's sole cost and expense, Company shall cooperate with and assist Subcontractor in the defense of any claim or action included within Subcontractor's said indemnification obligation.

15. NON-ASSIGNMENT

Subcontractor shall not assign, or transfer its rights or obligations under this Agreement or any interest herein. Company may assign this Agreement in whole or part without the consent of Subcontractor or its sureties and without invalidating this Agreement.

Subcontractor shall not assign, sell, or otherwise transfer any right to payment from Company under this Agreement to any third party without the express written consent of Company. For the avoidance of doubt, Subcontractor shall not enter into any factoring agreement with respect to any right to payment from Company without Company's express written consent.

16. NOTICES

All notices required by this Agreement will be in writing and delivered to:

K&O Solutions LLC

Attention: Ryan Brooking

5053 Old Lexington Rd

Cave City, KY 42127

K&O Solutions LLC

Attention: Macy Grubbs

664 Megan Ln

Glasgow, KY 42141

17. SEVERABILITY/PRONOUNS/CAPTION HEADINGS

This Agreement and the provisions herein are subject to all applicable federal and state statutes. If, in the event any provision of this Agreement is deemed to be

violative of any statute, law, Rule or Regulation, said provision shall be deemed invalid *ab initio* and of no force or effect. The invalidity or inability to enforce any provision in this Agreement shall in no way affect the validity or enforceability of any other provision.

Whenever the context may require, any pronouns used in this Agreement will include the corresponding feminine, masculine, or neuter forms. The singular form of nouns and pronouns will include the plural, and the plural form of nouns and pronouns will include the singular.

Caption headings used herein are for convenience and descriptive purposes only.

18. NO WAIVER

Failure of the Company to enforce any provision of this Agreement shall not be deemed a waiver by Company. The Company may demand strict compliance herewith.

19. INTEGRATION AND MODIFICATION

This Agreement revokes and supersedes any and all previously existing agreements between Company and Subcontractor regarding the subject matter herein. This Agreement may be modified only in a writing signed by both Company and Subcontractor.

20. GOVERNING LAW / CHOICE OF FORUM

This agreement shall be governed and construed in accordance with the laws of Kentucky, excluding the State of Kentucky's choice-of-law principles, and all claims relating to or arising out of this agreement, or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of Kentucky, excluding Kentucky's choice-of-law principles.

Any disputes relating to this Agreement shall be resolved in the courts of Barren County, Kentucky.

Accepted and agreed this day of 27th May 2020

Subcontract
or:

By: BelCor Communications

Print Name and

Title Belicia Rufus, Owner

K&O Solutions,
LLC

Print Name and Title

NON-COMPETE AGREEMENT

This Agreement, when signed and witnessed below, shall constitute an agreement regarding defined non-compete, confidential and proprietary information and trade secrets, hereinafter referred to as "Confidential Information," relating to the business of K&O Solutions located in Glasgow, KY.

and BelCor Communications located at
123 Aqua Trail, Somerset in the State of Kentucky
in the zip code 42501, hereinafter referred to as the "Parties," as of the date executed, thus known as the "Effective Date." For purposes of this agreement K&O Solutions LLC. shall be referred to as the "Company" or the "Disclosing Party," and shall hereinafter be referred to as the "Recipient."

It shall be incumbent upon the Recipient to strictly maintain the confidentiality of the Proprietary Information. Proprietary information may be shared amongst the Parties for use in scoping, estimating and completing any and all work or projects for the Company and its clients.

NON-COMPETE

Throughout the duration of this agreement the Recipient shall not, in any manner, represent, provide services or engage in any aspects of business that would be deemed similar in nature to the business of K&O Solutions LLC. without the written consent of K&O Solutions LLC..

