

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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FEB 13 2012

PUBLIC SERVICE
COMMISSION

In the Matter of:

ALTERNATIVE RATE ADJUSTMENT FILING)
OF COOLBROOK UTILITIES, LLC) CASE NO 2011-00433

**ANSWERS OF COOLBROOK UTILITIES, LLC
TO COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION**

As a member of Coolbrook Utilities, LLC, I am submitting the following responses to Commission Staff's First Information Request. I, Lawrence W Smither, am the witness to all the following data request responses.

- 1. In its application, Coolbrook states that its "President has begun tracking time spent on Coolbrook matters." On January 17, 2012, Coolbrook submitted a copy of Mr. Smither's daily activity log. State whether this filing represents the complete log. If not, provide the complete log.**

Response: That was the complete log that was furnished on January 17, 2012. I had only recently started keeping a log and not being in the habit of making the daily entries, unfortunately there are missed days in it. While there is no regulation requiring the maintenance of a daily activity log, I am working to be more efficient in maintaining a daily activity log, and I have enclosed the additional pages with entries since January 17, 2012. I will send additional pages from the activity log for the next several weeks on a weekly basis.

- 2. Describe how Coolbrook determined that Mr. Smither spent 300 hours during the test period on Coolbrook matters.**

Response: It is based on working on Coolbrook matters an average of 5 to 6 hours per week and that is a conservative estimate.

- 3a. List all business entities in which Mr. Smither has an interest.**

Response: 1) Coolbrook Utilities LLC
2) Brocklyn Utilities LLC
3) Fox Run Utilities LLC
4) Lake Columbia Utilities LLC
5) Airview Utilities LLC
6) Covered Bridge Utilities Inc.
7) Camden Environmental Sales Inc.
8) Camden Environmental Service Co., Inc.

b. For each entry listed in item 3a, describe the nature of Mr. Smither's interest in the entity and his duties.

Response: As 50% owner/manager of the above LLC's my duties and responsibilities are:

- The day to day operation and management of the wastewater treatment plants and collection systems.
- To insure proper maintenance, repairs and improvements to the plants and collection systems.
- See to it that the required reports are prepared and submitted to the Kentucky Division of Water, including the monthly discharge monitoring reports.
- It is my responsibility to make sure these Utilities are in compliance with the regulations of both the Public Service Commission and the Kentucky Division of Water.
- As owner/manager I am subject to substantial potential liability arising out of the operation of the WWTP, including potential liability in the event plants have an upset and fail to comply with its KPDES permit or one of its customers experiences a backup of wastewater into his/her home. The applicable statutes authorize a fine of up to \$25,000 per day for discharges in violation of the KPDES permit.
- Hiring and supervising the professionals retained by the LLC's, including accountants, consultants and attorneys.
- Hiring and supervising all contractors and subcontractors.
- Monitoring the billing and collection of the LLC's total revenue and payment of total expenses.
- Investigation and responding to customer inquiries.

Mr. Smither works 10 hours per day from 8 am to 6 pm on weekdays; normally works through lunch with a sandwich while working; and often works on weekends. Therefore, he works somewhere between 50 and 56 hours per week on the 8 business entities – a mathematical average of 6.25 to 7 hours per week for each entity. However, Mr. Smither spends relatively few hours per week on matters involving four of the entities, which are Camden Environmental Sales, Brocklyn Utilities, Fox Run Utilities, and Lake Columbia Utilities. For the remaining four entities, he spends above-average time on Covered Bridge Utilities, Camden Environmental Service Company, Coolbrook, and Airview Utilities. In summary, the prior estimate of 5-6 hours spent on Coolbrook matters is in fact conservative, and more than 6.25 hours per week of Mr. Smither's time is devoted to Coolbrook's management and operations.

I am President of Covered Bridge Utilities, Camden Environmental Sales and Camden Environmental Service. I am totally responsible for the day to day operation and management of these three companies. Of these three companies, Covered Bridge Utilities is the only one that has employees.

c. List all civic, charitable and non-business organization in which Mr. Smither serves as an officer.

Response: I am on the board of directors of the Veterans Memorial Park of Kentucky Inc., located in Crestwood, Oldham County Kentucky. As a director I am working with the other members of this board to establish a veterans memorial park in Oldham County to honor all veterans that have fought and died in all wars and campaigns.

4. State the total annual salary that Coolbrook paid to Mr. Smither for the calendar year ending December 31, 2011.

Response: Coolbrook Utilities has not paid Mr. Smither any salary at all. No management fees were paid to me until June of 2011. At that time I felt that due to the excessive amount of time that I was having to spend on Coolbrook business, which was keeping me from pursuing other means of income, that compensation was necessary and fair. So I started taking only \$200.00 per month in management fees. Based upon the financial condition of Coolbrook, I am to be paid the balance of the \$3,600 annual owner/manager fee.

5. Describe the duties of Coolbrook's vice president.

Response: Will be forwarded.

6. a. State the number of hours that Coolbrook's vice president worked on Coolbrook's behalf during the test period.

Response: Will be forwarded.

6. b. State whether Coolbrook's vice president maintained a written log or record of his activities on behalf of Coolbrook during the test period.

Response: will be forwarded.

7. a. State the numbers of employees that Coolbrook employs.

Response: Coolbrook does not have any employees.

b. For each Coolbrook employee, describe the nature of his or her duties.

Response: Same as 7a.

8. Provide a copy of each billing invoice for electric power that Blue Grass Energy issued to Coolbrook for the period November 1, 2009 through April 30, 2011.

Response: Billing invoices attached.

9. State whether Coolbrook determined the level of its proposed adjustment to Fuel & Power Expense by multiplying the test period amount by 1.046. If not, then state how Coolbrook determined the adjustment.

Response: Yes, Coolbrook approximated the known and measureable increase in electricity expense from Blue Grass Energy by taking the reported increase of 4.6% approved for East Kentucky Power Cooperative that would be passed on to EKPC's distribution cooperatives. Coolbrook recognizes that the Commission may refine this adjustment based upon the current rates in effect for Blue Grass Energy.

10. Provide a copy of the current contract with Thacker Environmental.

Answer: There are no any current contracts with Thacker Environmental. The operations agreement with Thacker was terminated on May 13, 2011. At that time Covered Bridge Utilities, Inc., began operating the treatment plant, and charging the same monthly fee that Thacker was charging, \$1600.00 per month.

11. List and describe all of Coolbrook's efforts since 1/1/2010 to obtain an alternative to its current use of Farmdale Water District for billing and collection.

Response: Coolbrook has not altered its opinion from the previous rate case that the Farmdale Water District is its only reasonable provider of billing and collection services. As noted in the application and in the record of the prior rate case, Coolbrook's owners also own the Airview sewer system and have experienced nightmarish collection problems when the local water utility refuses to provide billing and collection services.

Since its current owners bought Coolbrook just a few years ago, they have been heavily involved in trying to operate, maintain, and upgrade this aging sewage treatment facility with significant environmental issues. Both this rate case and the prior one filed in 2010 contain substantial evidence of the numerous costs associated with repairing Coolbrook's aging plant, and also of the substantial time spent with both the PSC and the Kentucky Division of Water to deal with regulatory and environmental compliance issues, such as the DOW sanctions which resulted in the agreed-upon Inflow and Infiltration study. Because these high-priority issues have required substantial

management time and attention – and knowing that no reasonable alternative collection agent exists - Coolbrook saw no benefit whatsoever to undertaking this exercise simply to defend its current arrangement with Farmdale Water District.

While Coolbrook has not altered its opinion that Farmdale its only reasonable provider of billing and collection services, Coolbrook has altered its rate request in this case to propose a reasonable compromise on this issue - to split 50/50 the increased billing and collection expense between ratepayers and shareholders based on what our known and measurable pro forma expense would be at a proposed rate of \$37. Coolbrook will not fully recover this known and measurable cost, which results from an arm's length transaction with an outside service provider. Unless the PSC changes its longstanding position on this issue and allows full recovery of this cost, Coolbrook will experience a known and measurable shortfall between its actual cost and the cost allowed to be recovered by the PSC. If the shortfall is high enough – for instance, if the PSC holds Coolbrook to the stipulated amount of \$17,605, the shortfall could be \$11,366 depending upon the outcome of this case – the disallowance causes a permanent and significant injury to Coolbrook's cash flow position, and guarantees that Coolbrook will never make a profit. It is therefore critical that the PSC recognize some billing and collection cost increase in Coolbrook's rates, even if the cost increase is not 100% reflected in rates.

12. List all alternative billing methods that Coolbrook has considered to reduce its billing and collection costs and explain why each method is not cost effective.

Response: As noted in the prior response, Coolbrook sees no benefit in conducting a regulatory exercise to consider other providers when its owners know - based on their experience with Airview and other sewer utilities, as well as past attempts to solicit bids from Blue Grass Energy and other vendors – that Farmdale is its only reasonable provider of billing and collection services.

13. State the cost of Coolbrook performing its own billing and collection services. Describe how Coolbrook determined this cost.

Response: Coolbrook has not determined the cost of performing its own billing and collection services, but could develop a cost estimate if the Commission were to require it. Any cost estimate would be highly speculative because the largest costs experienced if Coolbrook were to perform its own billing and collection services would be the uncollectibles from increased nonpayments, and the increased legal and other fees associated with greater collection efforts. Neither of these costs can be known with

certainty, although Coolbrook's owners could provide such costs for Airview if it is necessary to reach a reasonable compromise position in this case.

14a. Provide all written agreements between Coolbrook and Farmdale District for collection and billing services.

Response: The contract between Farmdale Water District and Coolbrook Utilities is attached.

14b. State whether Coolbrook has an agreement with Farmdale district for Farmdale district to terminate water service if the amount owed to Coolbrook is not paid.

Response: There is no agreement.

14c. If there is no agreement between Coolbrook and Farmdale District for termination of water service for nonpayment for sewer service, explain why Coolbrook is of the opinion that the cost of the billing and collection services that Farmdale District provides is reasonable.

Response: Coolbrook has either very low or nonexistent collection issues under its current arrangement with Farmdale Water. Coolbrook has no specific knowledge of Farmdale's collection procedures and practices, but believes that customers of a water utility are much more inclined to pay sewer charges when bundled with water charges. To reiterate, Coolbrook's owners are painfully aware of the collection problems experienced at Airview when the water and sewer charges are not combined.

15. Provide all correspondence between Coolbrook and Farmdale District in which Farmdale District's provision of billing services is discussed.

Response: Same as 14a.

16. Explain why Coolbrook's proposal to allocate 50 percent of increased fees for billing and collection related to the proposed rate adjustment is reasonable and would be consistent with the Commission's reasoning for disallowing expenses in excess of test-year expense in Case No. 98-284.

Response: Coolbrook's proposal to allocate 50 percent of increased fees for billing and collection related to the proposed rate adjustment is reasonable because the Commission's obligation is to balance the interests of utilities and ratepayers. Relative to Coolbrook, the Commission must approve a sewer rate which provides a positive cash flow, and a failure to do so would threaten Coolbrook's financial viability as well as its ability to provide safe, reliable and adequate sewer service. As noted in the application, Coolbrook will

experience a known and measurable shortfall between its actual cost and the cost allowed to be recovered by the PSC unless the PSC allows full recovery of this cost,. If the shortfall is high enough, a significant disallowance of this known and measurable cost increase causes a permanent and significant injury to Coolbrook's cash flow position, and guarantees that Coolbrook will never make a profit. It is therefore critical that the PSC recognize some billing and collection cost increase in Coolbrook's rates, even if the cost increase is not 100% reflected in rates.

17. List the names and addresses of all persons and entities whom Coolbrook has inquired of regarding the provision of billing and collection services since January 1, 2010.

Response: For all the reasons stated above, there are none.

18a. State the location of Coolbrook's office and identify the lessor who rents this space to Coolbrook.

Response: In Coolbrook's last rate case, it was operated from a Bardstown Road address in Louisville, Kentucky. Coolbrook no longer operates from that office, and it currently shares office space with other businesses owned by Coolbrook's President in Crestwood, Kentucky. Coolbrook now needs, and is in the process of looking for, a centrally located office for Coolbrook and the other sewer utilities owned by Coolbrook's President in the Louisville area.

18b. Provide a copy of all rental agreements with the lessor of the office space.

Response: There is no current rental agreement. As noted above, Coolbrook's current rental arrangement is temporary until it can find a centrally located office in Louisville.

18c. List all services included in the office rental.

Response: The current arrangement in Crestwood - and the permanent arrangement being planned, - provide Coolbrook with not only working office space, but also a landline telephone number, an Internet connection, a computer, a fax machine, a printer, a copy machine, and filing cabinets.

19. Provide a copy of Coolbrook's current insurance policy and the invoices for this policy.

Response: The policy and the invoices are attached.

20. Identify all vendors from which Coolbrook solicited bids and price quotes for insurance coverage and provide a copy of such bids or price quotes.

Response: Find attached the quote from Aaron Goad of Voit-Lee Insurance, Inc. This is the only company that we received a quote from to date. However, within the next week I should have at least one more quote and it will be from Steve Riggs of Nelson Insurance Company. There may even be a third available at the same time. When these are received I will forward them to the PSC.

It has been difficult to find Insurance Companies to quote on this coverage due to the specialized nature of the coverage.

21. Explain why, given Coolbrook's use of the alternative rate filing procedures and the experience and expertise of Coolbrook's officers, the use of a consultant to prepare Coolbrook's application is reasonable.

Response: Coolbrook disagrees with the question's assertion that its President has "expertise" with Kentucky Public Service Commission regulation. The President has significant expertise in operating and managing package sewage treatment plants, and in recent years has taken an ownership stake in a handful of such systems. He devotes his time to the ownership, operation and maintenance of these systems. Moreover, he has neither the time nor the background experience to devote to understanding the intricacies of KPSC ratemaking issues.

In addition, it is only recently that the Commission Staff has questioned the use of a consultant to prepare small sewer rate applications. Coolbrook's officers have always used a consultant to prepare rate applications, and the use of a consultant in this case allowed Coolbrook to file this case in a more timely manner than if its officers had been required to do so. As well, Coolbrook's consultant has an institutional memory of PSC rate case that Coolbrook's officers lack, and can provide strategic advice on certain issues with the intent of avoiding protracted litigation of these issues, thereby reducing overall rate case expenses in the final resolution of the case.

22. State whether the Division of Water ("DOW") has issued an Order to Coolbrook directing the performance of an inflow and infiltration study. If yes, provide a copy of this order. The term "Order" includes an agreed order between Coolbrook and the DOW.

Response: No agreed order has been entered into with the DOW, but a Post Conference Letter that was sent out by Greg Wilson of the DOW - Enforcement Branch. This letter was sent out after an administrative conference with the Enforcement Branch on June 9th, 2011. I was required to file responses to all items in the Post Conference Letter by specified dates. And it is my understanding that the Enforcement Branch may propose that Coolbrook enter into an agreed order in the future.

A copy of the Post Conference Letter is attached and I would like to bring to your attention item L. of this letter that states that Coolbrook shall submit to the DENF for DOW review and acceptance; an Inflow/Infiltration Rehabilitation Project to identify and correct I/I within Coolbrook's sewage collection system.

23. State the purpose of performing an infiltration/inflow study on Coolbrook's sewer lines.

Response: The infiltration/inflow study will identify any problems in the sewer mains and manholes in the Coolbrook sewer system requiring rehabilitation or repair in order to eliminate as much I/I (infiltration/inflow) as possible. A video survey is the most effective way to locate the problem areas and will actually let you see what the problem is and the degree of the problem. With this complete video survey, copies of the written report and the CD can be sent to contractors for their review and help in preparing quotes for the sewer repairs.

24. State whether Coolbrook agrees the performance of an Inflow and Infiltration study benefits future ratepayers as well as ratepayers receiving sewer service at the time of the study. Explain.

Response: Coolbrook does not dispute the notion that the study's performance benefits future as well as current ratepayers.

25. Explain why the cost of any Inflow and Infiltration study should not be amortized and recovered over a period of time longer than one year.

Response: In its rate application, Coolbrook proposed a 12-month surcharge of \$6.75 per month to fund the Inflow and Infiltration study. A 12-month surcharge was proposed for two reasons. First, Coolbrook believes the Kentucky Division of Water and the U.S. Environmental Protection Agency ("EPA") consider this study to be urgently needed to protect the environment, and if it is urgently needed it should be funded and performed as quickly as is reasonably possible. Second, the \$35,200 estimated cost of the study spread over 12 months produces a surcharge amount of \$6.75 per month, which

Coolbrook believes is reasonable, affordable, and allows completion of the study without undue delays.

The Commission has already approved a 24-month surcharge of \$5.45 per month for the completion of an Inflow and Infiltration study for Ridgelea Investments' Franklin County sewer systems, which lie in close proximity to Coolbrook. Coolbrook's proposed surcharge of \$6.75 per month is not much higher than the \$5.45 per month approved for Ridgelea, and allows the study to be completed in half the time.

Ultimately, Coolbrook wants to be a good steward of the environment and fully cooperate with all regulatory agencies, including the Public Service Commission, the Kentucky Division of Water, and the EPA. In an ideal world, the public policy positions of each of these regulatory agencies would be fully consistent, and not in conflict with each other. If the policy positions of these agencies are consistent with each other, Coolbrook believes a 12-month surcharge of \$6.75 per month is reasonable. However, if the Commission deems a 24-month surcharge to be more appropriate in this case, Coolbrook accepts this timeframe so long as it is not caught between two conflicting regulatory agendas.

26. Explain why the performance of an Inflow and Infiltration study on a sewer utility with plant and sewer lines in service for more than 20 years would be an unusual occurrence and not normal practice within the wastewater industry.

Response: Coolbrook believes that "normal practice within the wastewater industry" is greatly affected by the regulatory decisions of the U.S. government. Particularly within the past two years, more and more sewer systems are being required by the U.S. EPA to address aging infrastructure needs, and particularly the need to repair or replace aging sewer lines. One of Kentucky's largest sewer systems, the Metropolitan Sewer District in Jefferson County, is under a federal Consent Decree to take costly and extraordinary measures to address such issues. In addition, several smaller package treatment plants have been required by the Kentucky Division of Water – with either the encouragement or the direction of the U.S. EPA – to address inflow and infiltration issues. Recent examples include not only Coolbrook, but also Ridgelea Investments and Hillridge Facilities. In summary, the performance of Inflow and Infiltration studies may not have been "normal practice" in the past, but such studies are increasingly being required by environmental authorities.

27. Provide all bids or price quotes that Coolbrook solicited for the proposed inflow and infiltration study. If Coolbrook obtained no additional bids or quotes, explain why no additional quotes or bids were obtained.

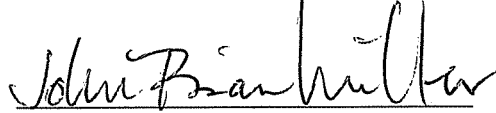
Response: Please find attached a quote from Leak Eliminators, which is the quote that was used in preparing this rate case, and a quote from Martin's Pipeline Inspection. Within the next week to ten days, I am to receive a third quote which I will forward to the PSC at that time.

STATE OF KENTUCKY)
)
COUNTY OF OLDHAM)

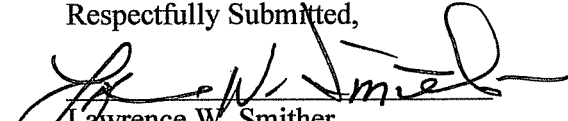
Subscribed, sworn to before me this 13 day of February, 2012, by Lawrence W. Smither, a member of Coolbrook Utilities, LLC.

My commission expires:

John Brian Miller
Notary Public, State of Kentucky
My Commission Exp. April 28, 2013

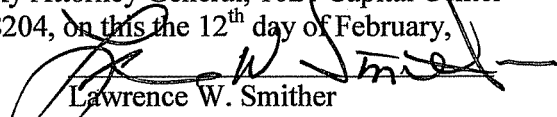

NOTARY PUBLIC

Respectfully Submitted,


Lawrence W. Smither
Member, Coolbrook Utilities, LLC

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been served by hand delivery upon Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602, and to David Edward Spenard and Jennifer Black Hans, Office of the Kentucky Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204, on this the 12th day of February, 2012.


Lawrence W. Smither

1/16/12 Spent time transferring
entries from notes taken to
this book.

1.5 Hours

1/20/12

Time spent review PSC
data request in the rate case.
Talked with Jack K.

1.5 Hours

1/20/12

Discussed disinfection
problems with Shane.

.5 Hours

1/24/12

Review of data request and
making notes.

1 Hour

1/24/12

Prepared by pass reports
and sent them to Frankful
Regional Office of DOW.

.50

1/26/12

Met with Jack K. at his office to discuss the data request.

2.75 Hours

1/27/12

Meeting with Marty to discuss the rate case and the data request.

2.5 Hours

1/30/12

Plant Operation - Time spent inspecting the plant and lift station

2 Hours

2/2/12

Organizing repair work that needs to be done at the plant and Quail Run lift station.

1 Hour

2/3/12

Phone conversation with Jack K.

.50 Hour

2/6/12
Work on response to data
request for PSC.
1 Hour

2/8/12
Working on data request
response for PSC.
2 Hours

2/8/12
Time spent locating new
pumps for the Quail Run Lift
station.
1 Hour

2/9/12
Working on the data request
response for DSC
3 Hours

2/10/12
Phone conversation with
Jack K. about data request response.
Called Steve Ripp
1 Hour

2/11/12

Working on the data request
response for the PSC.

2.5 Hours

2/12/12

Work on data request response
1 Hour

Talk To Shawn about lift station problem

2/13/12

Phone conversation with Rob More.

"

"

"

JACK and


Linda.

Finished the data request
response.

2 Hours



Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
04/01/11	05/01/11	55298	56027	30	05/06/11	1	[REDACTED]	729	191.78	

PREVIOUS CHARGES

Unpaid Balance - DUE NOW **89.89**

CURRENT CHARGES

Energy Charge **93.79**

OTHER CHARGES

Fuel Adjustment (-0.010290 X 729) **-7.50**

Environmental Surcharge (0.08150 X 86.29) **7.03**

TAXES AND FEES

School Tax (3% X 93.32) **2.80**

State Tax (6% X 96.12) **5.77**

Total Current Bill 101.89

Total Amount Due 191.78

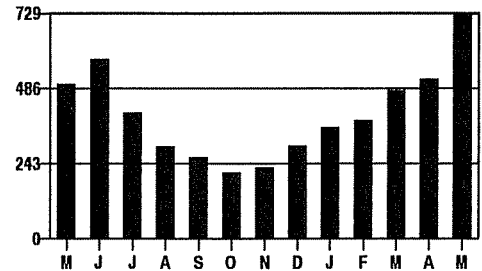
PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

June 6th
Bobbie

YOU'RE INVITED TO OUR ANNUAL MEETING ON JUNE 2 AT THE KEENELAND ENTERTAINMENT CENTER. JOIN US FOR FREE FOOD, ENTERTAINMENT AND GREAT DOOR PRIZES!

