

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

In the Matter of:

MAY 6 2011

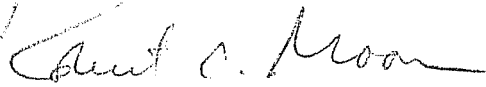
ALTERNATIVE RATE FILING OF )  
COOLBROOK UTILITIES, LLC. )

PUBLIC SERVICE )  
COMMISSION )  
CASE NO 2010-00314

**COOLBROOK UTILITIES, LLC'S NOTICE OF FILING OF CERTIFICATE OF  
LIABILITY INSURANCE**

Comes Coolbrook Utilities, LLC ("Coolbrook"), by counsel, and hereby files its Certificate of Liability Insurance reflecting that the insurance policy issued by Nautilus Insurance Company to Coolbrook became effective on May 4, 2011. A copy of the Commercial General Liability Quote reflecting total premium and fees in the amount of \$5,778.24 for said policy is also attached.

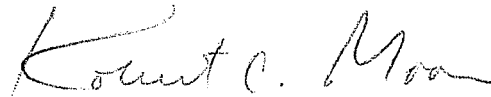
Respectfully submitted,



Robert C. Moore  
Hazelrigg & Cox, LLP  
415 West Main Street  
P.O. Box 676  
Frankfort, Kentucky 40602-0676

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by first class mail, postage prepaid, on Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602 and David Edward Spenard, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204, on this the 5<sup>th</sup> day of May, 2011.



Robert C. Moore



**Arlington/Roe of Kentucky Inc  
Louisville KY**

To: **Voit Lee**  
 Attention: **Angie**  
 From: **Toni Beard**  
 Email: **tbeard@arlingtonroe.com**

Agency Number:  
 Date: **03/23/2011**  
 Phone Number:  
 Extension:  
 Direct Fax:

**Regarding**  
 Insured Name: **COOLBROOKS UTILITIES**  
 DBA:  
 Renewal Of:

Expiration Date:

*5/4/2011*

**COMMERCIAL GENERAL LIABILITY - QUOTE**

Thank you for the submission. On behalf of Nautilus Insurance Company (A.M. Best rating A+ IX), we are pleased to offer the following Terms and Conditions based on information received. **NOTE:** Please review carefully as coverage may not be exactly as requested on the application. When binding coverage, you must obtain prior Company approval and provide an assigned policy number and effective date. Terms are valid for 30 days.

**IF TERMS ARE SUBJECT TO FACULTATIVE OR BROKERAGE THE FOLLOWING CONDITIONS APPLY:**

- Policy and/or endorsement must be received by the Company within 21 days of inception.
- If an inspection is required, it must be forwarded to the Company within 45 days of inception.
- Any policy changes, including cancellation, can only be authorized by the Company.

COVERAGE	LIMIT	ADVANCED PREMIUM *	
GENERAL AGGREGATE LIMIT	\$1,000,000		\$ 5,023
PRODUCTS/COMPLETED OPS AGGREGATE LIMIT	INCLUDED	State Tax	\$ 93.11
PERSONAL/ADVERTISING INJURY LIMIT	\$1,000,000	S/L Tax	\$ 155.19
EACH OCCURRENCE LIMIT	\$1,000,000	Policy Fee	\$ 150.00
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Other	\$ 356.94
PREMISES MEDICAL PAYMENTS LIMIT	\$5,000	Total Premium + Fees	\$ 5,778.24

\* The Advanced Premium shown is a Minimum and Deposit premium. At the close of each audit period, we will compute the earned premium for that period. If the earned premium is greater than the advance premium paid, an audit premium is due. If the total earned premium for the policy period is less than the advance premium, such advance premium is the minimum premium for the policy period indicated and is not subject to further adjustment. Refer to form L601 for further explanation.

See Below For Additional Fees

DEDUCTIBLE			
\$ 1,000	BI and PD	PER CLAIM	
\$	N/A	PER CLAIM	

Additional Fees: Other is Municipal Tax

**UNDERWRITING REQUIREMENTS**

- Inspection: required within 45 days
- Number of Locations to be Inspected:
- Signed Application: Acord
- 

- Copy of Contracts: as needed
- Loss Runs:
- Auditable: Yes - Annual

<b>TERRORISM COVERAGE: Form E903 Policyholder Disclosure Notice must be sent to all Applicants.</b>	
If Coverage is <b>accepted</b> , complete and attach the following forms. Premium is a flat \$125 per policy, plus applicable taxes and fees. This amount is subject to pro-rata or short rate adjustment upon policy cancellation, subject to any applicable minimum premium.	
E908 Policyholder Disclosure Notice of Terrorism Insurance Coverage	CG2170 Cap on Losses For Certified Acts of Terrorism
If Coverage is <b>rejected</b> , obtain the completed and signed Policyholder Disclosure Notice and attach <b>CG2173</b> Exclusion of Certified Acts of Terrorism.	

**CONFIDENTIALITY NOTICE:** The transmitted documents contain private, privileged and confidential information belonging to the sender. The information therein is solely for the use of the addressee. If your receipt of this transmission has occurred as the result of an error, please immediately notify us so we can arrange for the return of the original documents. In such circumstances, you are advised that you may not disclose, copy, distribute or take any other action in reliance on the information transmitted.