The recipient warrants and guarantees that throughout the duration of this agreement and for a period not to exceed 1 Year following the culmination, completion or termination of this agreement, that s/he shall not directly or indirectly engage in any business that would be considered similar in nature to with K&O Solutions LLC., its subsidiaries, and any current or former clients and/or customers. Nor shall the Recipient solicit any client, customer, officer, staff or employee for the benefit of himself/herself or a third party that is or may be engaged in a similar business.

CONFIDENTIAL INFORMATION

By definition herein, "Confidential Information" shall mean any and all technical and non-technical information provided by K&O Solutions LLC., including but not limited to, any data, files, reports, accounts, or any proprietary information in any way related to products, services, processes, database, plans, methods, research, development, programs, software, authorship, customer lists, vendor lists, suppliers, marketing or advertising plans, methods, reports, analysis, financial or statistical information, and any other material related or pertaining to any business of K&O Solutions LLC., its subsidiaries, respective clients, consultants or vendors that may be disclosed to the Recipient herein contained within the terms of this Agreement.

The Recipient shall not in any manner or form, at any time disclose, reveal, unveil, divulge or release, either directly or indirectly, any aforementioned proprietary or confidential information for personal use or for the benefit of any third party and shall at all times endeavor to protect all Confidential Information belonging to the Company.

INJUNCTIVE RELIEF

The Recipient herein acknowledges (i) the unique nature of the protections and provisions established and contained within this Agreement, (ii) that the Company shall suffer irreparable harm if the Recipient should breach any of said protections or provisions, and (iii) that monetary damages would be inadequate to compensate the Company for said breach. Therefore, should the Recipient cause a breach of any of the provisions contained within this Agreement, and then the Company shall be entitled to injunctive relief, in addition to any other remedies at law or equity, to enforce said provisions.

ENTIRE AGREEMENT

This Agreement shall be considered a separate and an independent document of which it shall supersede any and all other Agreements, and there are no other assurances or conditions in any other instrument, either oral or written, between the parties hereto. This Agreement may be modified only by a subsequent written agreement signed by both parties.

SEVERABILITY

In the event any term, condition, or provision of this Agreement is deemed or held to be invalid or unenforceable for any reason, those remaining terms, conditions and provisions shall remain valid and enforceable. Should a court of law determine that any term, condition or provision of this Agreement is invalid or unenforceable, but that by limiting such term, condition or provision it would become valid and enforceable, then such term, condition and/or provision shall be deemed to be written, construed and enforced as so limited.

WAIVER

If either party fails to enforce any provision contained within this Agreement, it shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

GOVERNING LAW

This Agreement is to be construed pursuant to the current laws of the State of . Jurisdiction and venue for any claim arising out of this Agreement shall be made in the State of , in the County of .

IN WITNESS WHEREOF, the parties hereto have caused this Non-Compete Agreement to be executed by a duly authorized representative of such party and of such party as of the effective date executed by the signature of both parties.

**K&O Solutions LLC. 5283
210 Autumn Ridge Rd
Glasgow, KY 42141**

(Signature)
Macy Grubbs
Owner

(Date Executed)

(Signature) Belvin Rufus

5/27/2020

(Date Executed)

Attachment 6

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <i>Belicia Rufus</i></p> <p>2 Business name/disregarded entity name, if different from above <i>BelCor Communications</i></p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ <i>S</i></p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. <i>123 Aqua Trail</i></p> <p>6 City, state, and ZIP code <i>Somerset, KY 42501</i></p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	<p>Signature of U.S. person ▶ <i>Belicia Rufus</i></p>	<p>Date ▶ <i>May 27, 2020</i></p>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a) 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABL accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³ The grantor*
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Attachment 7



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insureon (BIN Insurance Holdings LLC.) 30 N. LaSalle, 25th Floor, Chicago, IL 60602	CONTACT NAME: PHONE (A/C, No, Ext): (800) 688-1984	FAX (A/C, No): 877-826-9067														
E-MAIL ADDRESS: 		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACUITY, A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER B: ACUITY, A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER C: ACUITY, A Mutual Insurance Company</td> <td>14184</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACUITY, A Mutual Insurance Company	14184	INSURER B: ACUITY, A Mutual Insurance Company	14184	INSURER C: ACUITY, A Mutual Insurance Company	14184	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:																
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INSURED BelCor Communications LLC 123 Aqua Trl, Somerset, KY, 42501																