Average for billing Period	This Year	Last Year
Temperature	59.0	60.0
No. of Days Billed	30	30
KWH Usage per Day	24.30	16.56

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



Blue Grass Energy
A Touchstone EnergySM Cooperative 
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	191.78
DUE DATE	AFTER DUE DATE PAY
05/23/11	198.77

Check here for address or phone number change. Please note changes on the reverse side.

To pay by credit card visit our web site at bgenenergy.com or call our office at 888-546-4243.

*AUTO **AUTO**MIXED AADC 270



COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

917 5

BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
04/01/11	05/01/11	43828	52086	30	05/06/11	1		8258	1,776.51

PREVIOUS CHARGES

Unpaid Balance - DUE NOW **812.35**

CURRENT CHARGES

Energy Charge 775.39
Demand Charge 129.61

DEMAND:	READING	ACTUAL	BILLED
	26.660	26.660	26.660

INTEREST ON DEPOSITS -4.12

OTHER CHARGES

Fuel Adjustment (-0.010290 X 8258) -84.97
Environmental Surcharge (0.08150 X 820.03) 66.83

TAXES AND FEES

School Tax (3% X 886.86) 26.61
State Tax (6% X 913.47) 54.81

Total Current Bill 964.16

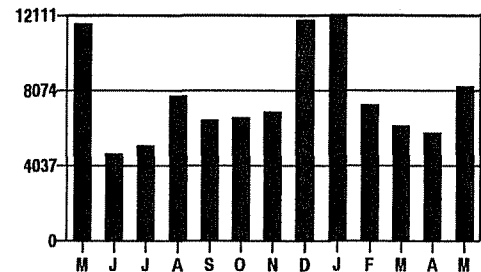
Total Amount Due 1,776.51

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

YOU'RE INVITED TO OUR ANNUAL MEETING ON JUNE 2 AT THE KEENELAND ENTERTAINMENT CENTER. JOIN US FOR FREE FOOD, ENTERTAINMENT AND GREAT DOOR PRIZES!

Average for billing Period	This Year	Last Year
Temperature	59.0	60.0
No. of Days Billed	30	30
KWH Usage per Day	275.26	387.76

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



Blue Grass Energy
A Touchstone EnergySM Cooperative 
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
	1,776.51
DUE DATE	AFTER DUE DATE PAY
05/23/11	1,842.71

Check here for address or phone number change.
Please note changes on the reverse side.

To pay by credit card visit our web site at bgenergy.com or call our office at 888-546-4243.

*AUTO **AUTO**MIXED AADC 270



COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

917

BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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9



Blue Grass Energy

A Touchstone EnergySM Cooperative

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
04/01/11	05/01/11	81738	83293	30	05/06/11	1		1555	402.36

PREVIOUS CHARGES

Unpaid Balance - DUE NOW **222.22**

CURRENT CHARGES

Energy Charge **168.56**

OTHER CHARGES

Fuel Adjustment (-0.010290 X 1555) **-16.00**

Environmental Surcharge (0.08150 X 152.56) **12.43**

TAXES AND FEES

School Tax (3% X 164.99) **4.95**

State Tax (6% X 169.94) **10.20**

Total Current Bill 180.14

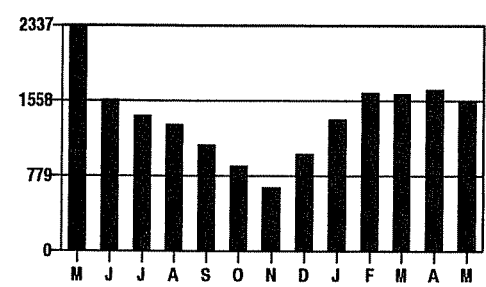
Total Amount Due 402.36

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

YOU'RE INVITED TO OUR ANNUAL MEETING ON JUNE 2 AT THE KEENELAND ENTERTAINMENT CENTER. JOIN US FOR FREE FOOD, ENTERTAINMENT AND GREAT DOOR PRIZES!

Average for billing Period	This Year	Last Year
Temperature	59.0	60.0
No. of Days Billed	30	30
KWH Usage per Day	51.83	77.83

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



Blue Grass Energy
A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
	402.36
DUE DATE	AFTER DUE DATE PAY
05/23/11	414.73

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To pay by credit card visit our web site at bgenergy.com or call our office at 888-546-4243.

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COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone EnergySM Cooperative

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

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ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
04/01/11	05/01/11	35201	48988	30	05/06/11	1	[REDACTED]	13787	1,487.02	

PREVIOUS CHARGES

Total Amount Due at Last Billing 954.11
 Payment Received 04/25/11 - Thank You -954.11

CURRENT CHARGES

Energy Charge 1275.93
 Demand Charge 121.13

DEMAND:	READING	ACTUAL	BILLED
	25.570	25.570	25.570

INTEREST ON DEPOSITS -7.62
 1 100W HPS RES 37 SECURITY LIGHT 11.00

OTHER CHARGES

Fuel Adjustment (-0.010290 X 13824) -142.25
 Environmental Surcharge (0.08150 X 1265.81) 103.16

TAXES AND FEES

School Tax (3% X 1368.97) 41.07
 State Tax (6% X 1410.04) 84.60

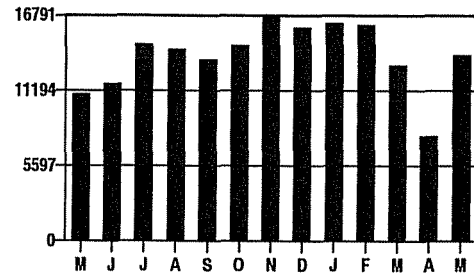
Total Current Bill 1,487.02
Total Amount Due 1,487.02

Approval # 48169857

YOU'RE INVITED TO OUR ANNUAL MEETING ON JUNE 2 AT THE KEENLAND ENTERTAINMENT CENTER. JOIN US FOR FREE FOOD, ENTERTAINMENT AND GREAT DOOR PRIZES!

Average for billing Period	This Year	Last Year
Temperature	59.0	60.0
No. of Days Billed	30	30
KWH Usage per Day	459.56	363.43

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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Blue Grass Energy
 A Touchstone EnergySM Cooperative
 P.O. Box 990
 Nicholasville KY 40340-0990
 ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,487.02
DUE DATE	AFTER DUE DATE PAY
05/23/11	1,589.12

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 PO BOX 91588
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Blue Grass Energy

A Touchstone EnergySM Cooperative 

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	QUAIL RUN CT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
03/01/11	04/01/11	54784	55298	31	04/07/11	1	[REDACTED]	514	84.12	

PREVIOUS CHARGES

Total Amount Due at Last Billing 85.08
Payment Received 04/07/11 - Thank You -85.08

CURRENT CHARGES

Energy Charge 74.32

OTHER CHARGES

Fuel Adjustment (-0.001240 X 514) -0.64
Environmental Surcharge (0.04570 X 73.68) 3.37

TAXES AND FEES

School Tax (3% X 77.05) 2.31
State Tax (6% X 79.36) 4.76

Total Current Bill 84.12
Total Amount Due 84.12

*By phone
Pd 5/9/11
Approval
48033959*

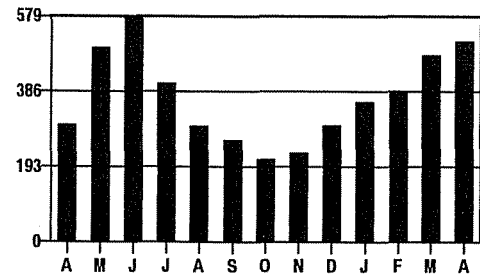
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CHANGE YOUR AIR FILTER AND SAVE MONEY. THE LITTLE THINGS ADD UP. LEARN MORE AT WWW.TOGETHERWESAVE.COM.

Average for billing Period	This Year	Last Year
Temperature	47.0	48.0
No. of Days Billed	31	31
KWH Usage per Day	16.58	9.64

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	84.12
DUE DATE	AFTER DUE DATE PAY
04/23/11	89.89

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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
03/01/11	04/01/11	38053	43828	31	04/07/11	1	[REDACTED]	5775	760.16	

PREVIOUS CHARGES

Total Amount Due at Last Billing 701.57
Payment Received 04/07/11 - ThankYou -701.57

CURRENT CHARGES

Energy Charge 550.60
Demand Charge 126.11

DEMAND:	READING	ACTUAL	BILLED
	26.210	26.210	26.210

INTEREST ON DEPOSITS -4.26

OTHER CHARGES

Fuel Adjustment (-0.001240 X 5775) -7.16
Environmental Surcharge (0.04570 X 669.55) 30.60

TAXES AND FEES

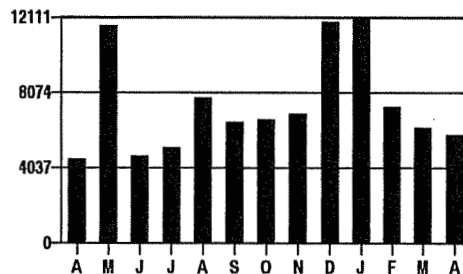
School Tax (3% X 700.15) 21.00
State Tax (6% X 721.15) 43.27

Total Current Bill 760.16
Total Amount Due 760.16

CHANGE YOUR AIR FILTER AND SAVE MONEY. THE LITTLE THINGS ADD UP. LEARN MORE AT WWW.TOGETHERWESAVE.COM.

Average for billing Period	This Year	Last Year
Temperature	47.0	48.0
No. of Days Billed	31	31
KWH Usage per Day	186.29	144.35

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	760.16
DUE DATE	AFTER DUE DATE PAY
04/23/11	812.35

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Blue Grass Energy

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To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
03/01/11	04/01/11	27453	35201	31	04/07/11	1	[REDACTED]	7748	954.11

PREVIOUS CHARGES

Total Amount Due at Last Billing 1545.95
Payment Received 04/07/11 - Thank You -1,545.95

CURRENT CHARGES

Energy Charge 729.22
Demand Charge 112.03

DEMAND:	READING	ACTUAL	BILLED
	24.400	24.400	24.400

INTEREST ON DEPOSITS -7.87
1 100W HPS RES 37 SECURITY LIGHT 11.00

OTHER CHARGES

Fuel Adjustment (-0.001240 X 7785) -9.66
Environmental Surcharge (0.04570 X 842.59) 38.51

TAXES AND FEES

School Tax (3% X 881.10) 26.43
State Tax (6% X 907.53) 54.45

Total Current Bill 954.11
Total Amount Due *Ch 450* 954.11

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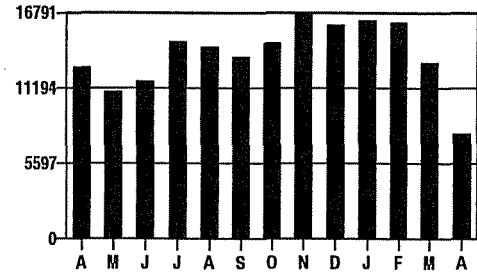
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CHANGE YOUR AIR FILTER AND SAVE MONEY. THE LITTLE THINGS ADD UP. LEARN MORE AT WWW.TOGETHERWESAVE.COM.

Average for billing Period	This Year	Last Year
Temperature	47.0	48.0
No. of Days Billed	31	31
KWH Usage per Day	249.93	409.67

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	954.11
DUE DATE	AFTER DUE DATE PAY
04/23/11	1,019.60

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Blue Grass Energy

A Touchstone Energy™ Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
03/01/11	04/01/11	80072	81738	31	04/07/11	1	[REDACTED]	1666	207.94	

PREVIOUS CHARGES

Total Amount Due at Last Billing 207.50
Payment Received 04/07/11 - ThankYou -207.50

CURRENT CHARGES

Energy Charge 178.61
Demand Charge 5.60

DEMAND:	READING	ACTUAL	BILLED
	10.720	10.720	10.720

OTHER CHARGES

Fuel Adjustment (-0.001240 X 1666) -2.07
Environmental Surcharge (0.04570 X 182.14) 8.32

TAXES AND FEES

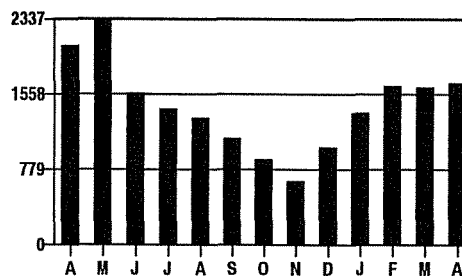
School Tax (3% X 190.46) 5.71
State Tax (6% X 196.17) 11.77

Total Current Bill 207.94
Total Amount Due 207.94

CHANGE YOUR AIR FILTER AND SAVE MONEY. THE LITTLE THINGS ADD UP. LEARN MORE AT WWW.TOGETHERWESAVE.COM.

Average for billing Period	This Year	Last Year
Temperature	47.0	48.0
No. of Days Billed	31	31
KWH Usage per Day	53.74	66.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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A Touchstone Energy™ Cooperative 
P.O. Box 990
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ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	207.94
DUE DATE	AFTER DUE DATE PAY
04/23/11	222.22

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COOLBROOK UTILITIES LLC
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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/11	03/01/11	54306	54784	28	03/07/11	1	[REDACTED]	478	79.62	

PREVIOUS CHARGES

Total Amount Due at Last Billing 140.15
Payment Received 02/25/11 - ThankYou -140.15

CURRENT CHARGES

Energy Charge 71.06

OTHER CHARGES

Fuel Adjustment (-0.002890 X 478) -1.38
Environmental Surcharge (0.04650 X 69.68) 3.24

TAXES AND FEES

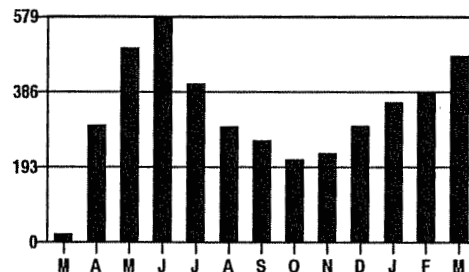
School Tax (3% X 72.92) 2.19
State Tax (6% X 75.11) 4.51

Total Current Bill 79.62
Total Amount Due 79.62

BGENERGY PROVIDES COLLEGE SCHOLARSHIPS TO HIGH SCHOOL SENIORS EACH YEAR. GO TO WWW.BGENERGY.COM FOR DETAILS, BUT HURRY-THE DEADLINE TO APPLY IS APRIL 1, 2011.

Average for billing Period	This Year	Last Year
Temperature	38.0	28.0
No. of Days Billed	28	28
KWH Usage per Day	17.07	0.67

Your Electricity Use Over The Last 13 Months



545.95

TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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Blue Grass Energy
A Touchstone EnergySM Cooperative 
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

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COOLBROOK UTILITIES LLC
PO BOX 91588
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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	79.62
DUE DATE	AFTER DUE DATE PAY
03/23/11	85.08

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BLUE GRASS ENERGY
P.O. BOX 990
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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

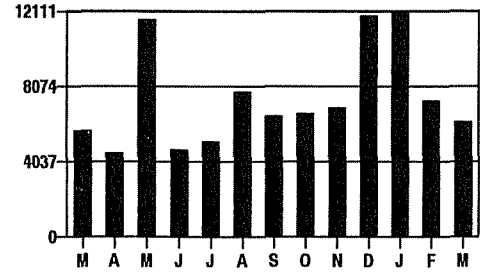
ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/11	03/01/11	31910	38053	28	03/07/11	1	[REDACTED]	6143	656.49	

PREVIOUS CHARGES	
Total Amount Due at Last Billing	2374.53
Payment Received 02/25/11 - Thank You	-2,374.53
CURRENT CHARGES	
Energy Charge	583.92
Demand Charge	9.96
DEMAND: READING ACTUAL BILLED	
11.280 11.280 11.280	
INTEREST ON DEPOSITS	-1.78
OTHER CHARGES	
Fuel Adjustment (-0.002890 X 6143)	-17.75
Environmental Surcharge (0.04650 X 576.13)	26.79
TAXES AND FEES	
School Tax (3% X 602.92)	18.09
State Tax (6% X 621.01)	37.26
Total Current Bill	656.49
Total Amount Due	656.49

BGENERGY PROVIDES COLLEGE SCHOLARSHIPS TO HIGH SCHOOL SENIORS EACH YEAR. GO TO WWW.BGENERGY.COM FOR DETAILS, BUT HURRY-THE DEADLINE TO APPLY IS APRIL 1, 2011.

Average for billing Period	This Year	Last Year
Temperature	38.0	28.0
No. of Days Billed	28	28
KWH Usage per Day	219.39	203.10

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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Blue Grass Energy
A Touchstone EnergySM Cooperative 
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	656.49
DUE DATE	AFTER DUE DATE PAY
03/23/11	701.57

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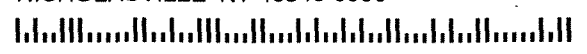
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COOLBROOK UTILITIES LLC
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LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/11	03/01/11	14398	27453	28	03/07/11	1	2 [REDACTED]	13055	1,516.78	

PREVIOUS CHARGES

Total Amount Due at Last Billing 4161.68
Payment Received 03/07/11 - ThankYou -4,161.68

CURRENT CHARGES

Energy Charge 1209.66
Demand Charge 147.59

DEMAND:	READING	ACTUAL	BILLED
	28.970	28.970	28.970

INTEREST ON DEPOSITS -3.30
1 100W HPS RES 37 SECURITY LIGHT 11.00

OTHER CHARGES

Fuel Adjustment (-0.002890 X 13092) -37.84
Environmental Surcharge (0.04650 X 1330.41) 61.86

TAXES AND FEES

School Tax (3% X 1392.27) 41.77
State Tax (6% X 1434.04) 86.04

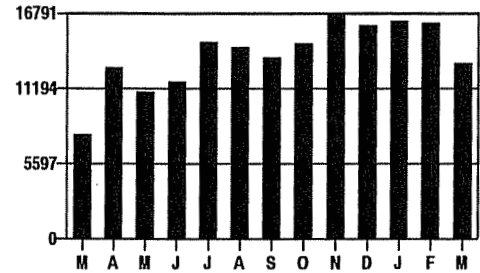
Total Current Bill 1,516.78
Total Amount Due 1,516.78

47572385 Approval Code

BGENERGY PROVIDES COLLEGE SCHOLARSHIPS TO HIGH SCHOOL SENIORS EACH YEAR. GO TO WWW.BGENERGY.COM FOR DETAILS, BUT HURRY-THE DEADLINE TO APPLY IS APRIL 1, 2011.

Average for billing Period	This Year	Last Year
Temperature	38.0	28.0
No. of Days Billed	28	28
KWH Usage per Day	466.25	276.10

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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Blue Grass Energy
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ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,516.78
DUE DATE	AFTER DUE DATE PAY
03/23/11	1,620.95

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To pay by credit card visit our web site at bgenergy.com or call our office at 888-546-4243.

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COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

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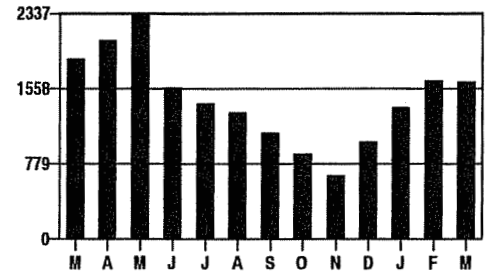
ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
[REDACTED]	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
02/01/11	03/01/11	78450	80072	28	03/07/11	1	[REDACTED]	1622	194.17

PREVIOUS CHARGES	
Total Amount Due at Last Billing	361.22
Payment Received 02/25/11 - ThankYou	-361.22
CURRENT CHARGES	
Energy Charge	174.63
OTHER CHARGES	
Fuel Adjustment (-0.002890 X 1622)	-4.69
Environmental Surcharge (0.04650 X 169.94)	7.90
TAXES AND FEES	
School Tax (3% X 177.84)	5.34
State Tax (6% X 183.18)	10.99
Total Current Bill	194.17
Total Amount Due	194.17

BGENERGY PROVIDES COLLEGE SCHOLARSHIPS TO HIGH SCHOOL SENIORS EACH YEAR. GO TO WWW.BGENERGY.COM FOR DETAILS, BUT HURRY-THE DEADLINE TO APPLY IS APRIL 1, 2011.

