

# **EXHIBIT L**

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ATTORNEYS AT LAW

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FRANKFORT, KENTUCKY 40602-0676

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November 21, 2014

RECEIVED

NOV 21 2014

PUBLIC SERVICE  
COMMISSION

**Via Hand Delivery**

Ms. Linda Faulkner  
Kentucky Public Service Commission  
211 Sower Boulevard  
P. O. Box 615  
Frankfort, Kentucky 40602-0615

Re: Application of Bullitt Utilities, Inc. (Bullitt Utilities"), for a Certificate of Convenience and Necessity, and for Surcharge for Same ("Application")  
PSC Case No. 2014-0255

Dear Ms. Faulkner:

Please find enclosed a copy of the Agreed Order prepared by the Kentucky Energy and Environment Cabinet ("Cabinet") that has been executed by Bullitt Utilities concerning, among other things, the failure of the Hunters Hollow Wastewater Treatment Plant ("WWTP"). The failure of this WWTP is the subject of the above-referenced Application. This Agreed Order is being circulated for execution by the representatives of the Cabinet.

I have also enclosed a copy of the executed contract between Bullitt Utilities and the Bullitt County Sanitation District ("BCSD"). This contract provides for BCSD to treat the flow from the Hunters Hollow collection system.

Now that I have these documents, I will be able to prepare an amended application that will respond to your request to provide the PSC with certain information in connection with above-referenced Application. Accordingly, Bullitt Utilities is requesting an extension of time until December 1, 2014, to respond to your request.

Thank you for your attention to this matter, and please let me know if I need to take any further action with respect to this matter at this time.

Yours truly,

  
Robert C. Moore

RCM/neb  
Enclosures

cc: Ann Ramser - via electronic mail  
Chris Cogan - via electronic mail

**AGREEMENT BETWEEN BULLITT COUNTY SANITATION DISTRICT AND  
BULLITT UTILITIES, INC.**

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DATED 10/01/14

Come Bullitt County Sanitation District ("BCSD") and Bullitt Utilities, Inc. ("Bullitt Utilities"), on this the 10 day of October, 2014 and hereby enter into this Agreement.

WHEREAS, Bullitt Utilities is a privately owned wastewater utility that owns the Hunters Hollow wastewater treatment plant ("WWTP") and collection system located in Bullitt County, Kentucky. The Hunters Hollow WWTP was a 250,000 gallon per day ("gpd") WWTP providing service for approximately 696 residential and commercial customers at a residential rate of \$26.83 per month. On or about March 29, 2014, the Hunters Hollow WWTP suffered a catastrophic failure.

WHEREAS, Bullitt Utilities has provided treatment for the wastewater generated by the Hunters Hollow collection system ("Collection System") since March 29, 2014 through the use of a Pecco temporary WWTP and a Veolia temporary WWTP. The cost to operate these temporary WWTPS is exorbitant, and a short term and long term solution to the failure of the Hunters Hollow WWTP is needed in order to provide treatment for the wastewater generated by the Collection System.

WHEREAS, in order to avoid an environmental emergency, BCSD is willing to provide short term emergency treatment for the wastewater generated by the Collection System until a permanent solution to the failure of the Hunters Hollow WWTP can be implemented which is expected to be on or before December 31, 2016.

NOW THEREFORE, in consideration of the premises set forth herein, BCSD and Bullitt Utilities hereby agree to the following terms:

1. BCSD agrees to make any and all reasonable efforts to accept the wastewater flow from the Collection System within sixty (60) days of the execution of this Agreement. BCSD shall not be responsible for failure to complete the construction of the proposed facilities due to state or federal permitting requirements (Division of Water, Department of Transportation, etc.), acquisition of easements or any other delay due to causes beyond the control of BCSD.
2. BCSD agrees to provide treatment for the wastewater generated by the Collection System until December 31, 2016.
3. Bullitt Utilities will purchase and install two (2) magnetic flow meters, and BCSD shall maintain the two (2) flow meters. One meter will be provided for the Collection System's flow diverted to Union Tool (divided between Plant Three and Willabrook), and the second meter will be provided for the Collection System's flow diverted to Pioneer Village.
4. BCSD shall make every reasonable attempt to accept from the Collection System an average daily flow of 150,000 gallons with a maximum peak daily flow of up to 300,000 gallons. The amount of maximum peak day flow accepted shall be dependent upon performance of BCSD