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICYNUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			ZF5078	4/9/2020	4/9/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																				
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B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ZF5078	4/9/2020	4/9/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZF5078	5/19/2020	5/19/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 5,000,000	AGGREGATE	\$ 5,000,000		\$								
EACH OCCURRENCE	\$ 5,000,000																				
AGGREGATE	\$ 5,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Yes	N/A	ZF5078	4/9/2020	4/9/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000	E.L. DISEASE - POLICY LIMIT		\$ 1,000,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 1,000,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 1,000,000																			
E.L. DISEASE - POLICY LIMIT		\$ 1,000,000																			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER K&O Solutions LLC 5053 Old Lexington Rd Cave City, ky 42127	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Attachment 8



Kentucky Secretary of State

Michael G. Adams

BelCor Communications LLC

File Annual Report

Printable Forms

Additional Services

General Information

Organization Number	1087381
Name	BelCor Communications LLC
Profit or Non-Profit	P - Profit
Company Type	KLC - Kentucky Limited Liability Company
Status	A - Active
Standing	B - Bad
State	KY
Country	USA
File Date	2/14/2020 10:08:56 AM
Organization Date	2/14/2020
Last Annual Report	N/A
Principal Office	123 Aqua Trl Somerset, KY 42501
Managed By	Members
Registered Agent	United States Corporation Agents, Inc. 9900 Corprt Campus Dr Ste 3000 Louisville, KY 40223

Current Officers

Individuals / Entities listed at time of formation

Organizer	Legalzoom.com, Inc.
Registered Agent	United States Corporation Agents, Inc.

Images available online

Documents filed with the Office of the Secretary of State on September 15, 2004 or thereafter are available as scanned images or PDF documents. Documents filed prior to September 15, 2004 will become available as the images are created.

Articles of Organization

2/14/2020 10:08:56 AM

1 page

PDF

Assumed Names

Activity History

Filing	File Date	Effective Date	Org. Referenced
Add	2/14/2020 10:08:56 AM	2/14/2020 10:08:56 AM	

Microfilmed Images

[Contact](#) [Site Map](#)

[Privacy](#) [Security](#) [Disclaimer](#) [Accessibility](#)

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All rights reserved.

Kentucky Unbridled Spirit

Attachment 9

Tout, Eric V (PSC)

From: Tout, Eric V (PSC)
Sent: Thursday, September 9, 2021 11:12 AM
To: rufus072217@gmail.com
Subject: Incident Number: 43011, Violation of Kentucky Underground Facility Damage Prevention Act

Dear Mr. Rufus:

The Kentucky Public Service Commission (Commission) received a report of damage occurring on September 18, 2020 to a natural gas or hazardous liquid facility located at 103 Chenault Dr., Richmond KY 40475 owned and/or operated by Richmond Utilities Board. Under the Kentucky Underground Facility Damage Prevention Act (Act), KRS 367.4901 through KRS 367.4917, the Commission has jurisdiction to investigate any violation of the Act that results in excavation damage to underground facilities used to transport gas or hazardous liquid subject to federal pipeline safety laws, 49 U.S.C. secs. 60101 et seq. The Commission regulates the safety of jurisdictional natural gas pipelines in the Commonwealth pursuant to KRS 278.495 and 49 CFR Parts 190, 191, 192 and 195.

Following receipt of the damage notification, Commission Staff (Staff) attempted to contact you at 270 799 9937 & 954-213-3574 which has been disconnected, is out of service, not accepting calls and/or the mailbox is full. A voice message was left at number 470-422-5250. To obtain all information regarding this matter it is imperative that contact is made. If there is no contact a penalty of \$1,250.00 could be imposed, therefore please contact me at 502-782-2622.