Average for billing Period	This Year	Last Year
Temperature	38.0	28.0
No. of Days Billed	28	28
KWH Usage per Day	57.92	66.53

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	194.17
DUE DATE	AFTER DUE DATE PAY
03/23/11	207.50

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To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	QUAIL RUN CT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
01/01/11	02/01/11	53926	54306	31	02/07/11	1		380	140.15

PREVIOUS CHARGES

otal Amount Due at Last Billing 130.43
 Payment Received 01/24/11 - ThankYou -61.88
Unpaid Balance - DUE NOW 68.55

CURRENT CHARGES

Energy Charge 62.19

OTHER CHARGES

Fuel Adjustment (-0.007620 X 380) -2.90
 Environmental Surcharge (0.10610 X 59.29) 6.29

TAXES AND FEES

School Tax (3% X 65.58) 1.97
 State Tax (6% X 67.55) 4.05

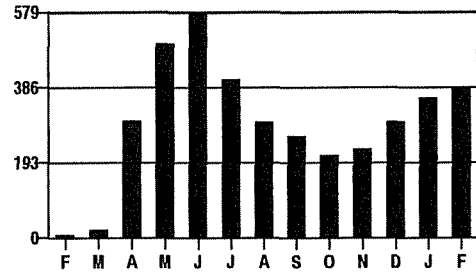
Total Current Bill 71.60
Total Amount Due 140.15

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

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Average for billing Period	This Year	Last Year
Temperature	30.0	28.0
No. of Days Billed	31	31
KWH Usage per Day	12.25	0.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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ACCOUNT NUMBER	AMOUNT DUE
	140.15
DUE DATE	AFTER DUE DATE PAY
02/23/11	145.06

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ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
01/01/11	02/01/11	24645	31910	31	02/07/11	1		7265	2,374.53

PREVIOUS CHARGES

Total Amount Due at Last Billing 2674.80
 Payment Received 01/24/11 - ThankYou -1,068.10
Unpaid Balance - DUE NOW 1,606.70

CURRENT CHARGES

Energy Charge 685.49
 Demand Charge 5.68

DEMAND:	READING	ACTUAL	BILLED
	10.730	10.730	10.730

OTHER CHARGES

Fuel Adjustment (-0.007620 X 7265) -55.36
 Environmental Surcharge (0.10610 X 635.81) 67.46

TAXES AND FEES

School Tax (3% X 703.27) 21.10
 State Tax (6% X 724.37) 43.46

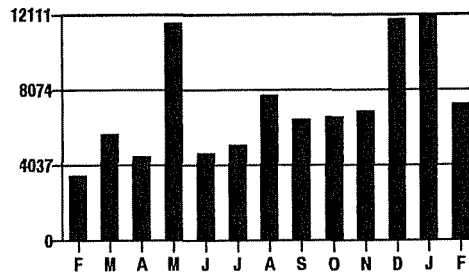
Total Current Bill 767.83
Total Amount Due 2,374.53

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

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Average for billing Period	This Year	Last Year
Temperature	30.0	28.0
No. of Days Billed	31	31
KWH Usage per Day	234.35	110.90

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
	2,374.53
DUE DATE	AFTER DUE DATE PAY
02/23/11	2,427.27

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	CLEARWATER/SEWER PLANT				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
01/01/11	02/01/11	98363	14398	31	02/07/11	1		16035	4,036.22

PREVIOUS CHARGES

Total Amount Due at Last Billing 3473.01
 Payment Received 01/24/11 - ThankYou -1,263.18
Unpaid Balance - DUE NOW 2,209.83

CURRENT CHARGES

Energy Charge 1479.44
 Demand Charge 144.40
 1 100W HPS RES 37 SECURITY LIGHT 11.00

OTHER CHARGES

Fuel Adjustment (-0.007620 X 16072) -122.47
 Environmental Surcharge (0.10610 X 1512.37) 160.46

TAXES AND FEES

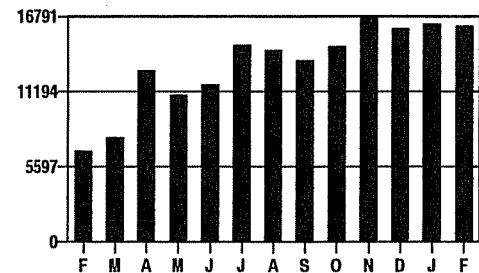
School Tax (3% X 1672.83) 50.18
 State Tax (6% X 1723.01) 103.38
Total Current Bill 1,826.39
Total Amount Due 4,036.22

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

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Average for billing Period	This Year	Last Year
Temperature	30.0	28.0
No. of Days Billed	31	31
KWH Usage per Day	517.25	216.87

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
	4,036.22
DUE DATE	AFTER DUE DATE PAY
02/23/11	4,161.68

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
01/01/11	02/01/11	76815	78450	31	02/07/11	1	[REDACTED]	1635	361.22

PREVIOUS CHARGES

Total Amount Due at Last Billing	292.37
Payment Received 01/24/11 - ThankYou	-128.42
Unpaid Balance - DUE NOW	163.95

CURRENT CHARGES

Energy Charge	175.81
---------------	--------

OTHER CHARGES

Fuel Adjustment (-0.007620 X 1635)	-12.46
Environmental Surcharge (0.10610 X 163.35)	17.33

TAXES AND FEES

School Tax (3% X 180.68)	5.42
State Tax (6% X 186.10)	11.17

Total Current Bill 197.27

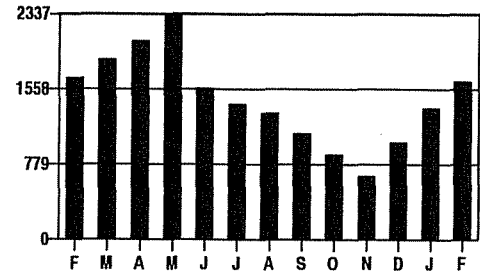
Total Amount Due 361.22

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

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Average for billing Period	This Year	Last Year
Temperature	30.0	28.0
No. of Days Billed	31	31
KWH Usage per Day	52.74	53.90

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	361.22
DUE DATE	AFTER DUE DATE PAY
02/23/11	374.77

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ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/10	01/01/11	53568	53926	31	01/07/11	1	[REDACTED]	358	126.03	

PREVIOUS CHARGES

Total Amount Due at Last Billing 117.00
 Payment Received 12/27/10 - ThankYou -55.12
Unpaid Balance - DUE NOW 61.88

CURRENT CHARGES

Energy Charge 57.93

OTHER CHARGES

Fuel Adjustment (-0.013380 X 358) -4.79
 Environmental Surcharge (0.10570 X 53.14) 5.62

TAXES AND FEES

School Tax (3% X 58.76) 1.76
 State Tax (6% X 60.52) 3.63

Total Current Bill 64.15

Total Amount Due 126.03

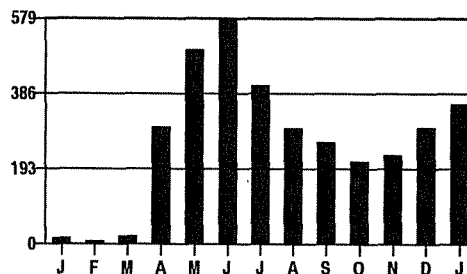
PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

Dec charge total \$ 3,113.59

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 WWW.BGENERGY.COM.

Average for billing Period	This Year	Last Year
Temperature	35.0	34.0
No. of Days Billed	31	31
KWH Usage per Day	11.54	0.45

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/10	01/01/11	12536	24645	31	01/07/11	1	[REDACTED]	12109	2,588.76	

PREVIOUS CHARGES

Total Amount Due at Last Billing 2046.73
 Payment Received 12/27/10 - ThankYou -710.53
Unpaid Balance - DUE NOW 1,336.20

CURRENT CHARGES

Energy Charge 1081.55
 Demand Charge 118.04

DEMAND:	READING	ACTUAL	BILLED
	25.760	25.760	25.760

OTHER CHARGES

Fuel Adjustment (-0.013380 X 12109) -162.02
 Environmental Surcharge (0.10570 X 1037.57) 109.67

TAXES AND FEES

School Tax (3% X 1147.24) 34.42
 State Tax (6% X 1181.66) 70.90

Total Current Bill 1,252.56

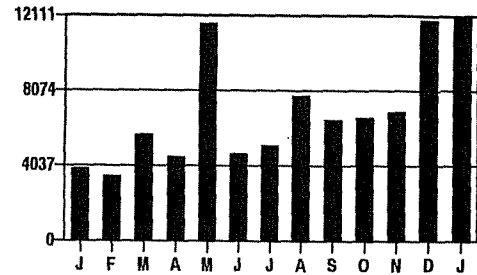
Total Amount Due 2,588.76

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

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 CALL 1-888-546-4243 OR APPLY ONLINE TODAY AT
 WWW.BGENERGY.COM.

Average for billing Period	This Year	Last Year
Temperature	35.0	34.0
No. of Days Billed	31	31
KWH Usage per Day	390.61	124.80

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	2,588.76
DUE DATE	AFTER DUE DATE PAY
01/23/11	2,674.80

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ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
12/01/10	01/01/11	82188	98363	31	01/07/11	1		16175	3,360.12

PREVIOUS CHARGES

Total Amount Due at Last Billing	3543.47
Payment Received 12/27/10 - ThankYou	-1,826.81
Unpaid Balance - DUE NOW	1,716.66

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CURRENT CHARGES

Energy Charge	1435.74
Demand Charge	131.97
DEMAND: READING ACTUAL BILLED	
	27.620 27.620 27.620

Average for billing Period	This Year	Last Year
Temperature	35.0	34.0
No. of Days Billed	31	31
KWH Usage per Day	521.77	223.83

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.013380 X 16212)	-216.92
Environmental Surcharge (0.10570 X 1361.37)	143.90

TAXES AND FEES

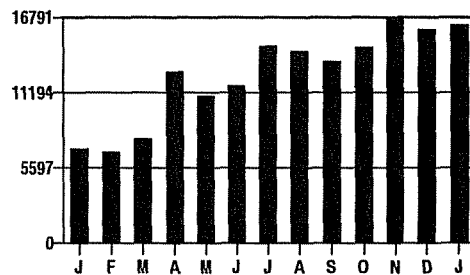
School Tax (3% X 1505.27)	45.16
State Tax (6% X 1550.43)	93.03

Total Current Bill 1,643.46

Total Amount Due 3,360.12

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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COOLBROOK UTILITIES LLC
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ACCOUNT NUMBER	AMOUNT DUE
	3,360.12
DUE DATE	AFTER DUE DATE PAY
01/23/11	3,473.01

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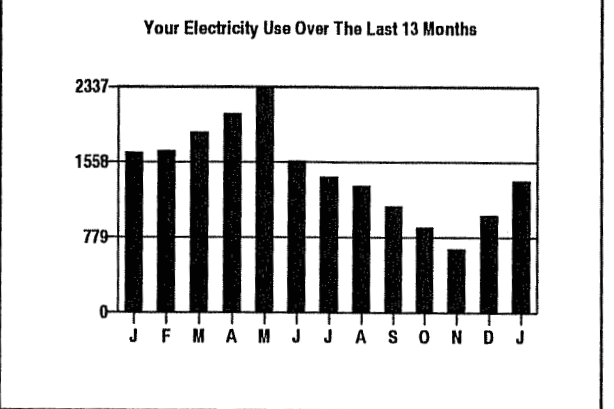
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To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/10	01/01/11	75454	76815	31	01/07/11	1	[REDACTED]	1361	281.84	

PREVIOUS CHARGES	
Total Amount Due at Last Billing	224.94
Payment Received 12/27/10 - ThankYou	-96.52
Unpaid Balance - DUE NOW	128.42
CURRENT CHARGES	
Energy Charge	145.30
OTHER CHARGES	
Fuel Adjustment (-0.013380 X 1361)	-18.21
Environmental Surcharge (0.10570 X 127.09)	13.43
TAXES AND FEES	
School Tax (3% X 140.52)	4.22
State Tax (6% X 144.74)	8.68
Total Current Bill	153.42
Total Amount Due	281.84

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CALL 1-888-546-4243 OR APPLY ONLINE TODAY AT
WWW.BGENERGY.COM.

Average for billing Period	This Year	Last Year
Temperature	35.0	34.0
No. of Days Billed	31	31
KWH Usage per Day	43.90	53.25



TYPE OF BILL

0 Regular Bill	4 Final
1 Estimated	5 Prorated
2 Estimated	6 Prorated Minimum
3 Minimum	7 Levelized

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



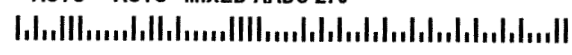
Blue Grass Energy
A Touchstone EnergySM Cooperative 
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	281.84
DUE DATE	AFTER DUE DATE PAY
01/23/11	292.37

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To pay by credit card visit our web site at bgenergy.com or call our office at 888-546-4243.

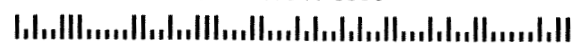
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COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
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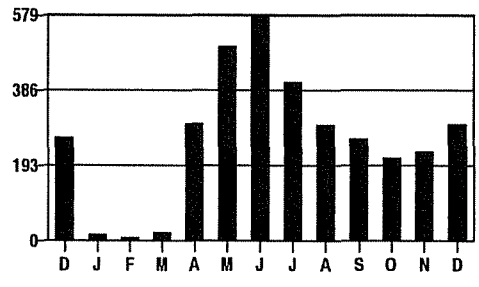
ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	QUAIL RUN CT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
11/01/10	12/01/10	53270	53568	30	12/07/10	1		298	113.03

Total Amount Due at Last Billing	110.24
Payment Received 11/12/10 - Thank You	-55.12
Unpaid Balance - DUE NOW	55.12
CURRENT CHARGES	
Energy Charge	52.70
OTHER CHARGES	
Fuel Adjustment (-0.012170 X 298)	-3.63
Environmental Surcharge (0.08090 X 49.07)	3.97
TAXES AND FEES	
School Tax (3% X 53.04)	1.59
State Tax (6% X 54.63)	3.28
Total Current Bill	57.91
Total Amount Due	113.03

KEEP YOUR LOVED ONES WARM THIS HOLIDAY SEASON WITH BLUE GRASS ENERGY GIFT CERTIFICATES.

Average for billing Period	This Year	Last Year
Temperature	48.0	48.0
No. of Days Billed	30	30
KWH Usage per Day	9.93	8.76

Your Electricity Use Over The Last 13 Months



PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

Cassidy

1,621.58 Pd 1/11/2011

Conf# 46825082

1,621.58

21st

*Arrangement # 225487
225488
225489*

pay

RATE SCHEDULE AVAILABLE UPON REQUEST # 225490

TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

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30.94

ACCOUNT NUMBER	AMOUNT DUE
	113.03
DUE DATE	AFTER DUE DATE PAY
12/23/10	117.00

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Blue Grass Energy

A Touchstone EnergySM Cooperative

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ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
11/01/10	12/01/10	685	12536	30	12/07/10	1		11851	1,960.85

PREVIOUS CHARGES

Total Amount Due at Last Billing 1462.51
Payment Received 11/12/10 - ThankYou -751.98
Unpaid Balance - DUE NOW 710.53

CURRENT CHARGES

Energy Charge 1059.08
Demand Charge 144.63

DEMAND:	READING	ACTUAL	BILLED
	29.310	29.310	29.310

OTHER CHARGES

Fuel Adjustment (-0.012170 X 11851) -144.23
Environmental Surcharge (0.08090 X 1059.48) 85.71

TAXES AND FEES

School Tax (3% X 1145.19) 34.36
State Tax (6% X 1179.55) 70.77

Total Current Bill 1,250.32

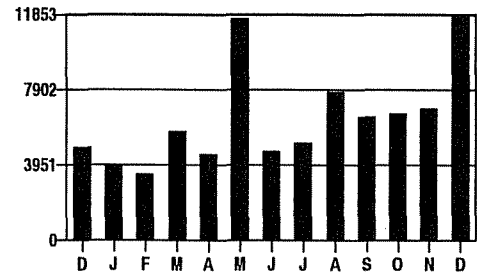
Total Amount Due 1,960.85

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

KEEP YOUR LOVED ONES WARM THIS HOLIDAY SEASON WITH BLUE GRASS ENERGY GIFT CERTIFICATES.

Average for billing Period	This Year	Last Year
Temperature	48.0	48.0
No. of Days Billed	30	30
KWH Usage per Day	395.03	161.06

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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ACCOUNT NUMBER	AMOUNT DUE
	1,960.85
DUE DATE	AFTER DUE DATE PAY
12/23/10	2,046.73

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Blue Grass Energy

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P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
11/01/10	12/01/10	66354	82188	30	12/07/10	1	[REDACTED]	15834	3,433.13	

PREVIOUS CHARGES

Total Amount Due at Last Billing 3490.76
 Payment Received 11/12/10 - Thank You -1,663.95
Unpaid Balance - DUE NOW 1,826.81

CURRENT CHARGES

Energy Charge 1406.04
 Demand Charge 137.67
 DEMAND: READING ACTUAL BILLED
 28.380 28.380 28.380
 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.012170 X 15871) -193.15
 Environmental Surcharge (0.08090 X 1361.14) 110.12

TAXES AND FEES

School Tax (3% X 1471.26) 44.14
 State Tax (6% X 1515.40) 90.92

Total Current Bill 1,606.32
Total Amount Due 3,433.13

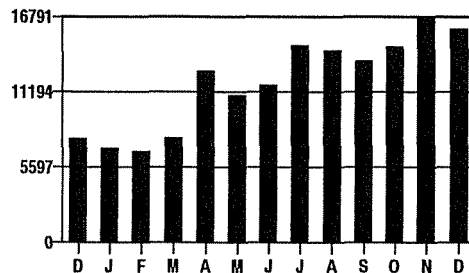
PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

\$404.85

KEEP YOUR LOVED ONES WARM THIS HOLIDAY SEASON WITH BLUE GRASS ENERGY GIFT CERTIFICATES.

Average for billing Period	This Year	Last Year
Temperature	48.0	48.0
No. of Days Billed	30	30
KWH Usage per Day	527.80	256.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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 ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	3,433.13
DUE DATE	AFTER DUE DATE PAY
12/23/10	3,543.47

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COOLBROOK UTILITIES LLC
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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
11/01/10	12/01/10	74452	75454	30	12/07/10	1	[REDACTED]	1002	216.69	

PREVIOUS CHARGES

Total Amount Due at Last Billing	219.85
Payment Received 11/12/10 - ThankYou	-123.33
Unpaid Balance - DUE NOW	96.52

CURRENT CHARGES

Energy Charge	114.02
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OTHER CHARGES

Fuel Adjustment (-0.012170 X 1002)	-12.19
Environmental Surcharge (0.08090 X 101.83)	8.24

TAXES AND FEES

School Tax (3% X 110.07)	3.30
State Tax (6% X 113.37)	6.80

Total Current Bill 120.17

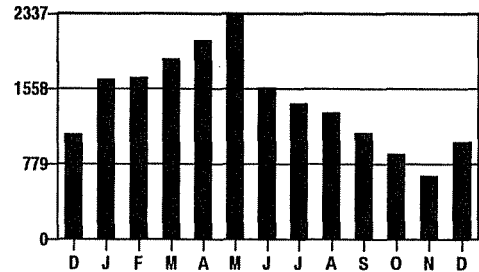
Total Amount Due 216.69

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

KEEP YOUR LOVED ONES WARM THIS HOLIDAY SEASON WITH BLUE GRASS ENERGY GIFT CERTIFICATES.

Average for billing Period	This Year	Last Year
Temperature	48.0	48.0
No. of Days Billed	30	30
KWH Usage per Day	33.40	36.13

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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64.21

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	216.69
DUE DATE	AFTER DUE DATE PAY
12/23/10	224.94

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BLUE GRASS ENERGY
P.O. BOX 990
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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
10/01/10	11/01/10	49563	66354	31	11/05/10	1	[REDACTED]	16791	3,373.34	

PREVIOUS CHARGES

Total Amount Due at Last Billing 3231.05
 Payment Received 10/08/10 - ThankYou -1,567.10
Unpaid Balance - DUE NOW 1,663.95

CURRENT CHARGES

Energy Charge 1489.40
 Demand Charge 106.13
 1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.006960 X 16828) -117.13
 Environmental Surcharge (0.05150 X 1488.98) 76.68

TAXES AND FEES

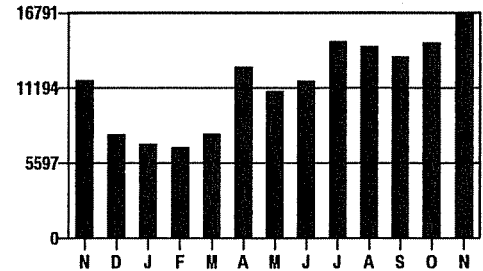
School Tax (3% X 1565.66) 46.97
 State Tax (6% X 1612.63) 96.76
Total Current Bill 1,709.39
Total Amount Due 3,373.34

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

12 DAYS OF GIVING-BGENERGY WILL COLLECT TOYS, NON-PERISHABLE FOOD ITEMS AND MONETARY DONATIONS DEC 1-16 TO BENEFIT LOCAL CHARITIES THIS HOLIDAY SEASON. LET'S HELP OUR COMMUNITIES!

Average for billing Period	This Year	Last Year
Temperature	58.0	53.0
No. of Days Billed	31	31
KWH Usage per Day	541.64	377.51

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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 A Touchstone EnergySM Cooperative 
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 Nicholasville KY 40340-0990
 ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	3,373.34
DUE DATE	AFTER DUE DATE PAY
11/23/10	3,490.76

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COOLBROOK UTILITIES LLC
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922

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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
[REDACTED]	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
10/01/10	11/01/10	93793	685	31	11/05/10	1	[REDACTED]	6892	1,416.84

PREVIOUS CHARGES

Total Amount Due at Last Billing 1448.46
 Payment Received 10/21/10 - ThankYou -696.48
Unpaid Balance - DUE NOW 751.98

CURRENT CHARGES

Energy Charge 627.10

OTHER CHARGES

Fuel Adjustment (-0.006960 X 6892) -47.97
 Environmental Surcharge (0.05150 X 579.13) 29.83

TAXES AND FEES

School Tax (3% X 608.96) 18.27
 State Tax (6% X 627.23) 37.63

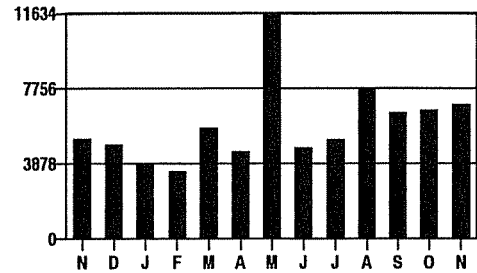
Total Current Bill 664.86
Total Amount Due 1,416.84

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

12 DAYS OF GIVING-BGENERGY WILL COLLECT TOYS, NON-PERISHABLE FOOD ITEMS AND MONETARY DONATIONS DEC 1-16 TO BENEFIT LOCAL CHARITIES THIS HOLIDAY SEASON. LET'S HELP OUR COMMUNITIES!

Average for billing Period	This Year	Last Year
Temperature	58.0	53.0
No. of Days Billed	31	31
KWH Usage per Day	222.32	165.19

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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 ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,416.84
DUE DATE	AFTER DUE DATE PAY
11/23/10	1,462.51

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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
10/01/10	11/01/10	53043	53270	31	11/05/10	1	[REDACTED]	227	106.70	

PREVIOUS CHARGES

Total Amount Due at Last Billing 114.96
 Payment Received 10/21/10 - Thank You -59.84
Unpaid Balance - DUE NOW 55.12

CURRENT CHARGES

Energy Charge 46.51

OTHER CHARGES

Fuel Adjustment (-0.006960 X 227) -1.58
 Environmental Surcharge (0.05150 X 44.93) 2.31

TAXES AND FEES

School Tax (3% X 47.24) 1.42
 State Tax (6% X 48.66) 2.92

Total Current Bill 51.58

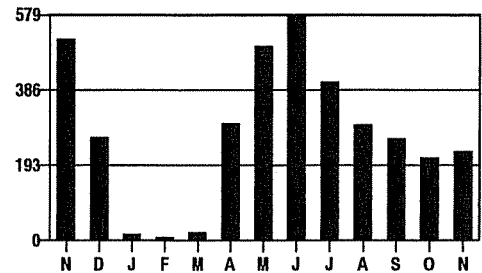
Total Amount Due 106.70

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

12 DAYS OF GIVING-BGENERGY WILL COLLECT TOYS, NON-PERISHABLE FOOD ITEMS AND MONETARY DONATIONS DEC 1-16 TO BENEFIT LOCAL CHARITIES THIS HOLIDAY SEASON. LET'S HELP OUR COMMUNITIES!

