



Date: Monday, October 30, 2017 12:54 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: School Tax Ordinance

Jessica,

Can you locate the ordinance that requires the school tax to be charged? It was not listed on the County website with similar documents.

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

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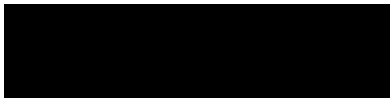


Date: Friday, October 27, 2017 11:04 AM
From: James E Keeton <James.Keeton@amwater.com>
To: erwa@windstream.net <erwa@windstream.net>
Subject: Information

Hi Jessica,

Here is the information we talked about this morning. Please send me a note so that I know you got this note.

Jack Hughes



Thanks

Jimmy Keeton
Director, Government Affairs
Kentucky American Water
Phone: 859-268-6339
Cell: 859-618-5449
Fax: 859-268-6327
james.keeton@amwater.com

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Date: Friday, October 27, 2017 8:20 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Billing Report

Ok, thanks.

Who gets charged the Rockcastle fee and the Jackson fee? Different parts of the system? Is there a small group of customers outside Rockcastle County?

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Friday, October 27, 2017 9:09 AM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Billing Report

EXTERNAL EMAIL - "Think before you click!"

On the bill they are charged for water and school tax. That is all. WCI is for Rockcastle Co/Utility and WAI is for Jackson Co/Utility. Those are for school taxes.

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Friday, October 27, 2017 7:54 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

What is WCI and WAI? Our tax department is looking for anything that has to show up on the bill. An example would be school tax, franchise fee, any special charges where there may be an ordinance in Livingston or Rockcastle County. That kind of stuff.

>

Thanks.

>

Get [Outlook for iOS](#)

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

> **Sent:** Friday, October 27, 2017 8:50:14 AM

> **To:** Bryan V Siler

> **Subject:** Re: Billing Report

> **EXTERNAL EMAIL - "Think before you click!"**

>

>

>

Bryan,

>

I'm not sure if this is the billing report you wanted. If not let me know.

>

Meter reading went about the same.

>

Thanks,

Jess

>

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Thursday, October 26, 2017 1:18 PM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:

> >

Jessica,

You showed me a billing report where each column was a line item on the bill (I think). One for water charge, one for taxes, etc.

Can you send me a copy of that report?

Also, how did meter reading go yesterday?

Thanks.

Bryan Siler

> > Business Performance Manager
> > Kentucky American Water
> > 2300 Richmond Road
> > Lexington, Kentucky 40502

> > O: 859.268.6350
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[Get Outlook for iOS](#)

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Subject: Re: Billing Report

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Meter reading went about the same.

Thanks,

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Date: Tuesday, October 17, 2017 1:06 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: PSC Web Site

Jessica,

Below is a link to a document the PSC posted earlier today in regards to our transfer of control case. You might save this link and check for updates periodically (or I can send them to you). There is also an automatic update that can be sent if you enroll. I can show you how to do that if you would like.

This document sets out a procedural schedule for inquiries that will be made and when responses to those are due. We will be in touch as this develops.

Call me if you have any questions.

Thanks.

https://psc.ky.gov/PSC_WebNet/ViewCaseFilings.aspx?Case=2017-00383

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

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Date: Friday, October 6, 2017 7:51 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Hi

Thank you.

I will be out next week. If you need anything while I am gone feel free to call Jimmy Keaton at [18596185449](tel:18596185449)
Enjoy!!!

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350M](tel:18592686350M): [18595370749E](tel:18595370749E): bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Friday, October 6, 2017 8:47 AM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Hi

Hope everything is going well. Let me know if you need anything. Have a great weekend!
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: [16064530019](tel:16064530019)

FAX: [16064530020](tel:16064530020)

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Date: Thursday, September 28, 2017 10:52 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Meter Errors

Oh, ok. Just have him call me when he comes in to the office. I can walk him through it if it works. It may need to be charged with a USB cable if the screen does not come on when you press a button.

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Thursday, September 28, 2017 11:48 AM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Meter Errors

EXTERNAL EMAIL - "Think before you click!"