*Thanks,
Eric V. Tout
Kentucky Public Services Commission
Division of Inspections / Damage Prevention
211 Sower Blvd., Frankfort, KY 40601
Office: 502-782-2622
Fax: 502-564-1582*



Andy Beshear
Governor

Rebecca W. Goodman
Secretary
Energy and Environment Cabinet

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

Kent A. Chandler
Chairman

Amy D. Cabbage
Vice Chairman

Marianne Butler
Commissioner

September 9, 2021

Cory or Belicia Rufus
BelCor Communications LLC
123 Aqua Trl.,
Somerset, KY 4250
or

Cory or Belicia Rufus
BelCor Communications LLC
United States Corporation Agents, Inc. Registered Agent
9900 Corprt. Campus Dr. Ste. 3000
Louisville, KY 40223
or

Cory or Belicia Rufus
BelCor Communications LLC
2080 Doerr Farm Ln.
Union, MO 63084-3853

Re: Violation of Kentucky Underground Facility Damage Prevention Act
Incident Number: **43011**

Dear Mr. /Ms. Rufus:

The Kentucky Public Service Commission (Commission) received a report of damage occurring on September 18, 2020 to a natural gas or hazardous liquid facility located at 103 Chenault Dr., Richmond KY 40475 owned and/or operated by Richmond Utilities Board. Under the Kentucky Underground Facility Damage Prevention Act (Act), KRS 367.4901 through KRS 367.4917, the Commission has jurisdiction to investigate any violation of the Act that results in excavation damage to underground facilities used to transport gas or hazardous liquid subject to federal pipeline safety laws, 49 U.S.C. secs. 60101 et seq. The Commission regulates the safety of jurisdictional natural gas pipelines in the Commonwealth pursuant to KRS 278.495 and 49 CFR Parts 190, 191, 192 and 195.

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Respectfully,

Eric V. Tout
Consumer Complaint Investigator
Division of Inspections / Damage Prevention

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

3.75

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$
- Return Receipt (electronic) \$
- Certified Mail Restricted Delivery \$
- Adult Signature Required \$
- Adult Signature Restricted Delivery \$

3.05

Postmark
Here

Postage

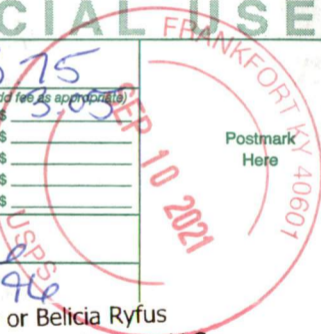
\$

4.40

Total Postage and Fees

\$

7.94



Cory or Belicia Ryfus

BelCor Communications LLC

United States Corporation Agents, Inc. Registered Agent
9900 Corprt. Campus Dr. Ste. 3000
Louisville, KY 40223

Inc 4301

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12

Certified Mail service provides the following benefits:

- A receipt (this portion of the Certified Mail label).
- A unique identifier for your mailpiece.
- Electronic verification of delivery or attempted delivery.
- A record of delivery (including the recipient's signature) that is retained by the Postal Service™ for a specified period.

Important Reminders:

- You may purchase Certified Mail service with First-Class Mail®, First-Class Package Service®, or Priority Mail® service.
- Certified Mail service is *not* available for international mail.
- Insurance coverage is *not* available for purchase with Certified Mail service. However, the purchase of Certified Mail service does not change the insurance coverage automatically included with certain Priority Mail items.
- For an additional fee, and with a proper endorsement on the mailpiece, you may request the following services:
 - Return receipt service, which provides a record of delivery (including the recipient's signature). You can request a hardcopy return receipt or an electronic version. For a hardcopy return receipt, complete PS Form 3811, *Domestic Return Receipt*; attach PS Form 3811 to your mailpiece;

for an electronic return receipt, see a retail associate for assistance. To receive a duplicate return receipt for no additional fee, present this USPS®-postmarked Certified Mail receipt to the retail associate.