Average for billing Period	This Year	Last Year
Temperature	58.0	53.0
No. of Days Billed	31	31
KWH Usage per Day	7.32	16.61

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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 A Touchstone EnergySM Cooperative 
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 Nicholasville KY 40340-0990
 ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	106.70
DUE DATE	AFTER DUE DATE PAY
11/23/10	110.24

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COOLBROOK UTILITIES LLC
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Blue Grass Energy

A Touchstone EnergySM Cooperative



P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
10/01/10	11/01/10	73804	74452	31	11/05/10	1	[REDACTED]	648	213.65	

PREVIOUS CHARGES

Total Amount Due at Last Billing	268.79
Payment Received 10/21/10 - ThankYou	-145.46
Unpaid Balance - DUE NOW	123.33

CURRENT CHARGES

Energy Charge	83.19
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OTHER CHARGES

Fuel Adjustment (-0.006960 X 648)	-4.51
Environmental Surcharge (0.05150 X 78.68)	4.05

TAXES AND FEES

School Tax (3% X 82.73)	2.48
State Tax (6% X 85.21)	5.11

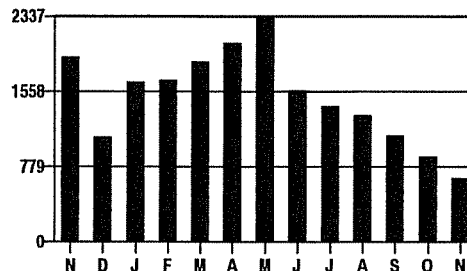
Total Current Bill	90.32
Total Amount Due	213.65

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

12 DAYS OF GIVING-BGENERGY WILL COLLECT TOYS, NON-PERISHABLE FOOD ITEMS AND MONETARY DONATIONS DEC 1-16 TO BENEFIT LOCAL CHARITIES THIS HOLIDAY SEASON. LET'S HELP OUR COMMUNITIES!

Average for billing Period	This Year	Last Year
Temperature	58.0	53.0
No. of Days Billed	31	31
KWH Usage per Day	20.90	61.41

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



Blue Grass Energy
A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	213.65
DUE DATE	AFTER DUE DATE PAY
11/23/10	219.85

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To pay by credit card visit our web site at bgenenergy.com or call our office at 888-546-4243.

AUTO **AUTOMIXED AADC 270



COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone EnergySM Cooperative

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
[REDACTED]	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	QUAIL RUN CT/MOP				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
09/01/10	10/01/10	52832	53043	30	10/07/10	1	[REDACTED]	211	111.42

PREVIOUS CHARGES

Unpaid Balance - DUE NOW **59.84**

CURRENT CHARGES

Energy Charge **45.12**

OTHER CHARGES

Fuel Adjustment (-0.004710 X 211) **-0.99**

Environmental Surcharge (0.07050 X 44.13) **3.11**

TAXES AND FEES

School Tax (3% X 47.24) **1.42**

State Tax (6% X 48.66) **2.92**

Total Current Bill 51.58

Total Amount Due 111.42

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

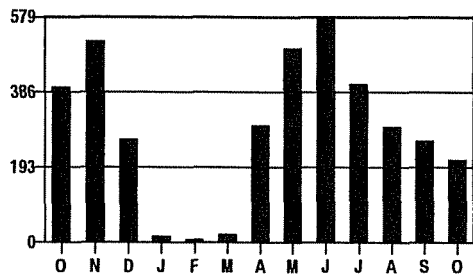
59.84
696.48
145.46

901.78 Bank Pd
10/21/10
901.78

CELEBRATE NATIONAL COOPERATIVE MONTH WITH BGENERGY. GET A FREE CFL BULB WHEN YOU PAY YOUR BILL AT ANY OFFICE ON FLORESCENT FRIDAYS IN OCTOBER.

Average for billing Period	This Year	Last Year
Temperature	70.0	66.0
No. of Days Billed	30	30
KWH Usage per Day	7.03	13.23

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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Blue Grass Energy
A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	111.42
DUE DATE	AFTER DUE DATE PAY
10/23/10	114.96

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COOLBROOK UTILITIES LLC
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LOUISVILLE KY 40291-0588


918 5

BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990





Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
09/01/10	10/01/10	87181	93793	30	10/07/10	1	[REDACTED]	6612	1,400.13	

PREVIOUS CHARGES

Total Amount Due at Last Billing	1582.12
Payment Received 09/22/10 - ThankYou	-885.64
Unpaid Balance - DUE NOW	696.48

CURRENT CHARGES

Energy Charge	602.71		
Demand Charge	30.48		
DEMAND:	READING	ACTUAL	BILLED
	14.070	14.070	14.070

OTHER CHARGES

Fuel Adjustment (-0.004710 X 6612)	-31.14
Environmental Surcharge (0.07050 X 602.05)	42.44

TAXES AND FEES

School Tax (3% X 644.49)	19.33
State Tax (6% X 663.82)	39.83

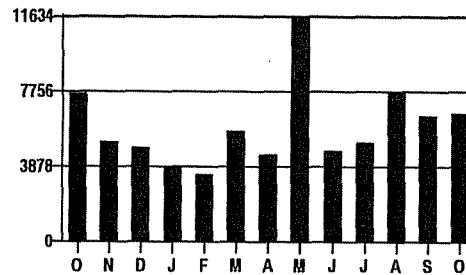
Total Current Bill	703.65
Total Amount Due	1,400.13

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

CELEBRATE NATIONAL COOPERATIVE MONTH WITH BGENERGY. GET A FREE CFL BULB WHEN YOU PAY YOUR BILL AT ANY OFFICE ON FLORESCENT FRIDAYS IN OCTOBER.

Average for billing Period	This Year	Last Year
Temperature	70.0	66.0
No. of Days Billed	30	30
KWH Usage per Day	220.40	253.60

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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Blue Grass Energy
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Nicholasville KY 40340-0990
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COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

918

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,400.13
DUE DATE	AFTER DUE DATE PAY
10/23/10	1,448.46

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone Energy™ Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
09/01/10	10/01/10	35043	49563	30	10/07/10	1	[REDACTED]	14520	3,124.10	

PREVIOUS CHARGES

Unpaid Balance - DUE NOW **1,567.10**

CURRENT CHARGES

Energy Charge **1291.58**

Demand Charge **98.57**

DEMAND:	READING	ACTUAL	BILLED
	23.160	23.160	23.160

100W HPS RES 37 SECURITY LIGHT **10.58**

OTHER CHARGES

Fuel Adjustment (-0.004710 X 14557) **-68.56**

Environmental Surcharge (0.07050 X 1332.17) **93.92**

TAXES AND FEES

School Tax (3% X 1426.09) **42.78**

State Tax (6% X 1468.87) **88.13**

Total Current Bill 1,557.00

Total Amount Due 3,124.10

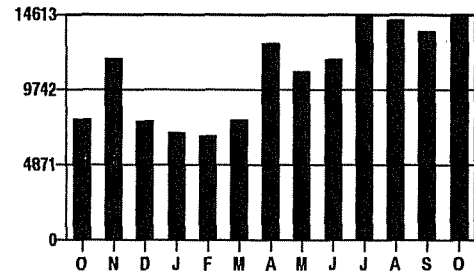
PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

*Pd 10/8/10
Bank Check
1567.10*

CELEBRATE NATIONAL COOPERATIVE MONTH WITH BGENERGY. GET A FREE CFL BULB WHEN YOU PAY YOUR BILL AT ANY OFFICE ON FLORESCENT FRIDAYS IN OCTOBER.

Average for billing Period	This Year	Last Year
Temperature	70.0	66.0
No. of Days Billed	30	30
KWH Usage per Day	484.00	260.33

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	3,124.10
DUE DATE	AFTER DUE DATE PAY
10/23/10	3,231.05

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COOLBROOK UTILITIES LLC
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918

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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
09/01/10	10/01/10	72930	73804	30	10/07/10	1	[REDACTED]	874	260.87	

PREVIOUS CHARGES

Total Amount Due at Last Billing	313.15
Payment Received 09/22/10 - Thank You	-167.69
Unpaid Balance - DUE NOW	145.46

CURRENT CHARGES

Energy Charge	102.87
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OTHER CHARGES

Fuel Adjustment (-0.004710 X 874)	-4.12
Environmental Surcharge (0.07050 X 98.75)	6.96

TAXES AND FEES

School Tax (3% X 105.71)	3.17
State Tax (6% X 108.88)	6.53

Total Current Bill 115.41

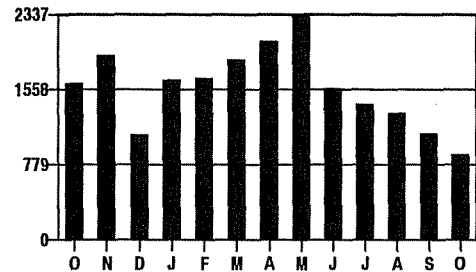
Total Amount Due 260.87

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

CELEBRATE NATIONAL COOPERATIVE MONTH WITH BGENERGY. GET A FREE CFL BULB WHEN YOU PAY YOUR BILL AT ANY OFFICE ON FLORESCENT FRIDAYS IN OCTOBER.

Average for billing Period	This Year	Last Year
Temperature	70.0	66.0
No. of Days Billed	30	30
KWH Usage per Day	29.13	53.93

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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P.O. Box 990
Nicholasville KY 40340-0990
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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	260.87
DUE DATE	AFTER DUE DATE PAY
10/23/10	268.79

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PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
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NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

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P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
08/01/10	09/01/10	80720	87181	31	09/07/10	1	[REDACTED]	6461	1,537.36	

PREVIOUS CHARGES

Unpaid Balance - DUE NOW

885.64

CURRENT CHARGES

Energy Charge 589.56

OTHER CHARGES

Fuel Adjustment (-0.004280 X 6461) -27.65

Environmental Surcharge (0.06230 X 561.91) 35.01

TAXES AND FEES

School Tax (3% X 596.92) 17.91

State Tax (6% X 614.83) 36.89

Total Current Bill 651.72

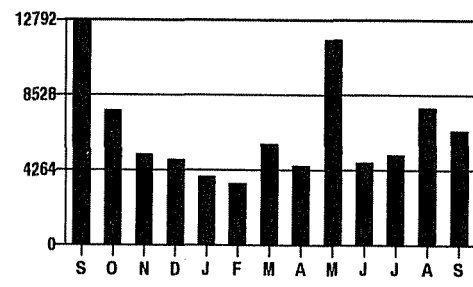
Total Amount Due 1,537.36

696.48

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL BGENERGY OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	78.0	73.0
No. of Days Billed	31	31
KWH Usage per Day	208.41	412.61

Your Electricity Use Over The Last 13 Months



PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

\$ 651.72
56.00
1466.37
136.11

21310.20

Casey
Brisce
1466.37 10/8
843.83 10/22
901.78 Pd 10/21/10

TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

703.65

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,537.36
DUE DATE	AFTER DUE DATE PAY
09/23/10	1,582.12

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AUTO **AUTOMIXED AADC 270



COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	[REDACTED]	KWH USAGE	AMOUNT DUE	
08/01/10	09/01/10	52572	52832	31	09/07/10	1	[REDACTED]	260	56.00	

PREVIOUS CHARGES

Total Amount Due at Last Billing 60.57
Payment Received 09/03/10 - Thank You -60.57

CURRENT CHARGES

Energy Charge 49.39

OTHER CHARGES

Fuel Adjustment (-0.004280 X 260) -1.11
Environmental Surcharge (0.06230 X 48.28) 3.01

TAXES AND FEES

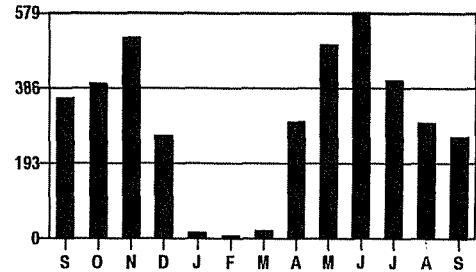
School Tax (3% X 51.29) 1.54
State Tax (6% X 52.83) 3.17

Total Current Bill 56.00
Total Amount Due 56.00

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL BGENERGY OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	78.0	73.0
No. of Days Billed	31	31
KWH Usage per Day	8.38	11.58

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

57.58

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	56.00
DUE DATE	AFTER DUE DATE PAY
09/23/10	59.84

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NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone EnergySM Cooperative

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
08/01/10	09/01/10	21557	35043	31	09/07/10	1	[REDACTED]	13486	1,466.37	

PREVIOUS CHARGES

Total Amount Due at Last Billing 1542.14
Payment Received 09/03/10 - ThankYou -1,542.14

CURRENT CHARGES

Energy Charge 1201.51
Demand Charge 110.10

DEMAND:	READING	ACTUAL	BILLED
	24.700	24.700	24.700

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.004280 X 13523) -57.88
Environmental Surcharge (0.06230 X 1264.31) 78.77

TAXES AND FEES

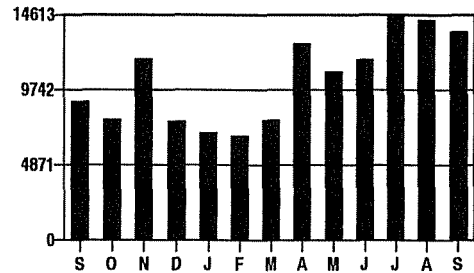
School Tax (3% X 1343.08) 40.29
State Tax (6% X 1383.37) 83.00

Total Current Bill 1,466.37
Total Amount Due 1,466.37

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL BGENERGY OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	78.0	73.0
No. of Days Billed	31	31
KWH Usage per Day	435.03	288.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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Blue Grass Energy
A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

1,557.00

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,466.37
DUE DATE	AFTER DUE DATE PAY
09/23/10	1,567.10

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Please note changes on the reverse side.

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BLUE GRASS ENERGY
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Blue Grass Energy

A Touchstone EnergySM Cooperative



P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
08/01/10	09/01/10	71836	72930	31	09/07/10	1	[REDACTED]	1094	303.80	

PREVIOUS CHARGES

Unpaid Balance - DUE NOW

167.69

CURRENT CHARGES

Energy Charge 122.04

OTHER CHARGES

Fuel Adjustment (-0.004280 X 1094) -4.68

Environmental Surcharge (0.06230 X 117.36) 7.31

TAXES AND FEES

School Tax (3% X 124.67) 3.74

State Tax (6% X 128.41) 7.70

Total Current Bill 136.11

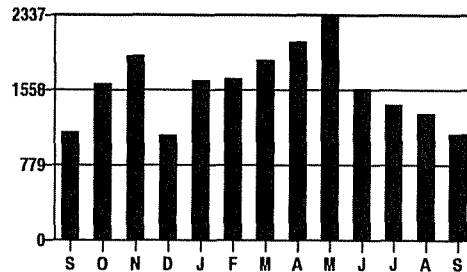
Total Amount Due 303.80

PREVIOUS UNPAID BALANCE IS SUBJECT TO IMMEDIATE DISCONNECTION

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL BGENERGY OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	78.0	73.0
No. of Days Billed	31	31
KWH Usage per Day	35.29	35.83

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

\$ 145.46

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY00400G



Blue Grass Energy
A Touchstone EnergySM Cooperative
P.O. Box 990
Nicholasville KY 40340-0990
ADDRESS SERVICE REQUESTED

\$ 115.41

ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	303.80
DUE DATE	AFTER DUE DATE PAY
09/23/10	313.15

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To pay by credit card visit our web site at bgenenergy.com or call our office at 888-546-4243.

****AUTO **AUTO**MIXED AADC 270**



COOLBROOK UTILITIES LLC
PO BOX 91588
LOUISVILLE KY 40291-0588

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BLUE GRASS ENERGY
P.O. BOX 990
NICHOLASVILLE KY 40340-0990



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Blue Grass Energy

A Touchstone Energy™ Cooperative

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

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ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	QUAIL RUN CT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
07/01/10	08/01/10	52276	52572	31	08/06/10	1	[REDACTED]	296	56.68	

PREVIOUS CHARGES

Total Amount Due at Last Billing *Jennifer or* 72.43
 Payment Received 07/28/10 - Thank You *Bobby McCullen* -72.43

CURRENT CHARGES

Energy Charge 52.52

OTHER CHARGES

Fuel Adjustment (-0.011300 X 296) *888-546-4243* -3.34

Environmental Surcharge (0.05560 X 49.18) 2.73

TAXES AND FEES

School Tax (3% X 51.91) *Total due 2656.04* 1.56

State Tax (6% X 53.47) *Pd today 1602.71* 3.21

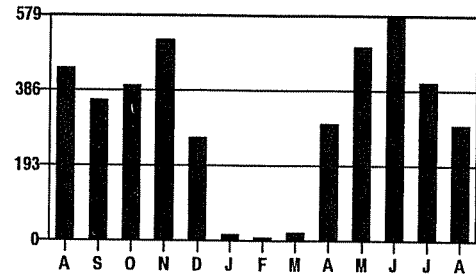
Total Current Bill 56.68

Total Amount Due *due on 885.64* 56.68

GO TO WWW.BGENERGY.COM TO VIEW OR PAY YOUR BILL ONLINE,
GET ENERGY-SAVING TIPS AND FUN ACTIVITIES FOR THE KIDS.

Average for billing Period	This Year	Last Year
Temperature	79.0	72.0
No. of Days Billed	31	31
KWH Usage per Day	9.54	14.25

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ADDRESS SERVICE REQUESTED

Pd balance of \$1,053.33

Comp # 45820260

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	56.68
DUE DATE	AFTER DUE DATE PAY
08/23/10	60.57

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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
07/01/10	08/01/10	7313	21557	31	08/06/10	1	[REDACTED]	14244	1,443.02	

PREVIOUS CHARGES

Total Amount Due at Last Billing 1482.63
Payment Received 07/28/10 - ThankYou -1,482.63

CURRENT CHARGES

Energy Charge 1267.53
Demand Charge 135.34

DEMAND:	READING	ACTUAL	BILLED
	28.070	28.070	28.070

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.011300 X 14281) -161.38
Environmental Surcharge (0.05560 X 1252.07) 69.62

TAXES AND FEES

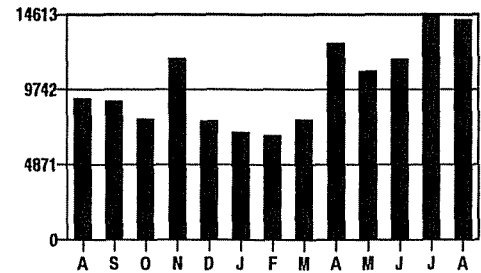
School Tax (3% X 1321.69) 39.65
State Tax (6% X 1361.34) 81.68

Total Current Bill 1,443.02
Total Amount Due 1,443.02

GO TO WWW.BGENERGY.COM TO VIEW OR PAY YOUR BILL ONLINE,
GET ENERGY-SAVING TIPS AND FUN ACTIVITIES FOR THE KIDS.

Average for billing Period	This Year	Last Year
Temperature	79.0	72.0
No. of Days Billed	31	31
KWH Usage per Day	459.48	294.06

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	1,443.02
DUE DATE	AFTER DUE DATE PAY
08/23/10	1,542.14

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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
07/01/10	08/01/10	72968	80720	31	08/06/10	1	[REDACTED]	7752	828.72	

PREVIOUS CHARGES

Total Amount Due at Last Billing 512.78
Payment Received 07/28/10 - Thank You -512.78

CURRENT CHARGES

Energy Charge 702.02
Demand Charge 104.64

DEMAND:	READING	ACTUAL	BILLED
	23.970	23.970	23.970

OTHER CHARGES

Fuel Adjustment (-0.011300 X 7752) -87.60
Environmental Surcharge (0.05560 X 719.06) 39.98

TAXES AND FEES

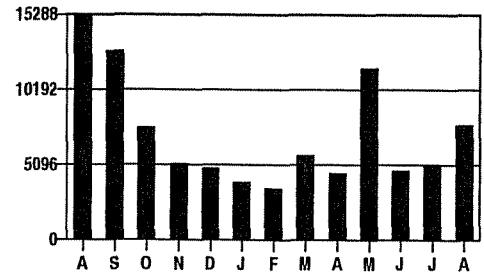
School Tax (3% X 759.04) 22.77
State Tax (6% X 781.81) 46.91

Total Current Bill 828.72
Total Amount Due 828.72

GO TO WWW.BGENERGY.COM TO VIEW OR PAY YOUR BILL ONLINE,
GET ENERGY-SAVING TIPS AND FUN ACTIVITIES FOR THE KIDS.

Average for billing Period	This Year	Last Year
Temperature	79.0	72.0
No. of Days Billed	31	31
KWH Usage per Day	250.06	493.12

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
[REDACTED]	828.72
DUE DATE	AFTER DUE DATE PAY
08/23/10	885.64

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Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
07/01/10	08/01/10	70529	71836	31	08/06/10	1		1307	156.92

PREVIOUS CHARGES

Total Amount Due at Last Billing 165.75
Payment Received 07/28/10 - Thank You -165.75

CURRENT CHARGES

Energy Charge 140.59
Demand Charge 10.34

DEMAND:	READING	ACTUAL	BILLED
	11.380	11.380	11.380

OTHER CHARGES

Fuel Adjustment (-0.011300 X 1307) -14.77
Environmental Surcharge (0.05560 X 136.16) 7.57

TAXES AND FEES

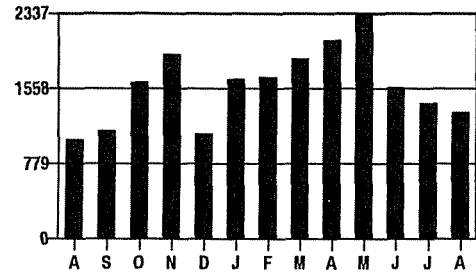
School Tax (3% X 143.73) 4.31
State Tax (6% X 148.04) 8.88

Total Current Bill 156.92
Total Amount Due 156.92

GO TO WWW.BGENERGY.COM TO VIEW OR PAY YOUR BILL ONLINE, GET ENERGY-SAVING TIPS AND FUN ACTIVITIES FOR THE KIDS.