- treatment facilities. BCSD shall have all authority to make adjustments to the pump rates from the Collection System.
5. Any overflows from the Collection System caused by flows in excess of those stated in paragraph 4 above, shall be reported to the Kentucky Division of Water by Bullitt Utilities, and shall be the responsibility of Bullitt Utilities until the Collection System is conveyed to BCSD or another entity.
  6. BCSD shall only be responsible for the portion of the pipeline from the flow meters installed by Bullitt Utilities to the BCSD's treatment plants.
  7. Bullitt Utilities shall be responsible for maintaining the Hunters Hollow Collection System and for the operation and maintenance of the pumps at the site of the former Hunters Hollow WWTP.
  8. Bullitt Utilities agrees to pay BCSD for treatment of wastewater from the Collection System an amount equal to eighty percent (80%) of the gross revenue, excluding surcharge receipts, received by Bullitt Utilities from its customers per month. Bullitt Utilities shall request the Louisville Water Company to, if possible, pay this eighty percent of monthly gross revenue, excluding surcharge receipts, directly to BCSD.
  9. BCSD shall engineer the pipeline from BCSD's existing facilities up to the two (2) new flow meters for the Hunters Hollow Collection System and shall engineer upgrades required at BCSD pump stations to accept the increased flows from the Collection System. Bullitt Utilities shall engineer the two (2) new flow meters, and the pumping and piping systems from its existing facilities to said flow meters. BCSD shall have review authority of Bullitt Utilities' pumping system engineering design to the two (2) new flow metering points, including the flow meters, to assure that flow rates can be controlled during peak day flow events. Bullitt Utilities' pumps shall have variable rate adjustment for controlling flow rates.
  10. BCSD shall require a contribution in aid of construction in the amount of \$125,000.00. The \$125,000 is to be paid directly to BCSD upon execution of this Agreement.
  11. Due to the unusual situation that this customer connection is for short term emergency treatment only, the tap fee required by BCSD Resolution Number 2012-08 will be waived for connection of Bullitt Utilities to BCSD in exchange for the engineering and construction contribution provided by Bullitt Utilities.
  12. Bullitt Utilities agrees to pledge as security for fulfilling its duties under this agreement, until December 31, 2016, its interest in any surcharge proceeds that the Public Service Commission ("PSC") may authorize, that exceeds the surcharge proceeds authorized to pay for services and/or equipment provided by Veolia, Pecco and other individuals or entities to Bullitt Utilities to respond to the failure of the Hunters Hollow WWTP.
  13. BCSD and Bullitt Utilities agree to work to develop a long term solution to the failure of the Hunters Hollow WWTP.
  14. At any time during the term of this agreement, BCSD may purchase from Bullitt Utilities the Hunters Hollow Collection System, including its piping, manholes, pump stations, pumps and appurtenances for the amount of One Dollar (\$1.00), contingent upon and subject to, the PSC's authorization of the payment of a surcharge to Bullitt Utilities and the surcharge proceeds will continue to be paid to Bullitt Utilities or its assignee(s) after the sale of the Collection System. Should the PSC authorize the payment of a surcharge to Bullitt Utilities, but not the right to

continue to receive the surcharge proceeds after Bullitt Utilities' sale of the Collection System, the BCSD shall have the right to purchase the Collection System for the amount of One Dollar (\$1.00) upon the expiration of the surcharge.

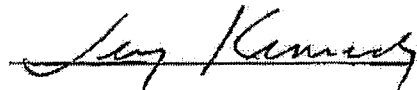
#### 15. General provisions


- 15.1 Successors and Assigns. No party shall assign, sublet or transfer its interest in this Agreement without the prior written consent of the other parties. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public or private body which may be a party thereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the parties to the Agreement.
- 15.2 Mediation. Claims, disputes or other matter in question between the parties to this Agreement shall be first subject to pre-suit mediation prior to the filing of any legal claims or litigation. Pre-suit mediation is a condition precedent to litigation. The obligation to mediate is a material and essential provision of this Agreement. Unless otherwise agreed to in writing, the parties shall continue to provide and/or make the treatment, work and payments to be performed pursuant to this Agreement during any mediation or litigation, except for payments for items or work in dispute. Either party may initiate a mediation proceeding by submitting a request in writing to the other party within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the applicable statute of limitations has expired. The parties shall endeavor in good faith to mutually agree upon an acceptable mediator. Each party is to bear its own fees, costs and expenses of said mediation. In the event that mediation is unsuccessful, all claims, disputes, or other matters in question shall be resolved in the Circuit or District Courts of Bullitt County, Kentucky and shall be governed by the laws of the Commonwealth of Kentucky.
- 15.3 This Agreement may be executed in two or more original or facsimile counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same Agreement.
- 15.4 Construction. Should any provision of this Agreement require interpretation or construction, it is agreed by the parties hereto that the Court, administrative body or other entity interpreting or construing this Agreement shall not apply the presumption that the provisions hereof shall be more strictly construed against one party than another by reason of the rule of construction that a document is to be more strictly construed against the party who itself or through its agent prepared the same. The headings of sections and subsections are for convenience only and shall not affect or control the meaning or construction of any of the provisions of this Agreement.
- 15.5 Notices. All notices, requests, demands, or other communications required under this Agreement shall be made in writing and shall be served by hand delivery or by placing such in the United States Mail, certified mail, return receipt requested and bearing adequate postage or by overnight mail. Each notice shall be effective upon receipt.
- 15.6 Waiver. No waiver by any party of any default or non-performance by either party shall be considered a waiver of any subsequent default or non-performance.