Regarding  
Insured Name: **COOLBROOKS UTILITIES**  
DBA:

Date: **03/23/2011**

**GENERAL POLICY CONDITIONS AND MANDATORY FORMS**

- E001J Policy Jacket
- E001 Common Declarations
- E906 Service Of Suit
- IL0017 Policy Conditions
- S150 CGL Coverage Part Dec
- CG0001 Comm'l GL Coverage Form (12/04 Edition)
- CG0067 Excl - Violation of Statutes That Govern E-Mails
- CG2147 Excl - Employment Related Practices
- CG2196 Silica or Silica-Related Dust Exclusion
- IL0021 Nuclear Energy Exclusion
  
- State-specific amendatory forms as required

- L217 Exclusion - Punitive or Exemplary Damages
- L223 Exclusion - Total Pollution
- L241 Exclusion - Microorganisms
- L601 Amendment Of Conditions - Premium Audit
- LB50 Deductible Liability Insurance
- L216 Amendment of Definitions - Insured Contract
- S013 Min Earn Prem 25% or
- S038 Amendment of Liquor
- S261 Exclusion - Asbestos
- S902 Schedule of Forms & Ends

**ADDITIONAL FORMS**

- CG2104 Excl - Products
- CG2136 Excl - New Entities
- CG2138 Excl - Personal and Advertising Injury
- CG2145 Excl - Damage to Premises Rented
- CG2146 Abuse or Molestation Exclusion
- L102 Animal-Related BI or PD Limited Liab Coverage
- L200 Excl - Media and Internet Liability
- L204 Excl - Aircraft, Auto or Watercraft
- L205 Excl - Injury to Employees
- L209 Excl - Medical Payments
- L210 Excl - All Assault or Battery
- L213 Excl - Computer Related Loss
- L219 Excl - Prof Svcs - Contractors
- L226 Excl - Contagious, Infectious or Transmissible Disease
- L228 Excl - Communicable Disease
- L234 Cond Excl - Tanning Operations
- L236 Total Exclusion - Subsidence or Movement
- L238 Excl - Toxic Metals
- L240 Limitation of Coverage to Designated Operations
- L282 Excl - Contractors and Subcontractors
- L284 Excl - Pressure Treated Wood
  
- L283 Excl - All Hazards - Ongoing Operations and Your Work
- Additional Insured
- S092 Limitation of Coverage
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- L301 Excl - Weapons
- L317 Additional Excl - Scheduled Events
- L318 Excl - Events
- L320 Exclusion - Tainted Drywall Materials
- L402 Cov Ext - Alarm or Security System - Prof Liab
- L602 Amendment of Conditions - When We Do Not Renew
- S016 Cov Extension - Designated Professional Services
- S028 Excl - Participants
- S040 Excl - Cancer
- S060 Cond Excl - Lifesaving Equipment
- S061 Cond Excl - Lifeguard / Sign Posting Req
- S063 Cond Excl - Water-Related Hazard Sign Posting Req
- S064 Swimming Pool Fencing Conditional Excl
- S071 Excl - Directors and Officers Liability
- S077 Security Guards - Additional Excl
- S078 Excl - Water Damage
- S095 Excl - Water-Related Recreational Equipment
- S097 Cov Ext - Security / Patrol Professional Liability
- S222 Excl - Intellectual Property Hazard
- S239 Excl - Electromagnetic Radiation
- S261 Excl - Asbestos

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Q001GA (09/09)

**REFER TO THE ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS**

Regarding  
Insured Name: **COOLBROOKS UTILITIES**  
DBA:

Date: **03/23/2011**

Optional Hired Auto and Non-Owned Auto Liability may be available subject to eligibility:
<input type="checkbox"/> L270 Hired Auto and Non-Owned Auto Liability (Specified Limits of Insurance)
Hired Auto and Non-Owned Auto Liability Limit of Insurance \$ If no entry - No coverage provided Any One Accident
* Limit is not in addition to Policy Occurrence Limit. Any amount paid under this coverage will serve to reduce the Aggregate Limits of Insurance

**GENERAL LIABILITY CLASSIFICATIONS:**

Code	Classification	Prem Basis	PremOps Rate	Prod/CoOps Rate	PremOps Prem	Prod/CoOps Prem
98810	Sewage disposal - plant operations	S+) 155,000	32.408	Incl	\$5,023	Incl
Subject to \$3,500 minimum premium						

**ADDITIONAL FORMS / COMMENTS**

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Q001GA (09/09)

**REFER TO THE ATTACHED FOR ADDITIONAL TERMS AND CONDITIONS**

**POLICYHOLDER DISCLOSURE  
NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, (the "Act"), that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, as defined in Section 102(1) of the Act. The term "act of terrorism" means any act that is certified by the Secretary of the Treasury—in concurrence with the Secretary of State, and the Attorney General of the United States—to be an act of terrorism, to be a violent act or an act that is dangerous to human life, property, or infrastructure, to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.


Coverage under your  NEW or  RENEWAL policy may be affected as follows:

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE ACT, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage, subject to the limitations of the Act, for acts of terrorism as defined in the Act, for a prospective premium of \$ _____, plus the following taxes and fees:
	Surplus Lines Tax of \$ _____
	Surplus Lines Stamping Fee of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	of \$ _____
	<b>Total of Premium, taxes and fees is \$ _____</b>
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

  
 Policyholder/Applicant's Signature

**NAUTILUS INSURANCE COMPANY**  
 Insurance Company

LAURENCE W. SMITH  
 Print Name

\_\_\_\_\_  
 Policy Number

5/4/11  
 Date

Coolbrook Utilities  
 Named Insured