Average for billing Period	This Year	Last Year
Temperature	79.0	72.0
No. of Days Billed	31	31
KWH Usage per Day	42.16	32.90

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

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ACCOUNT NUMBER	AMOUNT DUE
	156.92
DUE DATE	AFTER DUE DATE PAY
08/23/10	167.69

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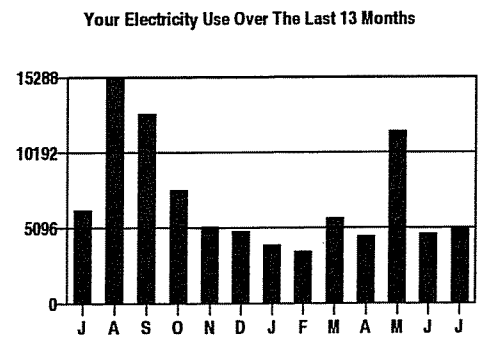
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To Report an Outage: (888) 655-4243

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
06/01/10	07/01/10	67872	72968	30	07/07/10	1	[REDACTED]	5096	479.82

PREVIOUS CHARGES	
Total Amount Due at Last Billing	562.12
Payment Received 06/23/10 - ThankYou	-562.12
CURRENT CHARGES	
Energy Charge	470.65
OTHER CHARGES	
Fuel Adjustment (-0.013920 X 5096)	-70.94
Environmental Surcharge (0.09950 X 399.71)	39.77
TAXES AND FEES	
School Tax (3% X 439.48)	13.18
State Tax (6% X 452.66)	27.16
Total Current Bill	479.82
Total Amount Due	479.82

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Average for billing Period	This Year	Last Year
Temperature	77.0	73.0
No. of Days Billed	30	30
KWH Usage per Day	169.86	208.50




- TYPE OF BILL
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized

*Pd 7/26/10
Ch # 1330
2233.59*



Blue Grass Energy

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To Report an Outage: (888) 655-4243

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2000

ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
06/01/10	07/01/10	92700	7313	30	07/07/10	1	[REDACTED]	14613	1,387.98

PREVIOUS CHARGES

Total Amount Due at Last Billing	1244.92
Payment Received 06/23/10 - Thank You	-1,354.15
Previous Credit Balance	-109.23

GET PAID FOR HELPING THE ENVIRONMENT. FIND OUT MORE AT
WWW.SIMPLESAVER.COOP.

CURRENT CHARGES

Energy Charge	1299.68
Demand Charge	140.89
1 100W HPS RES 37 SECURITY LIGHT	10.58

DEMAND:	READING	ACTUAL	BILLED
	28.810	28.810	28.810

Average for billing Period	This Year	Last Year
Temperature	77.0	73.0
No. of Days Billed	30	30
KWH Usage per Day	487.10	330.06

OTHER CHARGES

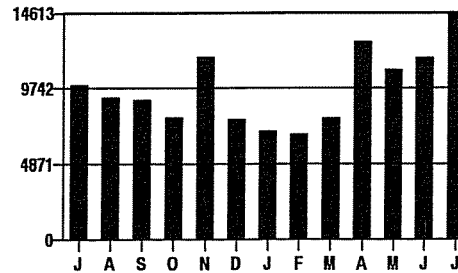
Fuel Adjustment (-0.013920 X 14650)	-203.93
Environmental Surcharge (0.09950 X 1247.22)	124.10

TAXES AND FEES

School Tax (3% X 1371.32)	41.14
State Tax (6% X 1412.46)	84.75

Total Current Bill 1,497.21
Total Amount Due 1,387.98

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST


PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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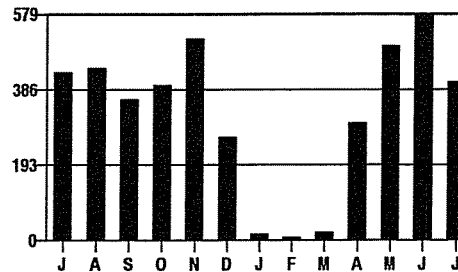
ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
06/01/10	07/01/10	51870	52276	30	07/07/10	1	[REDACTED]	406	67.78

PREVIOUS CHARGES	
Total Amount Due at Last Billing	83.44
Payment Received 06/23/10 - Thank You	-83.44
CURRENT CHARGES	
Energy Charge	62.11
OTHER CHARGES	
Fuel Adjustment (-0.013920 X 406)	-5.65
Environmental Surcharge (0.09950 X 56.46)	5.62
TAXES AND FEES	
School Tax (3% X 62.08)	1.86
State Tax (6% X 63.94)	3.84
Total Current Bill	67.78
Total Amount Due	67.78

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WWW.SIMPLESAVER.COOP.

Average for billing Period	This Year	Last Year
Temperature	77.0	73.0
No. of Days Billed	30	30
KWH Usage per Day	13.53	14.33

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized


RATE SCHEDULE AVAILABLE UPON REQUEST

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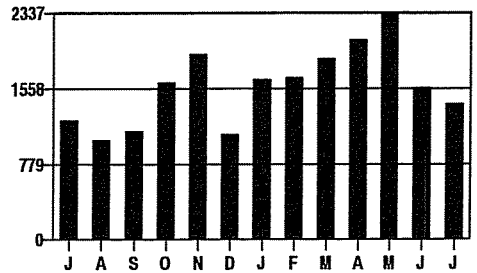
ACCOUNT NUMBER		ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
06/01/10	07/01/10	69129	70529	30	07/07/10	1	[REDACTED]	1400	155.10

PREVIOUS CHARGES	
Total Amount Due at Last Billing	169.91
Payment Received 06/23/10 - ThankYou	-169.91
CURRENT CHARGES	
Energy Charge	148.69
OTHER CHARGES	
Fuel Adjustment (-0.013920 X 1400)	-19.49
Environmental Surcharge (0.09950 X 129.20)	12.86
TAXES AND FEES	
School Tax (3% X 142.06)	4.26
State Tax (6% X 146.32)	8.78
Total Current Bill	155.10
Total Amount Due	155.10

GET PAID FOR HELPING THE ENVIRONMENT. FIND OUT MORE AT WWW.SIMPLESAVER.COOP.

Average for billing Period	This Year	Last Year
Temperature	77.0	73.0
No. of Days Billed	30	30
KWH Usage per Day	46.66	40.90

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

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To Report an Outage: (888) 655-4243

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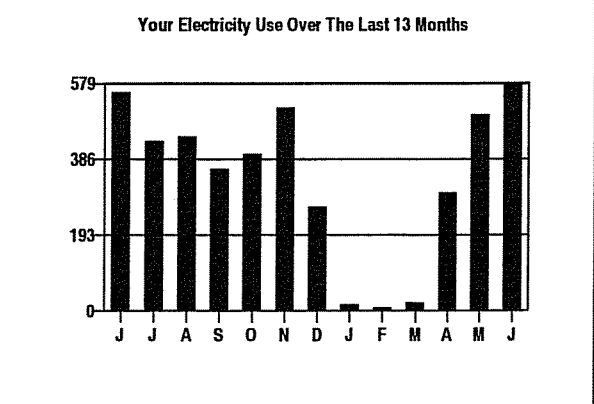
ACCOUNT NUMBER	ACCOUNT NAME				RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]	COOLBROOK UTILITIES LLC				21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
05/01/10	06/01/10	51291	51870	31	06/07/10	1	[REDACTED]	579	83.44	

PREVIOUS CHARGES	
Total Amount Due at Last Billing	77.15
Payment Received 05/24/10 - ThankYou	-77.15
CURRENT CHARGES	
Energy Charge	77.18
OTHER CHARGES	
Fuel Adjustment (-0.015130 X 579)	-8.76
Environmental Surcharge (0.11700 X 68.42)	8.01
TAXES AND FEES	
School Tax (3% X 76.43)	2.29
State Tax (6% X 78.72)	4.72
Total Current Bill	83.44
Total Amount Due	83.44

Pd 6/22/10
Ch# 1310
\$ 2169.62

TAKE YOUR CO-OP CONNECTIONS CARD ON THE ROAD THIS SUMMER-
USE IT LOCALLY AND NATIONWIDE. GET YOUR CARD WITH
PRESCRIPTION DISCOUNTS AT ANY BGENERGY OFFICE.

Average for billing Period	This Year	Last Year
Temperature	67.0	65.0
No. of Days Billed	31	31
KWH Usage per Day	18.67	17.90



- TYPE OF BILL
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

1246
1992



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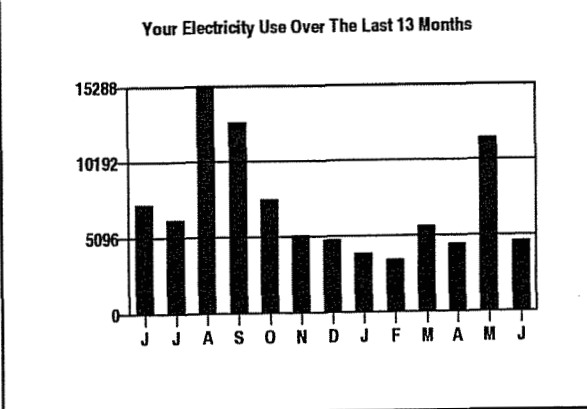
For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
05/01/10	06/01/10	63222	67872	31	06/07/10	1	[REDACTED]	4650	562.12	

PREVIOUS CHARGES				
Total Amount Due at Last Billing				1229.53
Payment Received 05/24/10 - ThankYou				-1,229.53
CURRENT CHARGES				
Energy Charge				431.80
Demand Charge				99.47
	DEMAND:	READING	ACTUAL	BILLED
		23.280	23.280	23.280
OTHER CHARGES				
Fuel Adjustment (-0.015130 X 4650)				-70.35
Environmental Surcharge (0.11700 X 460.92)				53.93
TAXES AND FEES				
School Tax (3% X 514.85)				15.45
State Tax (6% X 530.30)				31.82
Total Current Bill				562.12
Total Amount Due				562.12

TAKE YOUR CO-OP CONNECTIONS CARD ON THE ROAD THIS SUMMER-
USE IT LOCALLY AND NATIONWIDE. GET YOUR CARD WITH
PRESCRIPTION DISCOUNTS AT ANY BGENERGY OFFICE.

Average for billing Period	This Year	Last Year
Temperature	67.0	65.0
No. of Days Billed	31	31
KWH Usage per Day	150.00	235.45




- TYPE OF BILL**
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

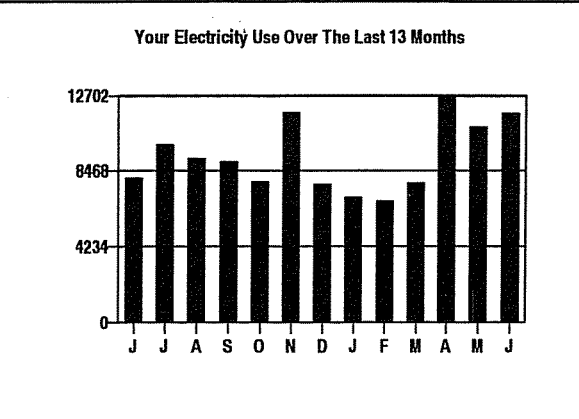
1247
1992

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
05/01/10	06/01/10	81036	92700	31	06/07/10	1	[REDACTED]	11664	1,244.92

PREVIOUS CHARGES			
Total Amount Due at Last Billing			1189.70
Payment Received 05/24/10 - Thank You			-1,189.70
CURRENT CHARGES			
Energy Charge			1042.79
Demand Charge			144.48
	DEMAND:	READING	ACTUAL
		29.290	29.290
1 100W HPS RES 37 SECURITY LIGHT			10.58
OTHER CHARGES			
Fuel Adjustment (-0.015130 X 11701)			-177.04
Environmental Surcharge (0.11700 X 1020.81)			119.43
TAXES AND FEES			
School Tax (3% X 1140.24)			34.21
State Tax (6% X 1174.45)			70.47
Total Current Bill			1,244.92
Total Amount Due			1,244.92

TAKE YOUR CO-OP CONNECTIONS CARD ON THE ROAD THIS SUMMER-
USE IT LOCALLY AND NATIONWIDE. GET YOUR CARD WITH
PRESCRIPTION DISCOUNTS AT ANY BGENERGY OFFICE.

Average for billing Period	This Year	Last Year
Temperature	67.0	65.0
No. of Days Billed	31	31
KWH Usage per Day	376.25	258.51




TYPE OF BILL

0 Regular Bill	4 Final
1 Estimated	5 Prorated
2 Estimated	6 Prorated Minimum
3 Minimum	7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



Blue Grass Energy

A Touchstone EnergySM Cooperative 

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To Report an Outage: (888) 655-4243

1248
1992

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
05/01/10	06/01/10	67565	69129	31	06/07/10	1	[REDACTED]	1564	169.91	

PREVIOUS CHARGES

Total Amount Due at Last Billing 247.80
Payment Received 05/24/10 - ThankYou -247.80

CURRENT CHARGES

Energy Charge 162.98

OTHER CHARGES

Fuel Adjustment (-0.015130 X 1564) -23.66
Environmental Surcharge (0.11700 X 139.32) 16.30

TAXES AND FEES

School Tax (3% X 155.62) 4.67
State Tax (6% X 160.29) 9.62

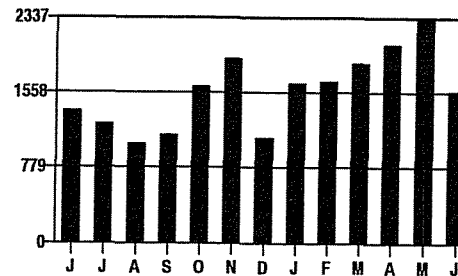
Total Current Bill 169.91

Total Amount Due 169.91

TAKE YOUR CO-OP CONNECTIONS CARD ON THE ROAD THIS SUMMER-
USE IT LOCALLY AND NATIONWIDE. GET YOUR CARD WITH
PRESCRIPTION DISCOUNTS AT ANY BGENERGY OFFICE.

Average for billing Period	This Year	Last Year
Temperature	67.0	65.0
No. of Days Billed	31	31
KWH Usage per Day	50.45	43.80

Your Electricity Use Over The Last 13 Months




TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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1249
1996

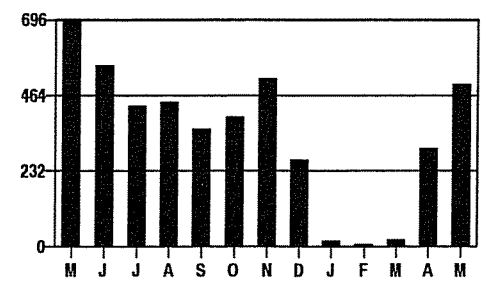
ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	QUAIL RUN CT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
04/01/10	05/01/10	50794	51291	30	05/06/10	1	[REDACTED]	497	77.15

PREVIOUS CHARGES	
Total Amount Due at Last Billing	61.22
Payment Received 04/19/10 - ThankYou	-61.22
CURRENT CHARGES	
Energy Charge	70.03
OTHER CHARGES	
Fuel Adjustment (-0.007010 X 497)	-3.48
Environmental Surcharge (0.06170 X 66.55)	4.11
TAXES AND FEES	
School Tax (3% X 70.66)	2.12
State Tax (6% X 72.78)	4.37
Total Current Bill	77.15
Total Amount Due	77.15

JOIN US AT OUR ANNUAL MEETING, JUNE 3 AT KEENELAND ENTERTAINMENT CENTER. SEE ENCLOSED BILL INSERT FOR MORE DETAILS.

Average for billing Period	This Year	Last Year
Temperature	60.0	56.0
No. of Days Billed	30	30
KWH Usage per Day	16.56	23.13

Your Electricity Use Over The Last 13 Months




*PA 5/14/10
Ch# 1299
2744.18*

- TYPE OF BILL**
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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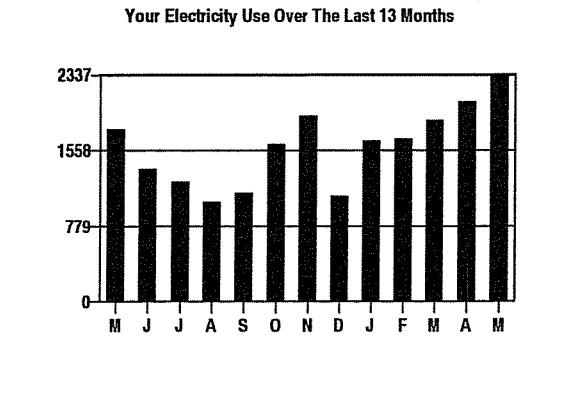
1252
1996

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
04/01/10	05/01/10	65230	67565	30	05/06/10	1	[REDACTED]	2335	247.80

PREVIOUS CHARGES	
Total Amount Due at Last Billing	239.38
Payment Received 04/19/10 - ThankYou	-239.38
CURRENT CHARGES	
Energy Charge	230.14
OTHER CHARGES	
Fuel Adjustment (-0.007010 X 2335)	-16.37
Environmental Surcharge (0.06170 X 213.77)	13.19
TAXES AND FEES	
School Tax (3% X 226.96)	6.81
State Tax (6% X 233.77)	14.03
Total Current Bill	247.80
Total Amount Due	247.80

JOIN US AT OUR ANNUAL MEETING, JUNE 3 AT KEENELAND ENTERTAINMENT CENTER. SEE ENCLOSED BILL INSERT FOR MORE DETAILS.

Average for billing Period	This Year	Last Year
Temperature	60.0	56.0
No. of Days Billed	30	30
KWH Usage per Day	77.83	58.96




- TYPE OF BILL
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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To Report an Outage: (888) 655-4243

1250
1996

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
04/01/10	05/01/10	51589	63222	30	05/06/10	1	[REDACTED]	11633	1,229.53	

PREVIOUS CHARGES

Total Amount Due at Last Billing 492.97
Payment Received 04/19/10 - ThankYou -492.97

CURRENT CHARGES

Energy Charge 1040.09
Demand Charge 102.16

DEMAND:	READING	ACTUAL	BILLED
	23.640	23.640	23.640

OTHER CHARGES

Fuel Adjustment (-0.007010 X 11633) -81.55
Environmental Surcharge (0.06170 X 1060.70) 65.45

TAXES AND FEES

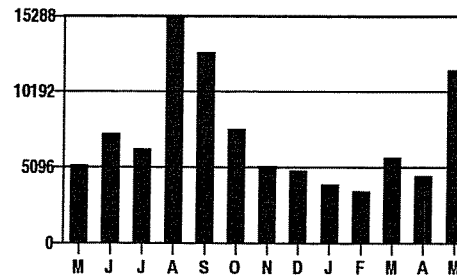
School Tax (3% X 1126.15) 33.78
State Tax (6% X 1159.93) 69.60

Total Current Bill 1,229.53
Total Amount Due 1,229.53

JOIN US AT OUR ANNUAL MEETING, JUNE 3 AT KEENELAND ENTERTAINMENT CENTER. SEE ENCLOSED BILL INSERT FOR MORE DETAILS.

Average for billing Period	This Year	Last Year
Temperature	60.0	56.0
No. of Days Billed	30	30
KWH Usage per Day	387.76	172.40

Your Electricity Use Over The Last 13 Months




TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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1251
1996

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
04/01/10	05/01/10	70133	81036	30	05/06/10	1	[REDACTED]	10903	1,189.70	

PREVIOUS CHARGES

Total Amount Due at Last Billing 1624.93
Payment Received 04/19/10 - ThankYou -1,624.93

CURRENT CHARGES

Energy Charge 976.50
Demand Charge 115.95

DEMAND:	READING	ACTUAL	BILLED
	25.480	25.480	25.480

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.007010 X 10940) -76.69
Environmental Surcharge (0.06170 X 1026.34) 63.33

TAXES AND FEES

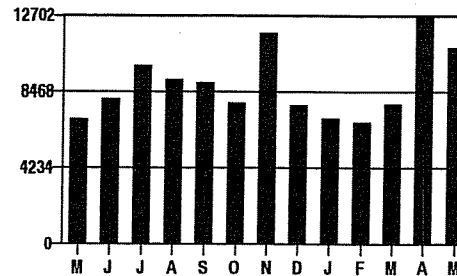
School Tax (3% X 1089.67) 32.69
State Tax (6% X 1122.36) 67.34

Total Current Bill 1,189.70
Total Amount Due 1,189.70

JOIN US AT OUR ANNUAL MEETING, JUNE 3 AT KEENELAND ENTERTAINMENT CENTER. SEE ENCLOSED BILL INSERT FOR MORE DETAILS.

Average for billing Period	This Year	Last Year
Temperature	60.0	56.0
No. of Days Billed	30	30
KWH Usage per Day	363.43	230.30

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST



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To Report an Outage: (888) 655-4243

1243
2002

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
03/01/10	04/01/10	47114	51589	31	04/06/10	1	[REDACTED]	4475	492.97

PREVIOUS CHARGES

Total Amount Due at Last Billing 605.95
Payment Received 03/24/10 - ThankYou -605.95

CURRENT CHARGES

Energy Charge 416.56
Demand Charge 6.14

DEMAND:	READING	ACTUAL	BILLED
	10.820	10.820	10.820

OTHER CHARGES

Fuel Adjustment (0.001170 X 4475) 5.24
Environmental Surcharge (0.05510 X 427.94) 23.58

TAXES AND FEES

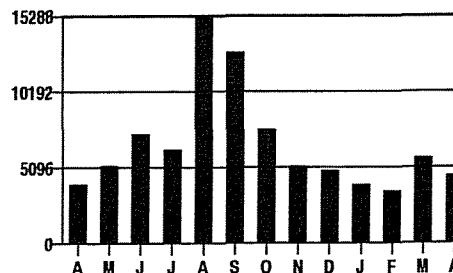
School Tax (3% X 451.52) 13.55
State Tax (6% X 465.07) 27.90

Total Current Bill 492.97
Total Amount Due 492.97

JOIN US AT APPLEBEE'S PARK FOR BGENERGY NIGHT, MAY 28,2010.