- 15.7 Severability. In the event that any term, provision or covenant hereunder shall be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain valid and enforceable by any party to the Agreement and the invalid unenforceable covenant shall automatically be deemed modified and amended to provide the maximum rights available under applicable law to the party who is the beneficiary of the term, provision, or covenant in question.
- 15.8 Authority of Parties. The individuals who have executed this Agreement on behalf of the respective parties expressly represent and warrant that they are authorized to sign on behalf of such entities for the purpose of duly binding such entities to this Agreement.
- 15.9 IN THE EVENT THAT EITHER THE BCSD AND/OR BULLITT UTILITIES IS UNABLE TO NEGOTIATE AN AGREED ORDER WITH THE ENERGY AND ENVIRONMENT CABINET THAT IS NOT ACCEPTABLE TO THE PARTY TO THE AGREED ORDER, THIS AGREEMENT SHALL BECOME NULL AND VOID AND UNENFORCEABLE.
- 15.10 Entire Agreement. This Agreement sets forth the entire Agreement between the parties hereto and, except as otherwise expressly provided, fully replaces, cancels and supersedes any and all prior Agreements or understandings between the parties hereto pursuant to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bullitt County Sanitation District

  
 JERRY KENNEDY  
 DISTRICT MGR 11-10-14  
 Print name and title

Bullitt Utilities, Inc.  
  
 CHRISTOPHER G. COGAN, AS:  
 POWER OF ATTORNEY FOR:  
 CARROLL F. COGAN, ITS:  
 Print name and title PRESIDENT

HAZELRIGG & COX, LLP  
ESCROW ACCOUNT  
415 W MAIN ST  
FRANKFORT, KENTUCKY 40601

1345

73-416-421

DATE 11-7-14

PAY TO THE ORDER OF

Bullitt County Sanitation District

\$ 125,000.<sup>00</sup>/<sub>100</sub>

One hundred twenty five thousand & <sup>00</sup>/<sub>100</sub>

DOLLARS

Whitaker Bank  
A subsidiary of Whitaker Bank Corporation of Kentucky  
170 West Main Street  
Frankfort, Kentucky 40601  
Member FDIC

FOR Bullitt Utilities / BCSA Agreement

Robert C. Moon



Security Features

RECEIVED

MAY 15 2015

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

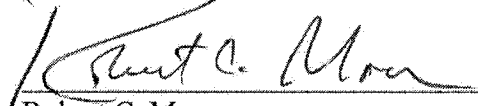
In the Matter of:

APPLICATION OF BULLITT UTILITIES, INC. )  
FOR A CERTIFICATE OF CONVENIENCE AND ) CASE NO 2014-00255  
NECESSITY AND SURCHARGE FOR SAME )

**NOTICE OF FILING BY BULLITT UTILITIES, INC.,**  
**OF FIRST AMENDMENT TO AGREEMENT WITH**  
**BULLITT COUNTY SANITATION DISTRICT**

Comes Bullitt Utilities, Inc. ("Bullitt Utilities"), by counsel, and hereby files an executed copy of the First Amendment to Agreement Between Bullitt County Sanitation District ("BCSD") and Bullitt Utilities. Said First Amendment was executed by BCSD on May 15, 2015. Bullitt Utilities further notes that the flow meters referenced in the First Amendment were received on site by Bullitt Utilities on May 15, 2015.

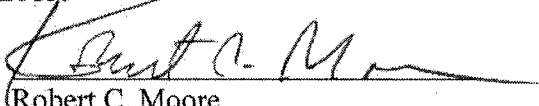
Respectfully submitted,



Robert C. Moore  
HAZELRIGG & COX, LLP  
415 West Main Street, 1<sup>st</sup> Floor  
P. O. Box 676  
Frankfort, Kentucky 40602-0676  
(502) 227-2271  
Email: Rmoore@Hazelcox.com

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing was served by hand delivery on Jeff Derouen, Executive Director, Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Kentucky 40602 and by United States Mail on Gregory T. Dutton and Jennifer Black Hans, Assistant Attorney General, 1024 Capital Center Drive, Suite 200, Frankfort, Kentucky 40601-8204, on this the 15<sup>th</sup> day of May, 2015.



Robert C. Moore



DRAFT 050415

FIRST AMENDMENT TO AGREEMENT BETWEEN BULLITT COUNTY SANITATION DISTRICT AND BULLITT UTILITIES, INC.