- Restricted delivery service, which provides delivery to the addressee specified by name, or to the addressee's authorized agent.
- Adult signature service, which requires the signee to be at least 21 years of age (not available at retail).
- Adult signature restricted delivery service, which requires the signee to be at least 21 years of age and provides delivery to the addressee specified by name, or to the addressee's authorized agent (not available at retail).
- To ensure that your Certified Mail receipt is accepted as legal proof of mailing, it should bear a USPS postmark. If you would like a postmark on this Certified Mail receipt, please present your Certified Mail item at a Post Office™ for postmarking. If you don't need a postmark on this Certified Mail receipt, detach the barcoded portion of this label, affix it to the mailpiece, apply appropriate postage, and deposit the mailpiece.

IMPORTANT: Save this receipt for your records.

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

3.75

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy)

\$

3.05

Return Receipt (electronic)

\$

Certified Mail Restricted Delivery

\$

Adult Signature Required

\$

Adult Signature Restricted Delivery

\$

Postage

\$

1.16

Total Postage and Fees

\$

7.96

Sent To

Cory or Belicia Ryfus
BelCor Communications LLC
123 Aqua Trl.,
Somerset, KY 4250

Inc 43011



Postmark
Here

Certified Mail service provides the following benefits:

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U.S. Postal Service™
CERTIFIED MAIL® RECEIPT

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OFFICIAL USE

Certified Mail Fee

\$

3.75

Extra Services & Fees (check box, add fee as appropriate)

- Return Receipt (hardcopy) \$ 3.05
- Return Receipt (electronic) \$ _____
- Certified Mail Restricted Delivery \$ _____
- Adult Signature Required \$ _____
- Adult Signature Restricted Delivery \$ _____

Postage

\$

1.16

Total Postage and Fees

\$

7.96

SEP 10 2021

Postmark
Here

FRANKFORT KY 40601

USPS

Inc 43011

Cory or Belicia Ryfus
BelCor Communications LLC
2080 Doerr Farm Ln.

9999 1370 FRNN 047C 0201

Certified Mail service provides the following benefits:

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IMPORTANT: Save this receipt for your records.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. <i>Inc 43011</i> ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	A. Signature <input checked="" type="checkbox"/> <i>Cory</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:	B. Received by (Printed Name)	C. Date of Delivery
Cory or Belicia Ryfus BelCor Communications LLC United States Corporation Agents, Inc. Registered Agent 9900 Corprt. Campus Dr. Ste. 3000 Louisville, KY 40223	D. Is delivery address different from item 1? <input type="checkbox"/> Yes	
	YES, enter delivery address below: <input type="checkbox"/> No	
 9590 9402 6901 1104 3991 44	Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express® <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™ <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™ <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
2. Article Number (Transit)	7020 3160 0001 8129 5993	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. <i>Inc 43011</i> ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input checked="" type="checkbox"/> <i>CLOUD</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>																
<p>1. Article Addressed to:</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> <p>Cory or Belicia Ryfus BelCor Communications LLC 123 Aqua Trl., Somerset, KY 4250</p> </div>  <p>9590 9402 6901 1104 3991 51</p>	<p>B. Received by (<i>Printed Name</i>)</p> <p>C. Date of Delivery <i>9-15-21</i></p>																
<p>2. Article Number (<i>Transfer from service label</i>)</p> <p>7020 3160 0001 8129 5986</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail (over \$500)</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Mail Restricted Delivery</td> <td></td> </tr> </table>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Collect on Delivery Restricted Delivery		<input type="checkbox"/> Insured Mail (over \$500)		<input type="checkbox"/> Mail Restricted Delivery	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
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<input type="checkbox"/> Collect on Delivery Restricted Delivery																	
<input type="checkbox"/> Insured Mail (over \$500)																	
<input type="checkbox"/> Mail Restricted Delivery																	
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053</p>	<p>Domestic Return Receipt</p>																