Average for billing Period	This Year	Last Year
Temperature	48.0	49.0
No. of Days Billed	31	31
KWH Usage per Day	144.35	126.35

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY004006



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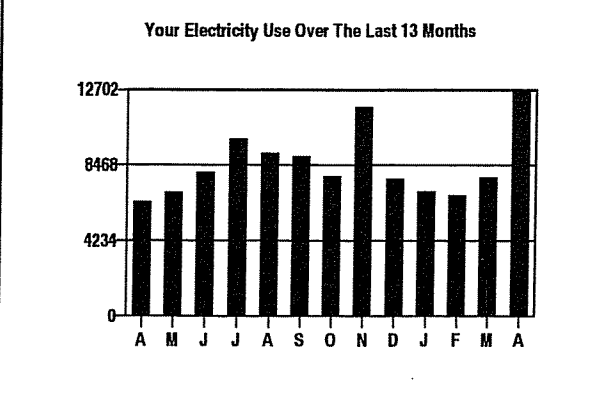
1244
2002

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	CLEARWATER/SEWER PLANT			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
03/01/10	04/01/10	57433	70133	31	04/06/10	1		12700	1,624.93

PREVIOUS CHARGES			
Total Amount Due at Last Billing			938.11
Payment Received 03/24/10 - ThankYou			-743.00
Unpaid Balance - DUE NOW			195.11
CURRENT CHARGES			
Energy Charge			1133.04
Demand Charge			82.69
	DEMAND:	READING	ACTUAL
		21.040	21.040
1 100W HPS RES 37 SECURITY LIGHT			10.58
OTHER CHARGES			
Fuel Adjustment (0.001170 X 12737)			14.90
Environmental Surcharge (0.05510 X 1241.21)			68.39
TAXES AND FEES			
School Tax (3% X 1309.60)			39.29
State Tax (6% X 1348.89)			80.93
Total Current Bill			1,429.82
Total Amount Due			1,624.93

JOIN US AT APPLEBEE'S PARK FOR BGENERGY NIGHT, MAY 28,2010.

Average for billing Period	This Year	Last Year
Temperature	48.0	49.0
No. of Days Billed	31	31
KWH Usage per Day	409.67	205.64




TYPE OF BILL

0 Regular Bill	4 Final
1 Estimated	5 Prorated
2 Estimated	6 Prorated Minimum
3 Minimum	7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST
PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



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To Report an Outage: (888) 655-4243

1242
2002

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	QUAIL RUN CT/MOP			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
03/01/10	04/01/10	50495	50794	31	04/06/10	1	[REDACTED]	299	61.22

PREVIOUS CHARGES

Total Amount Due at Last Billing	33.76
Payment Received 03/24/10 - Thank You	-33.76

CURRENT CHARGES

Energy Charge	52.79
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OTHER CHARGES

Fuel Adjustment (0.001170 X 299)	0.35
Environmental Surcharge (0.05510 X 53.14)	2.93

TAXES AND FEES

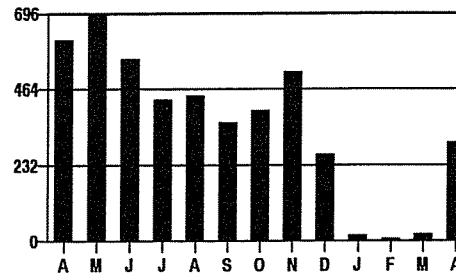
School Tax (3% X 56.07)	1.68
State Tax (6% X 57.75)	3.47

Total Current Bill	61.22
Total Amount Due	61.22

JOIN US AT APPLEBEE'S PARK FOR BGENERGY NIGHT, MAY 28, 2010.

Average for billing Period	This Year	Last Year
Temperature	48.0	49.0
No. of Days Billed	31	31
KWH Usage per Day	9.64	19.77

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- | | |
|----------------|--------------------|
| 0 Regular Bill | 4 Final |
| 1 Estimated | 5 Prorated |
| 2 Estimated | 6 Prorated Minimum |
| 3 Minimum | 7 Levelized |

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY004006

PK 4-14-10
CH# 1281
2418.50



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1245
2002

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
03/01/10	04/01/10	63179	65230	31	04/06/10	1	[REDACTED]	2051	239.38	

PREVIOUS CHARGES

Total Amount Due at Last Billing 218.06
 Payment Received 03/24/10 - ThankYou -218.06

CURRENT CHARGES

Energy Charge 205.40

OTHER CHARGES

Fuel Adjustment (0.001170 X 2051) 2.40
 Environmental Surcharge (0.05510 X 207.80) 11.45

TAXES AND FEES

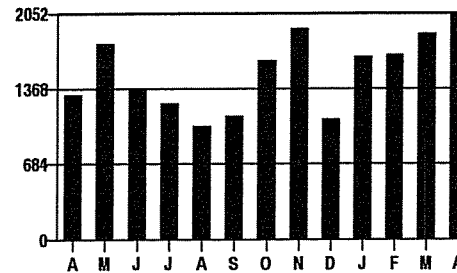
School Tax (3% X 219.25) 6.58
 State Tax (6% X 225.83) 13.55

Total Current Bill 239.38
Total Amount Due 239.38

JOIN US AT APPLEBEE'S PARK FOR BGENERGY NIGHT, MAY 28,2010.

Average for billing Period	This Year	Last Year
Temperature	48.0	49.0
No. of Days Billed	31	31
KWH Usage per Day	66.16	42.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized


RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY100000



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To Report an Outage: (888) 655-4243

1236
1985

ACCOUNT NUMBER	ACCOUNT NAME		RATE	TYPE	TELEPHONE	SERVICE ADDRESS			
[REDACTED]	COOLBROOK UTILITIES LLC		21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST			
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
02/01/10	03/01/10	61316	63179	28	03/05/10	1	[REDACTED]	1863	218.06

PREVIOUS CHARGES

Total Amount Due at Last Billing 184.74
 Payment Received 02/15/10 - ThankYou -184.74

CURRENT CHARGES

Energy Charge 189.03

OTHER CHARGES

Fuel Adjustment (-0.003210 X 1863) -5.98
 Environmental Surcharge (0.09110 X 183.05) 16.68

TAXES AND FEES

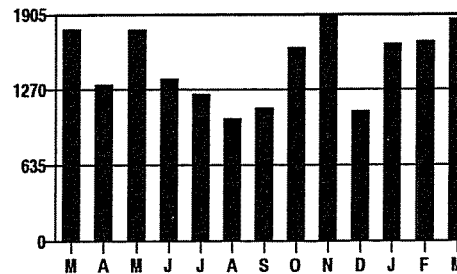
School Tax (3% X 199.73) 5.99
 State Tax (6% X 205.72) 12.34

Total Current Bill 218.06
Total Amount Due 218.06

PLANT THE RIGHT TREE IN THE RIGHT PLACE-NEVER UNDER POWER LINES. VISIT WWW.ARBORDAY.ORG FOR MORE INFO.

Average for billing Period	This Year	Last Year
Temperature	28.0	39.0
No. of Days Billed	28	28
KWH Usage per Day	66.53	63.46

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST


PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KVM4003

1234
1985



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To Report an Outage: (888) 655-4243

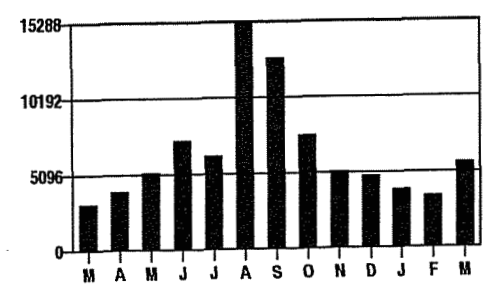
ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/10	03/01/10	41427	47114	28	03/05/10	1	[REDACTED]	5687	605.95	

PREVIOUS CHARGES			
Total Amount Due at Last Billing			346.77
Payment Received 02/15/10 - Thank You			-346.77
CURRENT CHARGES			
Energy Charge			522.13
Demand Charge			4.79
	DEMAND:	READING	ACTUAL
		10.640	10.640
			BILLED
			10.640
OTHER CHARGES			
Fuel Adjustment (-0.003210 X 5687)			-18.26
Environmental Surcharge (0.09110 X 508.66)			46.34
TAXES AND FEES			
School Tax (3% X 555.00)			16.65
State Tax (6% X 571.65)			34.30
Total Current Bill			605.95
Total Amount Due			605.95

PLANT THE RIGHT TREE IN THE RIGHT PLACE-NEVER UNDER POWER LINES. VISIT WWW.ARBORDAY.ORG FOR MORE INFO.

Average for billing Period	This Year	Last Year
Temperature	28.0	39.0
No. of Days Billed	28	28
KWH Usage per Day	203.10	108.82

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized


RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KVM4006



Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1233
1985

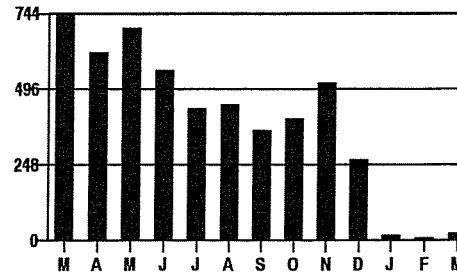
ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/10	03/01/10	50476	50495	28	03/05/10	1	[REDACTED]	19	33.76	

PREVIOUS CHARGES	
Total Amount Due at Last Billing	31.96
Payment Received 02/15/10 - ThankYou	-31.96
CURRENT CHARGES	
Energy Charge	28.40
OTHER CHARGES	
Fuel Adjustment (-0.003210 X 19)	-0.06
Environmental Surcharge (0.09110 X 28.34)	2.58
TAXES AND FEES	
School Tax (3% X 30.92)	0.93
State Tax (6% X 31.85)	1.91
Total Current Bill	33.76
Total Amount Due	33.76

PLANT THE RIGHT TREE IN THE RIGHT PLACE-NEVER UNDER POWER LINES. VISIT WWW.ARBORDAY.ORG FOR MORE INFO.

Average for billing Period	This Year	Last Year
Temperature	28.0	39.0
No. of Days Billed	28	28
KWH Usage per Day	0.67	26.57

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KVM400C



Blue Grass Energy

A Touchstone Energy™ Cooperative



P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1244
1985

ACCOUNT NUMBER	ACCOUNT NAME	RATE	TYPE	TELEPHONE	SERVICE ADDRESS				
[REDACTED]	COOLBROOK UTILITIES LLC	21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST				
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE
01/01/10	02/01/10	59645	61316	31	02/05/10	1	[REDACTED]	1671	184.74

PREVIOUS CHARGES

Total Amount Due at Last Billing 171.73
 Payment Received 01/25/10 - ThankYou -171.73

CURRENT CHARGES

Energy Charge 172.30

OTHER CHARGES

Fuel Adjustment (-0.009260 X 1671) -15.47
 Environmental Surcharge (0.07890 X 156.83) 12.37

TAXES AND FEES

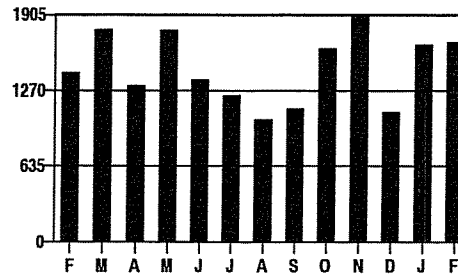
School Tax (3% X 169.20) 5.08
 State Tax (6% X 174.28) 10.46

Total Current Bill 184.74
Total Amount Due 184.74

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
 CALL YOUR LOCAL BGENERGY OFFICE OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	28.0	26.0
No. of Days Billed	31	31
KWH Usage per Day	53.90	45.61

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

*pd 2/12/10
 ch #1246
 1330.31*



Blue Grass Energy

A Touchstone EnergySM Cooperative 

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1241
1985

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
01/01/10	02/01/10	50471	50476	31	02/05/10	1	[REDACTED]	5	31.96	

PREVIOUS CHARGES

Total Amount Due at Last Billing 31.96
Payment Received 01/25/10 - ThankYou -31.96

CURRENT CHARGES

Energy Charge 27.18

OTHER CHARGES

Fuel Adjustment (-0.009260 X 5) -0.05
Environmental Surcharge (0.07890 X 27.13) 2.14

TAXES AND FEES

School Tax (3% X 29.27) 0.88
State Tax (6% X 30.15) 1.81

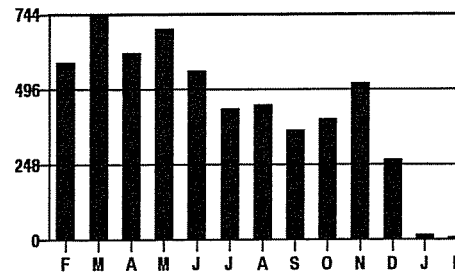
Total Current Bill 31.96

Total Amount Due 31.96

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL YOUR LOCAL BGENERGY OFFICE OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	28.0	26.0
No. of Days Billed	31	31
KWH Usage per Day	0.16	18.77

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1242
1985

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
01/01/10	02/01/10	37989	41427	31	02/05/10	1	[REDACTED]	3438	346.77	

PREVIOUS CHARGES

Total Amount Due at Last Billing 361.10
Payment Received 01/25/10 - ThankYou -361.10

CURRENT CHARGES

Energy Charge 326.22

OTHER CHARGES

Fuel Adjustment (-0.009260 X 3438) -31.84
Environmental Surcharge (0.07890 X 294.38) 23.23

TAXES AND FEES

School Tax (3% X 317.61) 9.53
State Tax (6% X 327.14) 19.63

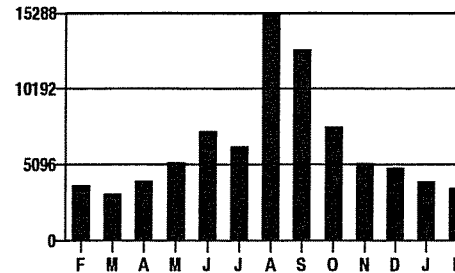
Total Current Bill 346.77

Total Amount Due 346.77

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL YOUR LOCAL BGENERGY OFFICE OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	28.0	26.0
No. of Days Billed	31	31
KWH Usage per Day	110.90	116.54

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1243
1985

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
01/01/10	02/01/10	42979	49702	31	02/05/10	1	[REDACTED]	6723	766.84	

PREVIOUS CHARGES

Total Amount Due at Last Billing 737.97
 Payment Received 01/25/10 - ThankYou -737.97

CURRENT CHARGES

Energy Charge 612.38
 Demand Charge 90.63

DEMAND:	READING	ACTUAL	BILLED
	22.100	22.100	22.100

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.009260 X 6760) -62.59
 Environmental Surcharge (0.07890 X 651.00) 51.36

TAXES AND FEES

School Tax (3% X 702.36) 21.07
 State Tax (6% X 723.43) 43.41

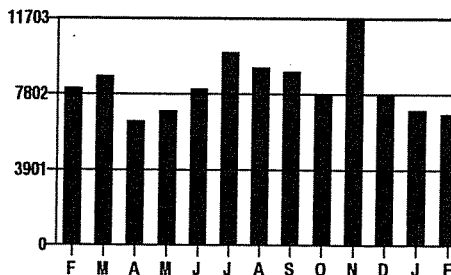
Total Current Bill 766.84

Total Amount Due 766.84

DON'T LIKE SURPRISES? SIGN UP FOR LEVELIZED BUDGET BILLING.
CALL YOUR LOCAL BGENERGY OFFICE OR APPLY ONLINE TODAY.

Average for billing Period	This Year	Last Year
Temperature	28.0	26.0
No. of Days Billed	31	31
KWH Usage per Day	216.87	259.80

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



Blue Grass Energy

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P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1235
1985

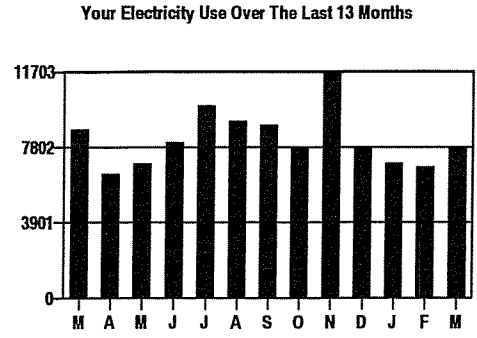
ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
02/01/10	03/01/10	49702	57433	28	03/05/10	1	[REDACTED]	7731	929.96	

PREVIOUS CHARGES				
Total Amount Due at Last Billing				766.84
Payment Received 02/15/10 - Thank You				-766.84
CURRENT CHARGES				
Energy Charge				700.19
Demand Charge				94.82
	DEMAND:	READING	ACTUAL	BILLED
		22.660	22.660	22.660
1 100W HPS RES 37 SECURITY LIGHT				10.58
OTHER CHARGES				
Fuel Adjustment (-0.003210 X 7768)				-24.94
Environmental Surcharge (0.09110 X 780.65)				71.12
TAXES AND FEES				
School Tax (3% X 851.77)				25.55
State Tax (6% X 877.32)				52.64
Total Current Bill				929.96
Total Amount Due				929.96

*File 1273
3/23/10
1,600.77*

PLANT THE RIGHT TREE IN THE RIGHT PLACE-NEVER UNDER POWER LINES. VISIT WWW.ARBORDAY.ORG FOR MORE INFO.

Average for billing Period	This Year	Last Year
Temperature	28.0	39.0
No. of Days Billed	28	28
KWH Usage per Day	276.10	310.53



- TYPE OF BILL
- 0 Regular Bill
 - 1 Estimated
 - 2 Estimated
 - 3 Minimum
 - 4 Final
 - 5 Prorated
 - 6 Prorated Minimum
 - 7 Levelized


RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY004000



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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1247
1973

ACCOUNT NUMBER		ACCOUNT NAME				RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC				21	0	(502) 238-3301	QUAIL RUN CT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE		
12/01/09	01/01/10	50457	50471	31	01/06/10	1	[REDACTED]	14	31.96		

PREVIOUS CHARGES

Total Amount Due at Last Billing 53.27
 Payment Received 12/28/09 - ThankYou -53.27

CURRENT CHARGES

Energy Charge 27.96

OTHER CHARGES

Fuel Adjustment (-0.012880 X 14) -0.18
 Environmental Surcharge (0.05350 X 27.78) 1.49

TAXES AND FEES

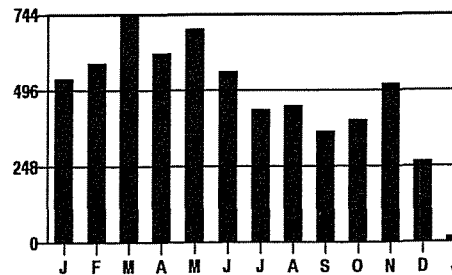
School Tax (3% X 29.27) 0.88
 State Tax (6% X 30.15) 1.81

Total Current Bill 31.96
Total Amount Due 31.96

FOLLOW US ON TWITTER AT WWW.TWITTER.COM/BLUEGRASSENERGY
 FOR EMERGENCY OUTAGE INFORMATION, SAVINGS TIPS AND INFO
 ON PROGRAMS AND SERVICES.

Average for billing Period	This Year	Last Year
Temperature	34.0	0.0
No. of Days Billed	31	31
KWH Usage per Day	0.45	17.16

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

*PdL 1/22/10
 Ch#1234
 1302.76*

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY04000

1248
1973



Blue Grass Energy

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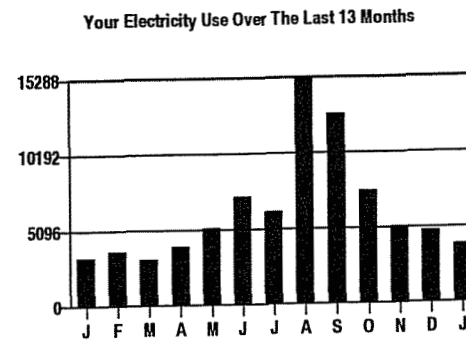
For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER SEWER PLANT/MOP		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/09	01/01/10	34120	37989	31	01/06/10	1	[REDACTED]	3869	361.10	

PREVIOUS CHARGES	
Total Amount Due at Last Billing	447.64
Payment Received 12/28/09 - ThankYou	-447.64
CURRENT CHARGES	
Energy Charge	363.77
OTHER CHARGES	
Fuel Adjustment (-0.012880 X 3869)	-49.83
Environmental Surcharge (0.05350 X 313.94)	16.80
TAXES AND FEES	
School Tax (3% X 330.74)	9.92
State Tax (6% X 340.66)	20.44
Total Current Bill	361.10
Total Amount Due	361.10

FOLLOW US ON TWITTER AT WWW.TWITTER.COM/BLUEGRASSENERGY
FOR EMERGENCY OUTAGE INFORMATION, SAVINGS TIPS AND INFO
ON PROGRAMS AND SERVICES.

Average for billing Period	This Year	Last Year
Temperature	34.0	0.0
No. of Days Billed	31	31
KWH Usage per Day	124.80	102.83



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY001000



Blue Grass Energy

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For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1249
1973

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	CLEARWATER/SEWER PLANT		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/09	01/01/10	36040	42979	31	01/06/10	1	[REDACTED]	6939	737.97	

PREVIOUS CHARGES

Total Amount Due at Last Billing 793.77
 Payment Received 12/28/09 - ThankYou -793.77

CURRENT CHARGES

Energy Charge 631.20
 Demand Charge 89.66

DEMAND:	READING	ACTUAL	BILLED
	21.970	21.970	21.970

1 100W HPS RES 37 SECURITY LIGHT 10.58

OTHER CHARGES

Fuel Adjustment (-0.012880 X 6976) -89.85
 Environmental Surcharge (0.05350 X 641.59) 34.33

TAXES AND FEES

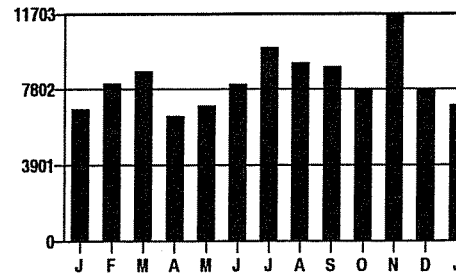
School Tax (3% X 675.92) 20.28
 State Tax (6% X 696.20) 41.77

Total Current Bill 737.97
Total Amount Due 737.97

FOLLOW US ON TWITTER AT WWW.TWITTER.COM/BLUEGRASSENERGY
 FOR EMERGENCY OUTAGE INFORMATION, SAVINGS TIPS AND INFO
 ON PROGRAMS AND SERVICES.