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Come the parties to the Agreement Between the Bullitt County Sanitation District and Bullitt Utilities, Inc. , dated November 11, 2014 (hereinafter "November 11, 2014 Agreement"), and hereby enter into this First Amendment to the November 11, 2014, Agreement on this the 15 day of May, 2015.

WHEREAS, Bullitt Utilities, Inc. ("Bullitt Utilities") is constructing a pump station and wet well, with associated equipment, to convey the sanitary sewage from the Hunters Hollow collection system to the Bullitt County Sanitation District ("BCSD") sanitary sewer system for treatment (hereinafter "Pump Station and Wet Well"), and BCSD has reviewed and approved the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is submitting to the Kentucky Division of Water (hereinafter "DOW") for review and approval the plans and specifications for the Pump Station and Wet Well.

WHEREAS, Bullitt Utilities is entering into a contract with Larry Clark Construction, Inc., for the construction of the Pump Station and Wet Well, and it will take approximately 60 to 90 days from the issuance of notice to proceed for the construction of the Pump Station and Wet Well to be completed.

WHEREAS, BCSD and Bullitt Utilities wish to enter into this First Amendment to the November 11, 2014, Agreement to address the BCSD's treatment of the sanitary sewage generated by the Hunters Hollow Collection system during the time period from May 4, 2015, until the completion of the construction of the Pump Station and Wet Well (hereinafter "Construction Time Period").

NOW THEREFORE, in consideration of the premises set forth herein, BCSD and Bullitt Utilities hereby agree to the following terms:

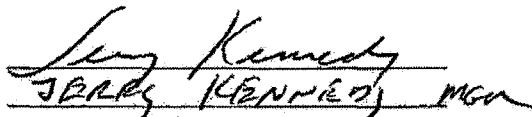
1. During the Construction Time Period, BCSD agrees to make any and all reasonable efforts to accept from the Hunters Hollow collection system, for treatment, up to 180,000 gallons per day of sanitary sewage. The amount of maximum peak day flow accepted shall be dependent upon performance of BCSD treatment facilities. BCSD shall have all authority to make adjustments to the pump rates from the Collection System, and Bullitt Utilities shall make any and all reasonable efforts to maintain the flow from the Hunters Hollow collection system at no more than 180,000 gallons per day.
2. Bullitt Utilities agrees to install two (2) recordable magnetic flow meters or recordable ultrasonic flow meters on its lines conveying the sanitary sewage to BCSD's sanitary sewage system, one for the flow diverted to Union Tool (divided between Plant Three and Willabrook), and one for the flow diverted to Pioneer Village. BCSD shall only be

responsible for the portion of the pipeline from these flow meters to BCSD's treatment plants.

3. Bullitt Utilities further agrees to install an alarm that will provide it with notice in the event the equipment pumping the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system is not working properly.
4. BCSD agrees that Bullitt Utilities is authorized to use its submersible pump and its self priming pump to pump the sanitary sewage from the Hunters Hollow collection system to BCSD's sanitary sewer system during the Construction Time Period. Bullitt Utilities agrees to complete the repair of its second self-priming pump and have it available for use as a replacement pump as soon as possible.
5. Bullitt Utilities agrees to construct the Pump Station and Wet Well in accordance with the plans and specifications, as previously approved by BCSD, subject to modifications required by the Kentucky Department of Environmental Protection. However, Bullitt Utilities may substitute recordable ultrasonic flow meters for the recordable magnetic flow meters.
6. Bullitt Utilities agrees to provide BCSD with a copy of the signed contract providing for the construction of the Pump Station and Wet Well, the Notice to Proceed and a copy of the down payment check. Bullitt Utilities further agrees to provide BCSD personnel reasonable access to its facilities in order to determine that the self priming pump and submersible pump are working properly.
7. Bullitt Utilities agrees to pay BCSD for treatment of the sanitary sewage from the Hunters Hollow collection system during the Construction Time Period and thereafter, an amount equal to eighty percent (80%) of Bullitt Utilities' gross revenue as of the execution of this First Amendment, excluding surcharge receipts, received by Bullitt Utilities from its customers per month. Bullitt Utilities shall request the Louisville Water Company to, if possible, pay this eighty percent (80%) of monthly gross revenue, excluding surcharge receipts, directly to BCSD. The payment to be made to BCSD shall be pro-rated based on the number of days per month BCSD accepts wastewater for treatment.
8. The provisions of the November 11, 2014, Agreement, that have not been modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Bullitt County Sanitation District

  
JERRY KENNEDY, MGR

Print name and title

Bullitt Utilities, Inc.

  
CHRISTOPHER G. COGAN, AS

Print name and title POWER OF ATTORNEY

FOR: CARROLL F. COGAN, PRESIDENT