Hey Bryan! I just looked at the pic you sent. We have one that looks like that. I don't know if it works or if Rodney knows how to use it though.

Jess

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Thursday, September 28, 2017 10:09 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

Please show this to Rodney – we talked about the new meters he installed with zero consumption this morning. I will send him a PitStop reading device that may help diagnose those issues.

Thanks.

Bryan Siler

> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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Date: Thursday, September 28, 2017 10:09 AM
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To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Meter Errors

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Thanks.

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Business Performance Manager
Kentucky American Water
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Lexington, Kentucky 40502

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Bluetooth, Wi-Fi, Signal strength, 67% battery, 10:34 AM



Aa

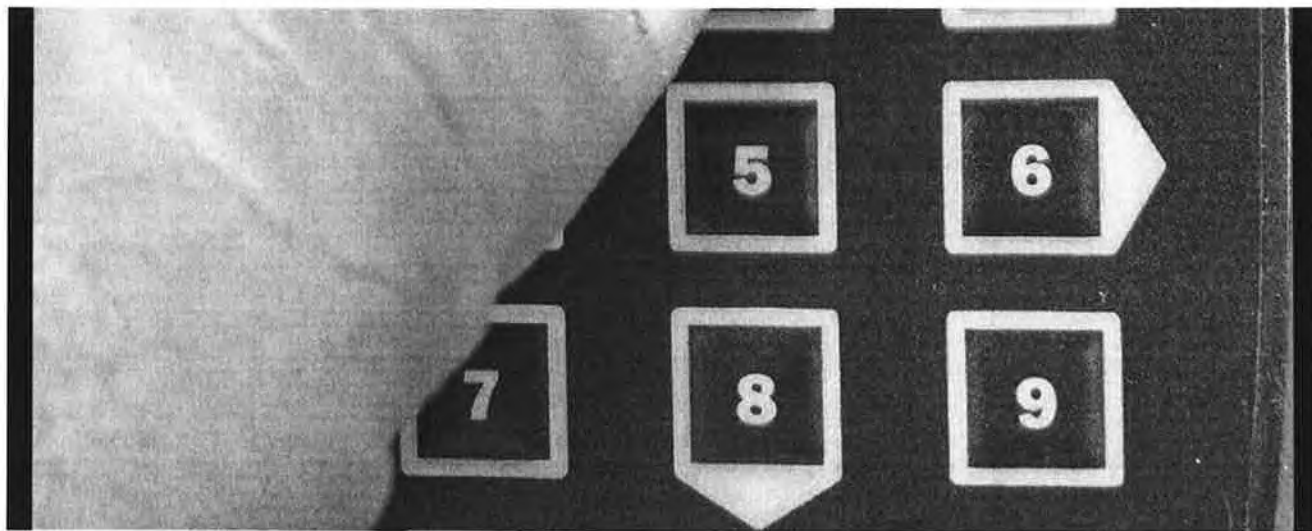


Hersey® Meters

ID > Read > 55
0013226938 031907 92
Et Q Mark 11-20
at OK 60052 Rx 4

2

3



9

5

3

2

ID >Read> 55
0013226938 031007 92
ET @ Mark 11-20
at OK 60052 Rx 4

Hersey® Meters



Date: Wednesday, September 27, 2017 1:10 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: CRM

I like a challenge... :)

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Wednesday, September 27, 2017 2:02 PM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: CRM

EXTERNAL EMAIL - "Think before you click!"

No.

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: [16064530019](tel:16064530019)FAX: [16064530020](tel:16064530020)

On Wednesday, September 27, 2017 12:44 PM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
> Are there any location notes for these meters in your system?
>
>
> _____
> Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502
>
> O: [18592686350](tel:18592686350): [18595370749](tel:18595370749): bryan.siler@amwater.com
>
>
> -----Original Message-----
> From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
> Sent: Wednesday, September 27, 2017 8:32 AM
> To: Bryan V Siler <Bryan.Siler@amwater.com>
> Subject: CRM
>
>
> EXTERNAL EMAIL - "Think before you click!"
>
>
> Customer Read Meters - CMR *
>
>
> Let me know if you need anything else!
>

>
> Thanks,
> Jess
>
>
> Eastern Rockcastle Water Association
>
> PO Box 540
>
> Mt. Vernon, KY 40456
>
> PHONE: [16064530019](tel:16064530019)> FAX: [16064530020](tel:16064530020)>
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Date: Wednesday, September 27, 2017 12:39 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: CRM

Ok, thank you.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Wednesday, September 27, 2017 12:17 PM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: CRM

EXTERNAL EMAIL - "Think before you click!"