Average for billing Period	This Year	Last Year
Temperature	34.0	0.0
No. of Days Billed	31	31
KWH Usage per Day	223.83	217.38

Your Electricity Use Over The Last 13 Months



TYPE OF BILL


- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT



Blue Grass Energy

A Touchstone EnergySM Cooperative 

P.O. Box 990 1201 Lexington Road, Nicholasville KY 40340

For Billing Questions or Concerns: (888) 546-4243
To Report an Outage: (888) 655-4243

1250
1973

ACCOUNT NUMBER		ACCOUNT NAME			RATE	TYPE	TELEPHONE	SERVICE ADDRESS		
[REDACTED]		COOLBROOK UTILITIES LLC			21	0	(502) 238-3301	HIGHWOOD CT/PUMP ST		
SERVICE FROM	SERVICE TO	PREVIOUS READING	PRESENT READING	NO. DAYS	BILL DATE	MULTI	METER NUMBER	KWH USAGE	AMOUNT DUE	
12/01/09	01/01/10	57994	59645	31	01/06/10	1	[REDACTED]	1651	171.73	

PREVIOUS CHARGES

Total Amount Due at Last Billing 124.13
 Payment Received 12/28/09 - ThankYou -124.13

CURRENT CHARGES

Energy Charge 170.56

OTHER CHARGES

Fuel Adjustment (-0.012880 X 1651) -21.26
 Environmental Surcharge (0.05350 X 149.30) 7.99

TAXES AND FEES

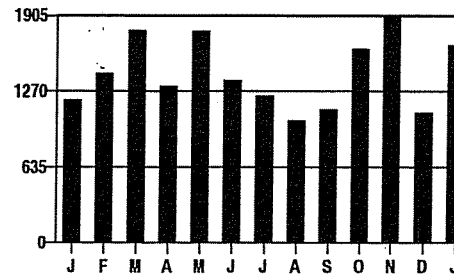
School Tax (3% X 157.29) 4.72
 State Tax (6% X 162.01) 9.72

Total Current Bill 171.73 ✓
Total Amount Due 171.73

FOLLOW US ON TWITTER AT WWW.TWITTER.COM/BLUEGRASSENERGY
 FOR EMERGENCY OUTAGE INFORMATION, SAVINGS TIPS AND INFO
 ON PROGRAMS AND SERVICES.

Average for billing Period	This Year	Last Year
Temperature	34.0	0.0
No. of Days Billed	31	31
KWH Usage per Day	53.25	38.54

Your Electricity Use Over The Last 13 Months



TYPE OF BILL

- 0 Regular Bill
- 1 Estimated
- 2 Estimated
- 3 Minimum
- 4 Final
- 5 Prorated
- 6 Prorated Minimum
- 7 Levelized

RATE SCHEDULE AVAILABLE UPON REQUEST

PLEASE DETACH AND RETURN THIS PORTION WITH PAYMENT

KY004006

FARMDALE WATER DISTRICT

100 HIGHWOOD DRIVE
FRANKFORT, KENTUCKY 40601

FAX-502-352-2999

COMMISSIONERS:
BERL ROBINSON, CHAIRMAN
YVONNE HILL, SECRETARY
CLIFFORD TOLES, TREASURER

TELEPHONE
223-3562

SEWAGE TREATMENT PLANT CONTRACT

This contract made and entered into this the 5th day of November, 2008 by and between the FARMDALE WATER DISTRICT and COOLBROOK UTILITIES, LLC of Franklin County, Kentucky.

The parties agree that the Farmdale Water District will add to its bills for water service within the Coolbrook Subdivision and the Evergreen Estates Subdivision, a charge (presently \$22.22) and shall collect this sewer charge at the same time and in the same manner and subject to the same penalties as are prescribed for the water usage charge. The Farmdale Water District shall remit to Coolbrook Utilities, LLC monthly, eighty-five (85%) percent of the sewer charges so collected and shall retain as its own for its services performed, fifteen (15%) percent of the amount collected.

Farmdale Water District

By: _____
Berl Robinson, General Manager

By: _____
Lawrence Smither
For Coolbrook Utilities, LLC
1706 Bardstown Road
Louisville, Ky 40205

FARMDALE WATER DISTRICT

100 HIGHWOOD DRIVE
FRANKFORT, KENTUCKY 40601
FAX- 502-352-2999

COMMISSIONERS:
BERL ROBINSON, CHAIRMAN
YVONNE HILL, SECRETARY
CLIFFORD TOLES, TREASURER

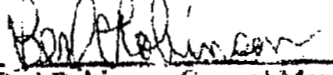
TELEPHONE
222-3562

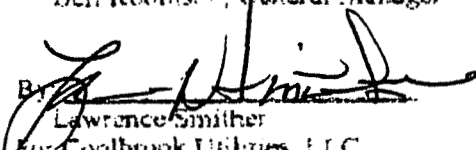
SEWAGE TREATMENT PLANT CONTRACT

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Farmdale Water District

By: 
Berl Robinson, General Manager

By: 
Lawrence Smither
For Coolbrook Utilities, LLC
1706 Bardstown Road
Louisville, Ky 40205

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

Make AL

*Copy
2011*

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:

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	State Tax	\$ 5,023
PRODUCTS/COMPLETED OPS AGGREGATE LIMIT	INCLUDED	S/L Tax	\$ 93.11
PERSONAL/ADVERTISING INJURY LIMIT	\$1,000,000	Policy Fee	\$ 155.19
EACH OCCURRENCE LIMIT	\$1,000,000	Other	\$ 150.00
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	Total Premium + Fees	\$ 356.94
PREMISES MEDICAL PAYMENTS LIMIT	\$5,000		\$ 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	BI and PD	PER CLAIM
\$ 1,000		PER CLAIM
\$	N/A	PER CLAIM

Additional Fees: Other is Municipal Tax

UNDERWRITING REQUIREMENTS

- Inspection: required within 45 days
- Signed Application: Acord
- Copy of Contracts: as needed
- Loss Runs:
- Auditable: Yes - Annual

TERRORISM COVERAGE: Form E903 Policyholder Disclosure Notice must be sent to all Applicants.

If Coverage is **accepted**, 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
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If Coverage is **rejected**, obtain the completed and signed Policyholder Disclosure Notice and attach CG2173 Exclusion of Certified Acts of Terrorism.

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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**

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

- L217 Exclusion - Punitive or Exemplary Damages
- L223 Exclusion - Total Pollution
- L241 Exclusion - Microorganisms
- L601 Amendment Of Conditions - Premium Audit
- L850 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 & Endts

State-specific amandatory forms as required

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
- L239 Excl - Toxic Metals
- L240 Limitation of Coverage to Designated Operations
- L282 Excl - Contractors and Subcontractors
- L284 Excl - Pressure Treated Wood

- 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

- L283 Excl - All Hazards - Ongoing Operations and Your Work
- Additional Insured
- S092 Limitation of Coverage
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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



Arlington/Roe & Co., Inc.

Managing General Agents & Wholesale Insurance Brokers

8900 Keystone Crossing #800 (Zip 46240)
P.O. Box 80803
Indianapolis, IN 46280
(800) 878-9891
Fax (888) 552-9891

May 20, 2011

Binder Confirmation

Producer: Voit-Lee Insurance Inc. 2068
Attention: Aaron V. Goad
From: Toni Beard - 800-878-9891 Ext. 2403
Email: tbeard@arlingtonroe.com
Branch Office: Louisville, KY

Policy Number: [REDACTED]
Insured Name: Coolbrook Utilities
DBA:
Renewal Of: New
Binder Dates: 05/04/2011 to 05/04/2012
Policy Dates: 05/04/2011 to 05/04/2012

We are pleased to offer the following Binder Confirmation.

Limit	Description of Coverage	Amount
1,000,000	General Aggregate	
1,000,000	Products/Completed Operations	
1,000,000	Personal & Advertising Injury	
1,000,000	Each Occurrence	
100,000	Damage to Premises Rented to You	
5,000	Medical Payments	
	Premises Operations	Ded: 1,000 *BI/PDeaClain 5,023.00
	Premium Basis: Sales	Exposure: 155,000
Total General Liability premium provided by: Nautilus Insurance Company for 7.50% comm.		5,023.00

Tax/Fee Description	Amount
Policy Fee	150.00
County Tax (N)	356.94
State Surcharge (N)	93.11
Surplus Lines Tax	155.19
Taxes/Fees	755.24

Grand Total Premium/Tax/Fee: 5,778.24

This binder is subject to the following terms and conditions:

*No Automated Renewal - Underwriter Review
Minimum Earned Premium Clause of 25% applies.

SUBJECT TO:

Additional Insureds are NOT permitted without approval from Arlington/Roe.
Premium is Minimum and Deposit Subject to Audit
Signed Terrorism Disclosure Notice - due at time of binding

POLICY NUMBER: [REDACTED]

Named Insured: COOLBROOK UTILITIES

SCHEDULE OF FORMS AND ENDORSEMENTS

IL0017	(11/98)	Common Policy Conditions
E001J	(11/06)	Nautilus Policy Jacket
E906	(06/07)	Service of Suit
S013	(07/09)	Minimum Earned Premium Endt
S150	(07/09)	CGL Coverage Part Declarations
CG0001	(12/04)	Comml General Liability Cvg Form
CG0067	(03/05)	Excl - Violation of Statutes
CG2136	(03/05)	Exclusion - New Entities
CG2147	(07/98)	Excl-Employmt-Related Practices
CG2173	(01/08)	Excl of Certified Acts of Terror
CG2196	(03/05)	Silica/Silica-Related Dust Excl
IL0021	(07/02)	Nuclear Energy Liab Exclusion
L205	(11/10)	Excl-Injury Empl/Contr/Vol/Wrkr
L213	(06/06)	Excl-Certain Comp-Related Losses
L216	(07/09)	Amend of Deftns-Insd Contract
L217	(06/07)	Excl-Punitive Exemplary Dmgs
L223	(06/07)	Exclusion - Total Pollution
L238	(06/07)	Exclusion - Toxic Metals
L240	(06/07)	Limit Cvg to Designated Ops
L241	(07/09)	Excl-Micro/Bio Organisms/Contam
L282	(07/10)	Excl-Contractor & Subcontractor
L601	(12/09)	Amend of Conditions - Prem Audit
L850	(05/09)	Deductible Liab Insurance
S038	(07/09)	Amendment of Liquor Liab Excl
S222	(07/09)	Excl - Intellectual Prop Rights
S261	(07/09)	Exclusion - Asbestos

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

SCHEDULE OF FORMS AND ENDORSEMENTS (Continued)

ADDITIONAL FORMS APPLICABLE:

The forms and endorsements shown on this Schedule constitute the entire policy at the time of issuance.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.



NAUTILUS INSURANCE COMPANY

A Stock Company

COMMERCIAL LINES POLICY

THIS POLICY IS NOT OBTAINED PRIMARILY FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

THIS POLICY CONSISTS OF:

- Declarations;
- Common Policy Conditions; and
- One or more Coverage Parts. A Coverage Part consists of:
 - One or more Coverage Forms; and
 - Applicable Forms and Endorsements.

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.

Secretary

President and CEO

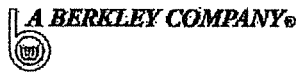
Administrative Office:

7233 E. Butherus Drive

Scottsdale, Arizona 85260

Telephone (480) 951-0905

Facsimile (480) 951-9730



SERVICE OF SUIT

Pursuant to any statute of any state, territory or district of the United States which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the Statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, "suit" or proceeding instituted by or on behalf of you or any beneficiary hereunder arising out of this contract of insurance, and hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

It is further agreed that service of process in such "suit" may be made upon Michael Kilgas, or his nominee of the Company at 7233 East Butherus Drive, Scottsdale, Arizona 85260 and that in any "suit" instituted against any one of them upon this policy, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

It is agreed that in any state requiring a standard form of policy, insurance hereunder on values or properties in such state shall attach and cover in accordance with the terms and conditions of such standard form.

POLICY NUMBER: [REDACTED]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM ENDORSEMENT

If this policy is cancelled at your request, there will be a minimum earned premium retained by us of \$ _____ or 25 % of the premium for this insurance, whichever is greater.

Non-payment of premium is considered a request by the first Named Insured for cancellation of this policy.

If a policy fee, inspection fee or expense constant is applicable to this policy, they will be fully earned and no refund will be made.

All other terms and conditions of this policy remain unchanged.

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

POLICY NUMBER: XXXXXXXXXX

Extension of Declarations is attached.

Effective Date: 05/04/2011 12:01 A.M. Standard Time

LIMITS OF INSURANCE If box is checked, refer to form S132 Amendment of Limits of Insurance.

General Aggregate Limit (Other Than Products/ Completed Operations)	\$	1,000,000	
Products/ Completed Operations Aggregate Limit	\$	INCLUDED	
Personal and Advertising Injury Limit	\$	1,000,000	Any One Person Or Organization
Each Occurrence Limit	\$	1,000,000	
Damage To Premises Rented To You Limit	\$	100,000	Any One Premises
Medical Expense Limit	\$	5,000	Any One Person

RETROACTIVE DATE (CG 00 02 ONLY)

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" which occurs before the Retroactive Date, if any, shown here: NONE (Enter Date or "NONE" if no Retroactive Date applies)

BUSINESS DESCRIPTION AND LOCATION OF PREMISES

BUSINESS DESCRIPTION: SEWER TREATMENT OPERATION
 LOCATION OF ALL PREMISES YOU OWN, RENT, OR OCCUPY: Location address is same as mailing address.
 1. CLEARWATER CT
 FRANKFORT KY 40601-
 2.
 Additional locations (if any) will be shown on form S170, Commercial General Liability Coverage Part Declarations Extension.
 LOCATION OF JOB SITE (If Designated Projects are to be Scheduled):

CODE# -	CLASSIFICATION	*	PREMIUM BASIS	RATE		ADVANCE PREMIUM
				Prem/ Ops	Prod/ Comp Ops	
98810 -	Sewage disposal - plant operations	S+	155,000	32.408	INCLUDED	5,023 INCLUDED
-						
-						
-						

* **PREMIUM BASIS SYMBOLS** + = Products/ Completed Operations are subject to the General Aggregate Limit
 a = Area (per 1,000 sq. ft. of area) o = Total Operating Expenditures s = Gross Sales (per \$1,000 of Gross Sales)
 c = Total Cost (per \$1,000 of Total Cost) (per \$1,000 Total Operating Expenditures) t = See Classification
 m = Admissions (per 1,000 Admissions) p = Payroll (per \$1,000 of Payroll) u = Units (per unit)

PREMIUM FOR THIS COVERAGE PART \$ 5,023

FORMS AND ENDORSEMENTS (other than applicable Forms and Endorsements shown elsewhere in the policy)

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:
Refer to Schedule of Forms and Endorsements

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or

(b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III - Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web-sites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All costs taxed against the insured in the "suit".
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock holders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by,

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I - Coverage A - Bodily Injury And Property Damage Liability.
- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in a. above;
 - (2) The activities of a person whose home is in the territory described in a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or

b. Your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- 16. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 17. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
- b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.
- b. Includes
 - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and
 - (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - VIOLATION OF STATUTES THAT GOVERN
E-MAILS, FAX, PHONE CALLS OR OTHER METHODS OF
SENDING MATERIAL OR INFORMATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.,
**Exclusions of Section I - Coverage A - Bodily
Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

B. The following exclusion is added to Paragraph 2.,
**Exclusions of Section I - Coverage B - Personal
And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

**DISTRIBUTION OF MATERIAL IN
VIOLATION OF STATUTES**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - NEW ENTITIES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Paragraph 3. of Section II - Who Is An Insured does not apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

B. The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

2. "Certified act of terrorism" means an 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 pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - INJURY TO EMPLOYEES, CONTRACTORS,
VOLUNTEERS AND OTHER WORKERS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion e. **Employer's Liability** of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

- e. **Injury to Employees, Contractors, Volunteers and Other Workers**

"Bodily injury" to:

- (1) "Employees", "leased workers", "temporary workers", "volunteer workers", statutory "employees", casual workers, seasonal workers, contractors, subcontractors, or independent contractors of any insured; or
- (2) Any insured's contractors, subcontractors, or independent contractors' "employees", "leased workers", "temporary workers", "volunteer workers", statutory "employees", casual workers, seasonal workers, contractors, subcontractors, or independent contractors

arising out of and in the course of:

- (a) Employment by any insured; or
- (b) Directly or indirectly performing duties related to the conduct of any insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee", "leased worker", "temporary worker", "volunteer worker", statutory "employee", casual worker, seasonal worker, contractor, subcontractors, or independent contractor arising out of Paragraph (1) or (2) above.

This exclusion applies:

- (1) Regardless of where the:
 - (a) Services are performed; or
 - (b) "Bodily injury" occurs; and
- (2) Whether any insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

- B. Exclusion a. **Any Insured** of 2. Exclusions of Section I - Coverage C - Medical Payments is replaced by the following:

We will not pay expenses for "bodily injury":

- a. **Any Insured**

To any insured.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

a. Any actual or alleged failure, malfunction or inadequacy of:

(1) Any of the following, whether belonging to any insured or to others:

- (a) Computer hardware, including microprocessors;
- (b) Computer application software;
- (c) Computer operating systems and related software;
- (d) Computer networks;
- (e) Microprocessors (computer chips) not part of any computer system;
- (f) Any other computerized or electronic equipment or components; or

(2) Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph 2.a.(1) of this endorsement

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times.

b. Any advice, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph 2.a. of this endorsement.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**AMENDMENT OF DEFINITIONS - INSURED CONTRACT
(Limited Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

Definition 9. "insured contract" of the **Definitions** section is **replaced** by the following:

9. "Insured contract" means any written:

- a. Contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" to premises while rented or loaned to you, or temporarily occupied by you with permission of the owner, is not an "insured contract";
- b. Sidetrack agreement;
- c. Easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. Obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. Elevator maintenance agreement; or
- f. Part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or those acting on your behalf. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies any person or organization for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- b. That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (1) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs, drawings, or specifications; or
 - (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- c. Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in b.(1) or b.(2) above and supervisory, inspection, architectural or engineering activities; or
- d. That indemnifies any person or organization for "bodily injury" or "property damage" arising from the ownership, maintenance, or use of any aircraft.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - PUNITIVE OR EXEMPLARY DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to **2. Exclusions of Section I:**

This insurance does not apply to punitive or exemplary damages.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOTAL POLLUTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion f. Pollution of 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or in part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants"; or
 - (c) Requirements by Environmental Protection Agency (EPA) 40 CFR Parts 280 and 281 for underground storage tanks, Comprehensive Environmental Response Compensation and Liability Act (CERCLA) or any similar State or Federal environmental act(s).

B. The definition of "Pollutants" in the Definitions section is replaced by the following:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes, but is not limited to, materials to be recycled, reconditioned or reclaimed.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - TOXIC METALS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury and Coverage C - Medical Payments:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation, or absorption of any "toxic metals" in any form; or
2. Any loss, cost, or expense arising out of any:
 - a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of any "toxic metals"; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of any "toxic metals".

We will have no duty to investigate, defend or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation, or absorption of any "toxic metals" in any form.

- B. For the purpose of this endorsement, the following definitions are added to the Definitions section:

1. "Toxic metals" are individual metals and metal compounds that negatively affect people's health. "Toxic metals" include, but are not limited to, arsenic, beryllium, "heavy metals", or hexavalent chromium.
2. "Heavy metals" are a group of elements between copper and bismuth on the periodic table of the elements having specific gravities greater than 4.0. "Heavy metals" include, but are not limited to, cadmium, cobalt, copper, lead, manganese, mercury, molybdenum, strontium, vanadium, or zinc.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to **2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:**

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of, or in any way related to, operations performed by any insured or any person or organization for whom any insured may be legally or contractually responsible, unless such operations are "designated operations".

- B. For the purpose of this endorsement, the following definition is added to the **Definitions** section:

"Designated operations" means only those operations performed by any insured that are described on the General Liability Coverage Part Declarations, the endorsements, or supplements of this insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION - MICROORGANISMS, BIOLOGICAL ORGANISMS,
BIOAEROSOLS OR ORGANIC CONTAMINANTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", or medical payments arising out of, related to, caused by or in any way connected with the exposure to, presence of, formation of, existence of or actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of any microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.
2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or others abate, test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, remediate or dispose of, or in any way respond to, or assess the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion; or
 - b. Claim or "suit" by or on behalf of any authority, governmental or otherwise, for damages because of abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of microorganisms, biological organisms, bioaerosols or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast, or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

We shall have no duty to investigate, defend, or indemnify any insured in any action or proceeding alleging damages arising out of direct or indirect contact with, any exposure to, or the ingestion, inhalation or absorption of any microorganisms, biological organisms, bioaerosols, or organic contaminants including, but not limited to, mold, mildew, fungus, spores, yeast or other toxins, mycotoxins, allergens, infectious agents, wet or dry rot or rust, or any materials containing them at any time, regardless of the cause of growth, proliferation or secretion.

This exclusion does not apply to any fungi, bacteria, microorganisms or biological organisms that are, are on, or are contained in, a good or product intended for bodily consumption.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONTRACTORS AND SUBCONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to "bodily injury", "property damage", "personal and advertising injury" or medical payments arising out of work performed by any contractor or subcontractor whether hired by or on behalf of any insured, or any acts or omissions in connection with the general supervision of such work.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF CONDITIONS - PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The Premium Audit Condition under **Section IV - Conditions** is replaced by the following:

Premium Audit

1. We will compute all premiums for this Coverage Part in accordance with our rules and rates. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium.

The rates for each classification shown in the Declarations are multiplied by the estimated premium bases of that classification for the term to determine the advance premium.

We may conduct an audit of your books to determine the actual premium bases developed during the policy period. To calculate the actual premium developed during the policy period we will use one, or a combination, of the following premium bases: payroll, admissions, gross sales, total cost, area, each exposure unit, units or total operating expenditures.

2. If we determine, whether by audit of your books and records or otherwise, that you are conducting operations not scheduled on this policy, we may add the appropriate classifications and compute the rates and premiums in accordance with our rules and rates in effect on the inception date of this policy, unless coverage has been restricted to "designated operations".

3. Premium Bases.

The premium bases are defined in accordance with our rules and the following additional definitions:

- a. **Payroll** (premium basis symbol p): Remuneration paid to "employees", "casual laborers", "temporary workers", day laborers, statutory workers, seasonal workers or "leased workers", including but not limited to:

- (1) Money or substitutes for money; commissions; bonuses; overtime; payments to statutory insurance or pension plans; profit sharing or incentive plans; pay for holidays, vacation or sickness; and fees paid to employment agencies for temporary personnel provided to you.
- (2) If your operations consist of a number of separate operations classified individually in the Declarations, the payroll will be allocated to each classification where you have maintained records for each separate operation. Any such operation for which separate records are **not** maintained by you will be assigned to the highest rated classification.
- (3) For premium computation purposes, the payroll of executive officers, individual insureds and co-partners is subject to a minimum annual payroll per person of:

\$ [REDACTED]

(If no entry is made, the minimum payroll as established by our rating rules will apply.)