Attachment 10

Tout, Eric V (PSC)

From: Jill Gast <jgast@usa811.org>
Sent: Friday, September 10, 2021 1:38 PM
To: Tout, Eric V (PSC)
Cc: PSCrequest@kentucky811.org
Subject: Re: 43001

Good afternoon,
I searched 8/1 through 9/30 but did not find any tickets for that address in Madison County.
Have a great weekend!
Thank you,

Jill Gast, *Business Analyst*

Office [502-493-3543](tel:502-493-3543)

Know what's below. 811 before you dig.

[Indiana811](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

[Kentucky811](#) | [Facebook](#) | [Twitter](#) | [YouTube](#)

On Fri, Sep 10, 2021 at 12:19 PM Tout, Eric V (PSC) <ericv.tout@ky.gov> wrote:

Please provide locate ticket for:

Incident Date: 9/18/2020

Operator: Richmond Utilities Board

Incident Location: 103 Chenault Dr., Richmond, KY

County: Madison

Excavator: Jason Christy, Metronet, K&O Solutions, Ryan Brooking and/or BelCor Communications

Thanks,

Eric V. Tout

Kentucky Public Services Commission

Division of Inspections / Damage Prevention

211 Sower Blvd., Frankfort, KY 40601

Office: 502-782-2622

Fax: 502-564-1582

Attachment 11

Tout, Eric V (PSC)

From: Tout, Eric V (PSC)
Sent: Friday, September 17, 2021 6:34 AM
To: jwells@richmondutilities.com
Subject: 43011, 9/18/2020, 103 Chenault Dr., Richmond, Jason Christy

Hello Mr. Wells,

Please provide Richmond Utilities' Damage Report, photos, billing invoice and payment info (copy of check) if paid. I also need the Loacte Ticket numbered that the Excavator thought they were digging on.

*Thanks,
Eric V. Tout
Kentucky Public Services Commission
Division of Inspections / Damage Prevention
211 Sower Blvd., Frankfort, KY 40601
Office: 502-782-2622
Fax: 502-564-1582*

Tout, Eric V (PSC)

From: JR Wells <jwells@richmondutilities.com>
Sent: Tuesday, September 21, 2021 8:21 AM
To: Tout, Eric V (PSC)
Subject: 103 chenault
Attachments: Scan0001.pdf

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Attached is the report we filled out on site. No locate on damage site and foreman stated is guys were at the wrong address

Thanks



JR Wells
Gas Department
300 HALLIE IRVINE STREET
P.O. BOX 700
RICHMOND, KY 40476
OFFICE (859) 623-2323 ext 17 / FAX (859) 624-0805

RICHMOND UTILITIES

GAS LEAK INSPECTION REPORT

SERVICE INFORMATION:

DATE: 9/18/20
NAME: ~~Jason Christy~~
ADDRESS: 103 Chemult

DISPATCHED BY: ofha
DISPATCHED TIME & DATE: 9-18-20 2:35
REQUESTED BY: ofha

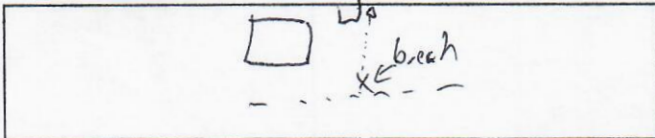
INVESTIGATOR: Mark Whitlow

TIME ARRIVAL AT SCENE OF LEAK: 2:43 AM / PM

3RD PARTY DAMAGE:

CONTRACTOR'S NAME: Jason Christy - Metro Net /
CONTACT PERSON: Jason Christy
ADDRESS: 5053 old Lexington Rd
Cave City Ky
PHONE #: 7(270) 799-9937

PROBLEM AREA SKETCH:



LOCATION OF LEAK: _____

EQUIPMENT USED TO DETECT LEAK: _____

METER INFORMATION:

EXISTING METER #: _____ READING _____
NEW METER #: _____ READING _____
TURNED ON _____ OFF _____
LEAK SOURCE: _____
CGI/FLAME PAK READING: _____ LEL, %CO

SYSTEM DATA:

PRESSURE: LOW _____ INTERMEDIATE

PIPE CONDITION: _____

ACTION TAKEN: squeezed off + repaired service line no locate called in
homeowner stated his guys were at wrong address

PIPE TYPE: PE SIZE: 3/4"

COATING CONDITION: _____

TIME OF INVESTIGATOR COMPLETION AT SCENE OF LEAK: 3:50

ADDITIONAL FOLLOW-UP: YES _____ NO

IF SO, WHAT TYPE OF FOLLOW-UP: _____

ADDITIONAL REMARKS: leak is fixed gas in

SIGNATURE OF INVESTIGATOR: Mark Whitlow DATE: 9-18-20

SIGNATURE OF REVIEWING SUPERVISOR: _____ DATE: _____

APPENDIX B

APPENDIX TO AN ORDER OF THE KENTUCKY PUBLIC SERVICE
COMMISSION IN CASE NO. 2022-00172 DATED JUN 20 2022

TWO PAGES TO FOLLOW

Information and Instructions for Hearing

You are required to attend a formal hearing with the Kentucky Public Service Commission. Please note the hearing is scheduled in the **Eastern Time Zone**, and the hearing date and time are on the Order that accompanied these instructions.

You are **strongly encouraged** to download the GoToMeeting app now and be ready for your hearing. If you cannot appear via video using this app, at least ten days prior to your scheduled hearing you must call the Commission's offices at the number provided below. You will receive instructions on appearing in person in the Richard Raff Hearing Room of the Commission's offices at 211 Sower Boulevard in Frankfort, Kentucky at the time and date of your scheduled hearing.

Please direct any questions to Ashley Rhodes, Commission Division of Inspections. AshleyB.Rhodes@ky.gov or 502-782-2578.

To download the GoToMeeting app go to:

<https://global.gotomeeting.com/install/258846301>

On the day of your hearing using your computer, tablet, or video enabled smartphone. **Access the proceeding at:**

<https://global.gotomeeting.com/join/308551245>

More information about using GoToMeeting can be found at:

GoToMeeting - Attendee Quick Start

<https://www.youtube.com/embed/8VaHHVP0FCU?autoplay=1&showinfo=0&controls=0&rel=0>

GoToMeeting - How to Join a Meeting

https://www.youtube.com/embed/Ojl1q_sPrP0?autoplay=1&showinfo=0&controls=0&rel=0

Technical Requirements for Using GoToMeeting

Operating System:

Windows 7 – Windows 10

Mac OS X 10.9 (Mavericks) – mac OS Big Sur (11)

Linux/Ubuntu (Web App only)

Google Chrome OS (Web App only)

iOS 11 – iOS 13

Android OS 5 (Lollipop) – Android 10

Web Browser: (Applies to Web App only)

Google Chrome v72 or newer

Microsoft Edge v77 or newer

Internet Connection:

Computer: 1 Mbps or better (broadband recommended)

Mobile device and Chromebook: 3G or better (WiFi recommended for VoIP)

Software:

GoToMeeting desktop app (JavaScript enabled)

GoToMeeting app from the Apple Store, Google Play Store, or Windows Store

Hardware:

2GB of RAM (minimum), 4GB or more of RAM (recommended)

Webcam device*

Microphone and speakers** (USB headset recommended)

Mobile Device:

iPhone 5 or newer

iPad 3rd gen or newer

Note: * You MUST have a camera on your device or connected to your device to appear at the hearing.

** Most devices have built-in speakers, but you will get better audio quality while connected via VoIP if you use a headset

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