The CRM with the * is a customer read meter.
Yes some customers do have multiple meters.
The blank meter IDs Rodney has not installed meters yet. They are new customers.

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: [16064530019](tel:16064530019)FAX: [16064530020](tel:16064530020)

On Wednesday, September 27, 2017 7:55 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
> Does the CRM field notate it is a telephone reading?
>
> Also, I assume some people have multiple meters?
>
> There are a couple blank meter IDs. Not a problem, are these just old?
>
>
>
> Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502
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> O: [18592686350](tel:18592686350): [18595370749](tel:18595370749): bryan.siler@amwater.com
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> EXTERNAL EMAIL - "Think before you click!"
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> Customer Read Meters - CMR *
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O: [18592686350](tel:18592686350); [18595370749](tel:18595370749)E: bryan.siler@amwater.com

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Subject: CRM

EXTERNAL EMAIL - "Think before you click!"

Customer Read Meters - CMR *

Let me know if you need anything else!

Thanks,
Jess

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PO Box 540

Mt. Vernon, KY 40456

PHONE: [16064530019](tel:16064530019)

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Date: Wednesday, September 27, 2017 7:46 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: CRM

Thank you. Looks like your computer is working. At least it didn't go down yesterday before bills were printed. :)

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

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Sent: Wednesday, September 27, 2017 8:32 AM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: CRM

EXTERNAL EMAIL - "Think before you click!"

Customer Read Meters - CMR *

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Date: Tuesday, September 26, 2017 2:43 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: ERWA System Map(s)

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Tuesday, September 26, 2017 3:38 PM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: ERWA System Map(s)

EXTERNAL EMAIL - "Think before you click!"

Bryan,

I just sent Deron an email!

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Tuesday, September 26, 2017 1:33 PM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

I am trying to get a copy of the system map you have on the wall in the office. If you can, let Monarch Engineering know it is okay for them to send me an electronic copy of any maps they have of your system. Please send an e-mail to the address below:

dbyrne@monarchengineering.net

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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Date: Tuesday, September 26, 2017 1:33 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: ERWA System Map(s)

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dbyrne@monarchengineering.net

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Bryan Siler
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Date: Tuesday, September 26, 2017 9:34 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Joint Application for Change of Control

Jessica,

Attached is the Joint Application we signed and notarized when we were down last week. It has been filed with the PSC.

Let me know if you have any questions or need anything.

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350

M: 859.537.0749

E: bryan.siler@amwater.com

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KAW_APP_092217.pdf

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

IN THE MATTER OF:)
)
THE VERIFIED JOINT APPLICATION OF)
EASTERN ROCKCASTLE WATER ASSOCIATION) **CASE NO. 2017-00383**
AND KENTUCKY-AMERICAN WATER COMPANY)
FOR THE TRANSFER OF CONTROL AND ASSETS)

VERIFIED JOINT APPLICATION

Kentucky-American Water Company (“KAW”) and Eastern Rockcastle Water Association (“ERWA”) state the following:

1. KAW is a corporation organized and existing under the laws of the Commonwealth of Kentucky with its principal office and place of business at 2300 Richmond Road, Lexington, Kentucky 40502. KAW can be contacted by e-mail via the e-mail addresses of its counsel set forth below. KAW was incorporated on February 27, 1882 and is currently in good standing in the Commonwealth of Kentucky.