The rates apply per \$1,000 of Payroll.

- b. **Admissions** (premium basis symbol m): The total number of persons, other than your "employees", admitted to the insured event or to events conducted on the premises whether on paid admissions, tickets, complimentary tickets or passes.

The rates apply per 1,000 Admissions.

- c. **Gross Sales** (premium basis symbol s): The gross amount charged by you, your concessionaires or by others trading under your name for:
- (1) All goods or products, sold or distributed;
 - (2) Operations performed during the policy period; and
 - (3) Rentals; or
 - (4) Dues or fees.
- The rates apply per \$1,000 of Gross Sales.
- d. **"Total Cost"** (premium basis symbol c) means the total cost of all work let or sublet in connection with each specific project including:
- (1) The cost of all labor, materials and equipment furnished, used or delivered for use in the execution of the work including the cost of finished equipment installed whether or not furnished by the contractor, or subcontractor, or by you; and
 - (2) All fees, bonuses or commissions made, paid or due.
- The rates apply per \$1,000 of Total Cost.
- e. **Area** (premium basis symbol a): The total number of square feet of floor space at the insured premises. The rates apply per 1,000 square feet of Area.
- f. **Each** (premium basis symbol t): This basis of premium involves units of exposure, and the quantity comprising each unit of exposure is indicated in the Declarations, such as "per person". The rates apply per each unit of exposure.
- g. **Units** (premium basis symbol u): A single room or group of rooms intended for occupancy as separate living quarters by a family, by a group of unrelated persons living together, or by a person living alone. The rates apply per Unit.
- h. **Total Operating Expenditures** (premium basis symbol o): Total expenditures (including grants, entitlements and shared revenue) without regard to source of revenue during the policy period including accounts payable. The rates apply per \$1,000 of Total Operating Expenditures.
4. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. Failure to supply such records upon request will be deemed a breach of condition and subject this policy, and may subject any in force policy of yours, to cancellation for breach of conditions.
5. We reserve the right to examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.
6. Premium shown in this Coverage Part as advance premium is a minimum and deposit premium. Advance premium includes any payments identified as premium paid prior to policy expiration. At the close of each audit period, we will compute the earned premium for that period. Audit premium is due and payable upon notice to the first Named Insured. Failure to pay the audit premium due will be deemed a breach of contract and subject this policy, and may subject any in force policy of yours, to cancellation for non-payment of premium.
- a. If the actual earned premium generated as a result of an audit 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 adjustment.
 - b. If the actual earned premium generated as a result of an audit for the policy period is greater than the advance premium, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.
7. **Estimated Annual Audit Procedure:**
- If, after three documented attempts, we are unable to examine your books and records to obtain the information necessary to complete the audit, we may implement our estimated audit procedure as outlined below:
- a. An Estimated Audit Endorsement will be issued reflecting a fifty percent (50%) increase in your reported premium basis. This increase is an estimate based on information we have on file, or your business operations.

- b. The Estimated Audit Endorsement will include a copy of the Unproductive Audit Report that outlines the documented attempts made to collect the required information.
- c. If you agree with the Estimated Audit Endorsement, you must remit payment for the full amount of the estimated audit; or
- d. If you dispute the Estimated Audit Endorsement, you must provide the requested audit information so we can calculate the proper earned premium developed for the policy period.

8. Cancellation Audit Procedure.

- a. If the policy is canceled prior to the expiration date the first Named Insured retains the unearned premium; we will retain the earned premium developed by:
 - (1) Multiplying the advance premium by the applicable pro-rata factor, short-rate factor, or minimum earned premium percentage; or
 - (2) An audit of your books and records for the period the policy was in force, whichever is greater.
- b. If the actual earned premium generated as a result of an audit is greater than the advance premium paid at issuance, then a final premium adjustment endorsement will be issued. The additional premium amount shown on the final premium adjustment endorsement is due and payable to us upon notice to the first Named Insured.

B. The following definitions are added to the Definitions section:

- 1. "Casual laborers" are persons who provide services that are performed in the course of the employing unit's trade or business regardless of the amount of remuneration received or the length of time the services are provided.
- 2. "Designated operations" means only those operations performed by any insured that are described on the Common Policy Declarations, the General Liability Coverage Part Declarations, or the endorsements or supplements of this insurance.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DEDUCTIBLE LIABILITY INSURANCE
(Including Allocated Loss Adjustment Expense)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount And Basis Of Deductible		
	PER CLAIM	PER OCCURRENCE	PER ITEM
Bodily Injury Liability	\$ 1,000	- OR - \$	Not Applicable
- OR -			
Property Damage Liability	\$ 1,000	- OR - \$	- OR - \$
- OR -			
Bodily Injury Liability and Property Damage Liability Combined	\$	- OR - \$	Not Applicable

- A. Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule as applicable to such coverages.
 - B. You may select a deductible amount on either a per claim, a per "occurrence" or per item basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule. The deductible amount stated in the Schedule applies as follows:
 - 1. **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule is on a per claim basis, that deductible applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - c. Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined
 as the result of any one "occurrence".
- If damages are claimed for care, loss of services, loss of support or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage", person includes an organization.

2. **PER OCCURRENCE BASIS.** If the deductible amount indicated in the Schedule is on a per "occurrence" basis, that deductible amount applies as follows:
- a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - c. Under Bodily Injury and Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combinedas the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".
3. **PER ITEM BASIS.** If the deductible amount indicated in the Schedule is on a per item basis, that deductible amount applies under Property Damage Liability Coverage, to each item damaged because of "property damage" sustained by one person or organization as the result of any one "occurrence".
- C. The deductible amount stated in the Schedule applies to loss, legal expense, and our "Allocated Loss Adjustment Expense" incurred, whether or not payment is made to the claimant, compromise settlement is reached or the claim is denied.
- D. The terms of this insurance, including those with respect to:
1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 2. Your duties in the event of an "occurrence", claim or "suit"
- apply irrespective of the application of the deductible amount.
- E. We may, at our sole election and option, either:
1. Pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification of the action taken, you will promptly reimburse us for such part of the deductible amount as has been paid by us; or
 2. Upon our receipt of notice of any claim or at any time thereafter, request you to pay and deposit with us all or any part of the deductible amount, to be held and applied according to the terms of this policy.
- F. The following is **added** to the **Definitions** section:
- "Allocated Loss Adjustment Expense" will include all costs and expenses incurred by us in investigating and adjusting any loss, with the exception of salary and overhead.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIQUOR LIABILITY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **c. Liquor Liability** under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

This insurance does not apply to:

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you:

- (1) Are an owner or lessor of premises used for activities described in (2), (3) or (4) below whether such activities are performed with or without your knowledge;
- (2) Manufacture, sell or distribute alcoholic beverages;
- (3) Serve or furnish alcoholic beverages for a charge where the activity:
 - (a) Requires a license; and
 - (b) Is for the purpose of financial gain or livelihood; or
- (4) Serve or furnish alcoholic beverages without a charge, if a license is required for such activity.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - INTELLECTUAL PROPERTY RIGHTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to "bodily injury" or "property damage" arising out of the infringement, use, or violation of another's "intellectual property rights".

- B. Exclusion i. in 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability is replaced by the following:

This insurance does not apply to:

- i. **Infringement Of Intellectual Property Rights**

"Personal and advertising injury" arising out of the infringement, use, or violation of "intellectual property rights", including the infringement, use, or violation of another's "intellectual property rights" in your "advertisement".

- C. The following definition is added to the Definitions section:

"Intellectual property rights" means exclusive rights pertaining to the creations of the mind, both artistic and commercial, that have potential commercial value and may have a right to protection. "Intellectual property rights" include, but are not limited to, copyrights, domain names, industrial design rights, patents, trademarks, trade dress, trade names, or trade secrets.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury Liability and Coverage C - Medical Payments:

This insurance does not apply to:

1. "Bodily injury", "property damage", "personal and advertising injury", medical payments or "reduction in value" related to the actual, alleged, or threatened presence of, or exposure to "asbestos" in any form, or to harmful substances emanating from "asbestos". This includes ingestion, inhalation, absorption, contact with, existence or presence of, or exposure to "asbestos". Such injury from or exposure to "asbestos" also includes, but is not limited to:
 - a. The existence, installation, storage, handling or transportation of "asbestos";
 - b. The removal, abatement or containment of "asbestos" from any structures, materials, goods, products, or manufacturing process;
 - c. The disposal of "asbestos";
 - d. Any structures, manufacturing processes, or products containing "asbestos";
 - e. Any obligation to share damages with or repay someone else who must pay damages because of such injury or damage; or
 - f. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with the above.
2. Any loss, cost or expense, including, but not limited to payment for investigation or defense, fines, penalties and other costs or expenses, arising out of any:
 - a. Claim, "suit", demand, judgment, obligation, order, request, settlement, or requirement by or on behalf of any authority, governmental or otherwise, that any insured or any other person or entity test for, monitor, clean up, remove, contain, mitigate, treat, neutralize, remediate, or dispose of, or in any way respond to, or assess the actual or alleged effects of "asbestos"; or
 - b. Claim, "suit", demand, judgment, obligation, request, or settlement due to any actual, alleged, or threatened injury or damage from "asbestos" or testing for, monitoring, cleaning up, removing, containing, mitigating, treating, neutralizing, remediating, or disposing of, or in any way responding to or assessing the actual or alleged effects of, "asbestos" by any insured or by any other person or entity; or
 - c. Claim, "suit", demand, judgment, obligation, or request to investigate which would not have occurred, in whole or in part, but for the actual or alleged presence of or exposure to "asbestos".

This exclusion applies regardless of who manufactured, produced, installed, used, owned, sold, distributed, handled, stored or controlled the "asbestos".

B. The following definitions are added to the Definitions section:

1. "Asbestos" means any type or form of asbestos, asbestos fibers, asbestos products, or asbestos materials, including any products, goods, or materials containing asbestos or asbestos fibers, products or materials and any gases, vapors, scents or by-products produced or released by asbestos.
2. "Reduction in value" means any claim, demand or "suit" that alleges diminution, impairment or devaluation of tangible property.

All other terms and conditions of this policy remain unchanged.

NOTICE OF ACCEPTANCE

VOIT-LEE INSURANCE INC
3701 TAYLORSVILLE ROAD #5
Louisville KY 40220



357

COOLBROOKS UTILITIES
PO BOX 91588
LOUISVILLE KY 40291-0588

LOAN SUMMARY	
Notice Date:	5/23/2011
Loan Number:	██████████
Total Premiums:	\$5,778.24
Down Payment:	\$1,557.06
Amount Financed:	\$4,221.18
Finance Charge:	\$143.38
Payment:	\$545.57
Annual % Rate:	8.98
Number of Payments:	8
First Due Date:	6/4/2011

This notice will acknowledge our acceptance of your Premium Finance Agreement (the "Agreement") which was originated through the above-referenced Agent or Broker. The Insurance Company(ies) providing your insurance coverage will be notified that you have entered into this Agreement. We will issue payment on your behalf as directed by your Agent or Broker.

We are pleased to receive and process the Agreement which was recently negotiated through your Agent or Broker referenced above. The Notice of Acceptance is our official acknowledgment and acceptance of your Agreement. Please carefully review the Loan Summary above. If any of the information does not agree with your records, please notify us immediately. If this is your first transaction with us, the following information may be helpful:

LOAN NUMBER. Your loan number is indicated above. Please refer to it if you contact us about your loan.

PAYMENTS. You will receive a billing statement approximately 12-15 days before each payment is due. If your first payment is due soon, your first billing statement will arrive in the next few days. It is important that your payments be received on or before the scheduled due date to ensure uninterrupted coverage. Pay By Web and Pay By Phone information is included with each billing statement.

INQUIRIES. You can log on to our website - www.bankdirectcapital.com - to access your loan and/or make a payment. If you have questions or need help you can email us - ContactUs@bankdirectcapital.com - or call our toll-free number listed below. Our Customer Service Department is ready and eager to assist you with any questions about your loan or other premium finance needs.

THANK YOU for funding your insurance premiums through BankDirect Capital Finance.

BankDirect
CAPITAL FINANCE
A subsidiary of Texas Capital Bank, N.A.
150 North Field Drive, Suite 190
Lake Forest, IL 60045
Phone: 877-226-5456 Fax: 877-226-5297
www.bankdirectcapital.com

*****RECEIVE YOUR BILL BY EMAIL - ContactUs@bankdirectcapital.com*****

BDCF NOA 0411



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF ENFORCEMENT
300 FAIR OAKS LANE
FRANKFORT KENTUCKY 40601
www.kentucky.gov

June 9, 2011

Coolbrook Utilities, LLC
Attention: Mr. Lawrence Smither
P.O. Box 91588
Louisville, KY 40291

Re: Post Conference Letter
AI ID: 1380
AI Name: Coolbrook Subdivision
WWTP
Case #: DOW 100186
Activity ID: ERF20100001
Permit#: KY0044351
County: Franklin

Dear Mr. Smither:

Thank you for participating in the Administrative Conference held on June 9, 2011, to address the Notices of Violation (NOV's) that have been issued to the Coolbrook Subdivision WWTP (Coolbrook).

We discussed the following remedial measures and conditions that may be included in an Agreed Order between the Cabinet and Coolbrook to resolve the outstanding violations cited against the above noted facility:

- A. At all times, Coolbrook shall report to the Cabinet all spills, bypass discharges, upset condition discharges or other releases of substances from its WWTP and sewer collection system which would result in or contribute to the pollution of the waters of the Commonwealth, including emergency and accidental releases, in accordance with KRS 224.01-400, and 401 KAR Chapter 5. Coolbrook shall make its initial report of the above discharges or releases by telephone to the DOW Frankfort Regional Office, 502-564-3358 or the Cabinet's 24-hour notification number, 800-928-2380 or 502-564-2380;
- B. At all times, Coolbrook shall provide for proper and regular operation and maintenance (O & M) of its sewage collection system and WWTP in accordance with, 401 KAR 5:065 and its permit condition. This includes, but is not limited to providing adequate fencing and a lockable gate to the facility; *Call Deborah*
- C. By July 1, 2011, Coolbrook shall submit to DENF for review and acceptance, a written



Corrective Actions Plan (CAP). The CAP shall include, but not be limited to, a schedule of completion dates to ensure compliance with permit requirements, including, but not limited to, providing proper disinfection of the facility's effluent, E. coli, Total Suspended Solids (TSS), and Total Residual Chlorine (TRC) at the facility. Upon written notification that DENF does not accept the CAP, Coolbrook has fifteen (15) days from the date of written notification by DENF to submit an amended CAP. If Coolbrook has received no response from DENF within thirty (30) days of receipt of the CAP, such plan shall become effective upon the expiration of that thirty (30) day period;

- D. By July 1, 2011, Coolbrook shall develop, and implement an O&M manual which shall include, but not be limited to, adequate laboratory controls, appropriate quality assurance procedures, a detailed design of the system, daily operating procedures, and a schedule of testing procedures. Coolbrook shall review and update this manual on an annual basis. Coolbrook shall submit to the Division of Enforcement (DENF) a self-certification that the manual has been developed. The manual shall be maintained at the facility and made available upon demand by the Cabinet for review and inspection;
- E. At all times, monitoring shall be conducted according to test procedures approved under 40 CFR Part 136, unless other test procedures have been established in KPDES Permit No. KY0044351;
- F. At all times, records of monitoring information shall include, but not be limited to:
1. The date, exact place, and time of sampling or measurements;
 2. The individuals who performed the sampling or measurements
 3. The date the analysis was performed;
 4. The analytical technique or method used; and
 5. The result of the analysis.
- G. Commencing immediately, Coolbrook shall retain records of all monitoring information, including all calibration and maintenance records and all original strip chart recordings for continuous instrumentation, copies of all reports required by KPDES Permit No. KY0044351, records of all data used to complete the application for the permit and other pertinent information for a period of at least three (3) years. The records shall be maintained in an orderly, sequential manner;
- H. At all times, Coolbrook shall measure the plant effluent flow as required by KPDES Permit No. KY0044351. Flow measurement devices shall be calibrated by an independent source at least once per year or as recommended by the manufacturer;
- I. At all times, Coolbrook shall accurately report all monitoring results on a Discharge Monitoring Report (DMR). The DMR's shall be submitted to the DOW, 200 Fair Oaks Lane, Frankfort, Kentucky 40601 and the DOW Frankfort Regional Office, by the 28th day of the month following the reporting period for all twelve (12) months of the year;
- J. By July 15, 2011, Coolbrook shall submit a Sanitary Sewer Overflow Plan (SSOP) to the Cabinet for review and acceptance. The SSOP shall include a map of the entire collection system, including the location of any known sanitary sewer overflows (SSO);
- frequency of overflows;
 - estimate of the annual volume of overflows;
 - type of overflow (manhole, pump station, overflow pipe, etc.);

- receiving stream for the overflow;
- immediate area of overflow and downstream land use, including potential for public health concerns;
- a description of any previous (within the last 5 years), current, or proposed rehabilitation or construction work to remediate or eliminate overflows;
- a schedule for the elimination of overflows; and
- a plan that addresses Coolbrook's approach to eliminating any sources of private Inflow and Infiltration (I&I), such as down spouts, sump pumps, roof drains, and other illegal connections to the system. The plan should include a schedule to address existing illegal connections, and a plan to prevent future connections.

The Cabinet shall review the SSOP and notify Coolbrook of any deficiencies in writing. Failure to develop an acceptable SSOP after three (3) notices of deficiency from the Cabinet shall constitute a violation of the Agreed Order;

K. By July 15, 2011, Coolbrook shall develop and submit a Sewer Overflow Response Protocol (SORP) to the Cabinet for review and acceptance. The SORP shall include, but not be limited to:

- an overflow response procedure (designated responders, response times, cleanup methods, etc.);
- a regulatory agency notification procedure; and
- a manhole and lift station inspection schedule

The Cabinet shall review the SORP and notify Coolbrook of any deficiencies in writing. Failure to develop an acceptable SORP after three (3) notices of deficiency from the Cabinet shall constitute a violation of the Agreed Order;

L. By August 1, 2011, Coolbrook shall submit to the DENF for DOW review and acceptance; an Inflow/Infiltration Rehabilitation Project to identify and correct Inflow/Infiltration (I/I) within Coolbrook's sewage collection system. The rehabilitation project shall include, but not be limited to:

- 1) identify all significant sources of I/I into the collection system;
- 2) contain a compliance schedule and description of corrective actions to be undertaken for correcting all cost-effective sources of I/I into the collection system;
- 3) contain updated, detailed maps, sketches and schematic diagrams of the current collection system; and

If the DOW does not accept the written I/I Rehabilitation Project, modifications to the plan, including the compliance schedule contained therein, shall be made in accordance with DOW specifications. The modified written I/I Rehabilitation Project shall be resubmitted to DENF within thirty (30) days of receipt of the aforementioned specifications from DOW. Coolbrook shall initiate the I/I corrective actions in accordance with the written I/I Rehabilitation Project and its approved compliance schedule. Coolbrook shall complete the rehabilitation or modifications set forth in the accepted I/I Rehabilitation Project not later than two (2) years from the execution of the Agreed Order;

M. By August 15, 2011, Coolbrook shall develop and implement a written Sludge Management Plan (SMP) which shall provide for proper management and disposal of sewage sludge generated at the facility. The SMP shall be reviewed annually and updated to reflect current

operations at the facility. Coolbrook shall submit to the Division of Enforcement (DENF) a self-certification that the manual has been developed. An up-to-date copy of the SMP shall be maintained at the facility and shall be made available upon request by the Cabinet for inspection;

- N. Commencing July 15, 2011, and for the duration of the Agreed Order, Coolbrook shall submit quarterly progress reports for compliance with this Agreed Order postmarked no later than April 15th, July 15th, October 15th, and January 15th, to DENF and the DOW Frankfort Regional Office until the Agreed Order is terminated;
- O. All submittals required of Coolbrook shall be submitted to:
- Division of Enforcement
Attention: Director
300 Fair Oaks Lane
Frankfort, KY 40601
- P. By August 1, 2012, Coolbrook shall be in compliance with KPDES Permit No. KY00244351 and the Agreed Order.

Coolbrook shall pay the Cabinet a civil penalty in the amount of twelve thousand dollars (\$12,000) to address the NOV's issued to the facility.

As discussed during the Administrative Conference, Coolbrook is to respond in writing by Friday, June 24, 2011, to the remedial measures and civil penalty tendered during the Administrative Conference. DENF will consider any reasonable change in dates for Coolbrook to complete the remedial measures and any reasonable counter offer to the civil penalty assessed against the WWTP.

If you have any questions, you may contact mc at (502) 564-2150, extension 168 or at greg.wilson@ky.gov.

564-9710

Respectfully,



J. Greg Wilson,
Enforcement Specialist III
Kentucky Division of Enforcement



Leak Eliminators, LLC.

DATE: October 25, 2011

TO: Lawrence W. Smither
3906 N. Camden Lane
P.O. Box 137
Crestwood, KY.40014

Project: Coolbrook Subdivision CCTV

We are pleased to present this proposal to Clean and Camera the main sewer lines in the Coolbrook Subdivision located in western Franklin County. Our proposal is based on meeting with you and the subdivision plat you provided.

We have included the following in our proposal:

- Jet Cleaning 22,000 LF of main sewer lines.
- Video & record 22,000 LF of main sewer lines.
- Accessing 100 Manhole's to CCTV the main sewer lines.
- Provide Copies of DVD and report after completion of CCTV.

Total Cost Estimate \$35,200.00

Thank you for the opportunity to provide you with this quote if you need additional information please feel free to call.

Sincerely,

Dennis O'Connell

Leak Eliminators, LLC
Estimator/Project Manager
1064 Manchester Street
Lexington, KY 40508
(502) 352 - 3356

Martin's Pipeline Inspection

1020 Wes-Lee Drive

Paris, KY 40362

Date: 02-09-12

Atten: Larry Smither

Subject: Cool Brooke Subdivision

Dear Larry,

The following is a quote for CCTV inspection and High Pressure Cleaning for the Cool Brooke Subdivision. Approximately 22,000 ft of sanitary sewer is to be cleaned and 100 sanitary manholes to be inspected.

- **CCTV 22,000 ft. of Sanitary Sewer**
- **High Pressure Cleaning of 22,000 ft. of Sanitary Sewer**
- **Inspection of 100 Sanitary Sewer Manholes**

Total cost \$38,400

Sincerely



Neil Buchanan