2. KAW is a wholly-owned subsidiary of American Water Works Company, Inc. (“American Water”) and is engaged in the distribution and sale of water in its Central Division, consisting of Bourbon, Clark, Fayette, Harrison, Jessamine, Nicholas, Scott and Woodford Counties and its Northern Division, consisting of Gallatin, Owen and Grant Counties. KAW currently owns, operates and maintains potable water production, treatment, storage, transmission and distribution systems for the purpose of furnishing potable water for residential, commercial, industrial and governmental users in its service territory. KAW is also engaged in the collection and treatment of wastewater in Franklin, Owen, Bourbon and Clark Counties.

3. ERWA is a water association organized and existing under the laws of the Commonwealth of Kentucky with its business address of 9246 Main Street, Livingston, Kentucky 40456. ERWA may be reached by e-mail at erwa@windstream.net. ERWA's telephone number is 606-453-0019. ERWA was incorporated on March 30, 1990 and is a water association and utility operating under the jurisdiction of the Public Service Commission ("Commission") for the provision of water utility services in Rockcastle County, Kentucky.

4. Pursuant to KRS 278.020(6), KAW and ERWA jointly petition the Commission for the approval of the Asset Purchase Agreement ("APA") by which KAW will acquire ERWA's assets. A copy of the APA is attached as Exhibit 1. KAW further petitions the Commission upon approval of the APA to permit KAW to serve ERWA customers in accordance with KAW's existing water tariff on file except that the rates to be charged would remain the same as set forth at page 4 of ERWA's current tariff on file with the Commission. A copy of page 4 of ERWA's tariff is attached as Exhibit 2. In the event the Commission approves the change of control requested herein, KAW will file an Adoption Notice of page 4 of ERWA's current tariff in accordance with 807 KAR 5:011, Section 11.

5. KAW and ERWA seek to consummate the purchase by KAW of ERWA's assets no later than December 22, 2017. The proposed purchase includes all of ERWA's tangible assets and real property interests devoted to the provision of water service except for the limited exclusions set forth in the APA. KAW and ERWA request an Order from the Commission approving their transaction no later 60 days from the date of filing of this Joint Application.

6. From and after the contemplated December 22, 2017 closing, KAW will assume responsibility for the operation of ERWA and service to ERWA's customers. KAW will make

or other transferable property rights to Buyer for all mains used in the Business, which are not located on or in public rights-of-way, and must provide assignments of public rights-of-way Permits with only those conditions acceptable to Buyer for all mains located in municipal, county or state owned public rights-of-way;

(iv) such other deeds, bills of sale, assignments, certificates of title, documents and other instruments of transfer and conveyance as may be reasonably requested by Buyer, each in form and substance satisfactory to Buyer;

(v) a certificate as to the accuracy of Seller's representations and warranties as of the Effective Date of this Agreement and as of Closing in accordance with Section 5.1(a) and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before Closing in accordance with Section 5.1(b);

(vi) a certificate of the Secretary of Seller, dated as of the Closing, certifying: (A) that attached are true copies of the duly adopted resolutions of the Seller's governing body authorizing the execution of this Agreement and the sale of all Assets; and (B) the incumbency, signatures and authority of the governing body members of Seller executing this Agreement or any agreement contemplated hereby on behalf of Seller;

(vii) a general release in a form reasonably acceptable to Buyer;

(viii) a legal opinion of Seller's legal counsel, affirmatively opining to such matters as Buyer or its legal counsel may reasonably request, including but not limited to the due authorization and execution of this Agreement by Seller and the enforceability thereof; and the Seller's compliance with any applicable Kentucky statutes or regulations applicable to its sale of its water utility system.

(b) At or prior to Closing, Buyer shall deliver to Seller, the following documents, duly executed, or funds:

(i) The Purchase Price, by wire transfer or other immediately available funds, to an account specified by the Seller;

(ii) a certificate as to the accuracy of Buyer's representations and warranties as of the Effective Date of this Agreement and as of Closing in accordance with Section 5.2(a) and as to its compliance with and performance of its covenants and obligations to be performed or complied with at or before Closing in accordance with Section 5.2(b);

(iii) a certificate of the company secretary of Buyer, dated as of the Closing, certifying: (A) that attached are true copies of the duly adopted resolutions of the Buyer's board of directors authorizing this Agreement and the purchase of all Assets; and (B) the incumbency, signatures and authority of the officer or officers of Buyer executing this Agreement or any agreement contemplated hereby on behalf of Buyer; and

(iv) a certificate of existence issued by the Secretary of State of Kentucky with respect to Buyer, dated not earlier than thirty (30) days prior to Closing.

ARTICLE 3

Representations and Warranties of Seller

Seller hereby makes the following representations and warranties to Buyer:

3.1 Organization. Seller is a water association duly organized and validly existing under the Laws of the State of Kentucky, with full power and authority to conduct the Business as it is now being conducted and to own and operate its Assets.

any necessary improvements over time to ensure that the existing and future customers are provided with the same quality of service as is currently being provided to KAW customers.

7. KAW has the financial, technical, and managerial abilities to skillfully and efficiently operate the acquired assets as required by KRS 278.020(6). Evidence of KAW's financial integrity to ensure the continuity of water service to ERWA's customers as required by KRS 278.020(10) may be found in the KAW annual reports on file with this Commission which were filed in March 2017. To the extent the Commission requires specific evidence of KAW's financial integrity not found in those annual reports, KAW would be happy to provide such information upon Commission request in this matter.

8. This Joint Application is made in accordance with the law, for a proper purpose, and is consistent with public interest, all in accordance with KRS 278.020(6).

9. WHEREFORE, KAW and ERWA ask that the Commission enter an order (1) authorizing the transfer of ownership of ERWA's assets under the terms set forth in the APA and (2) authorizing KAW to provide water services to ERWA customers in accordance with KAW's existing water tariff on file with the exception described in Paragraph 4 related to page 4 of ERWA's current tariff (attached as Exhibit 2).

VERIFICATION

I, Nick O. Rowe, President of Kentucky-American Water Company, do hereby state that the statements made in this Joint Application are true and accurate to the best of my knowledge.

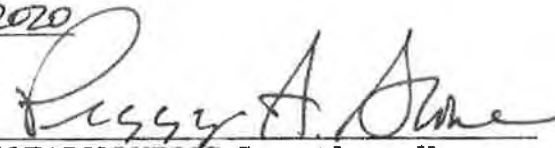

NICK O. ROWE

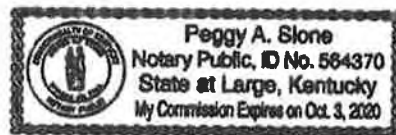
COMMONWEALTH OF KENTUCKY)

COUNTY OF FAYETTE)

Subscribed, sworn to, and acknowledged before me by Nick O. Rowe, President of Kentucky-American Water Company, for and on behalf of said corporation.

My Commission expires: 10/3/2020


NOTARY PUBLIC, State at Large, Ky.



VERIFICATION

I, Russell Barron, President of Eastern Rockcastle Water Association, hereby state that the statements made in this Joint Application are true and accurate to the best of my knowledge.

Russell Barron
RUSSELL BARRON

COMMONWEALTH OF KENTUCKY)

COUNTY OF *Rockcastle*)

Subscribed, sworn to, and acknowledged before me by Russell Barron, President of Eastern Rockcastle Association, for and on behalf of said entity.

My Commission expires: *10-13-2020*

Sandra Mahaffey
NOTARY PUBLIC, State at Large, Ky.

Lindsey W. Ingram III

L.Ingram@skofirm.com

Monica H. Braun

Monica.braun@skofirm.com

STOLL KEENON OGDEN PLLC

300 West Vine Street, Suite 2100

Lexington, Kentucky 40507-1801

Telephone: (859) 231-3000

Fax: (859) 259-3503

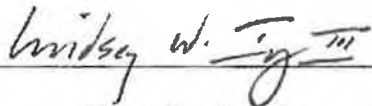
BY: 

Counsel for Kentucky-American Water Company

CERTIFICATE

This certifies that the electronic filing of this document is a true and accurate copy of the documents to be filed in paper medium; that the electronic filing has been transmitted to the Commission on September 22, 2017; that an original and six paper copies of the filing will be delivered to the Commission within two business days of the electronic filing; and that no party has been excused from participation by electronic means.

STOLL KEENON OGDEN PLLC

By 

Counsel for Kentucky-American Water Company

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement ("Agreement") is made and entered into this 19th day of September, 2017 ("Effective Date") by and between **Kentucky-American Water Company**, a Kentucky public utility corporation ("Buyer"), and **Eastern Rockcastle Water Association**, ("Seller"). Hereinafter, the Buyer and Seller may be individually referred to as a "party" or jointly as the "parties".

RECITALS:

A. Seller owns and operates a water system which provides water services to customers located within its service area (the "Service Area") (collectively referred to as the "Business").

B. Buyer desires to acquire and Seller desires to sell the Assets of Seller relating to the Business pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants contained herein and in exchange for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ARTICLE 1

Definitions and Related Matters

For purposes of this Agreement and all documents executed in connection with this Agreement, the capitalized terms shall have the meanings assigned to them herein or in Schedule 1 and the rules of construction set forth in Schedule 1 shall govern.

ARTICLE 2

Purchase and Sale of Assets; Closing

2.1 Transfer and Description of Assets. Subject to and upon all other terms and conditions of this Agreement, effective as of the Effective Time on the Closing Date, Seller shall sell, convey, transfer, assign and deliver to Buyer free and clear of all Encumbrances, and Buyer shall acquire from Seller, all of Seller's right, title and interest in and to all of Seller's assets, other than the Excluded Assets, regardless of where located, which are, could be, or in the future would be part of the transmission and distribution systems used to provide water service to Seller's water customers, including but not limited to the following:

(a) all Real Property including any easements, rights-of-way or rights granted to the Seller in furtherance of the operation of the Business including but not limited to that described in Schedule 3.4;

(b) all Tangible Personal Property, as defined in Schedule 1 Definitions.

(c) all data and Records related to Seller's operation of the Business, including, but not limited to, the customer list which shall include the service and billing address of all customers of the Seller and, subject to applicable Law, copies of all Records described in Section 2.2(b);

(d) all Permits and all pending applications therefore, renewals thereof or exemptions therefrom which are necessary or advisable in the operation of Seller's Business, including but not limited to those listed in Schedule 3.8; and

(e) all of the intangible rights and property of Seller utilized by Seller in the operation of the Business.

All of the foregoing shall be hereinafter referred to collectively as the "Assets".

2.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 2.1 or elsewhere in this Agreement, the following Assets of Seller are not part of the sale and purchase

contemplated hereunder, are excluded from the Assets, and shall remain the property of Seller after the Closing:

- (a) all insurance policies and rights thereunder;
- (b) all personnel Records and other Records that Seller is required by Law to retain in its possession;
- (c) all rights in connection with and assets of the employee benefit plans and employment or independent contractor Contracts;
- (d) all rights of Seller under the Transaction Documents;
- (e) cash, cash equivalents and short-term investments;
- (f) the assets listed on Schedule 2.2;
- (g) accounts receivable arising prior to the Effective Time; and
- (h) Customer Service Connections, which shall remain the property of the customer.

All of the foregoing shall be hereinafter referred to collectively as the "Excluded Assets".

2.3 Consideration. The consideration for the Assets (the "Purchase Price") will be determined on the day of closing. The final purchase price will be the dollar amount required for the Seller to clear its books and not to exceed \$770,000. The Assets shall be in substantially the same condition, absent normal wear and tear, and fully able to perform the functions they are intended to at the time of Closing. If any of the Assets are not able to perform the function they are intended to, the Buyer, at its option, may request an adjustment to the purchase price to compensate for the deterioration or loss of said Asset. In the event the parties are not able to agree to the amount of the adjustment, the adjustment amount shall be the amount necessary to return the Asset to the condition it was in on the Effective Date of this Agreement.

2.4 Liabilities. The Buyer shall not be responsible for any of the Liabilities of Seller, including any that may arise after Closing, and any such Liabilities shall remain the sole responsibility of and shall be retained, paid, performed and discharged solely by Seller.

2.5 Closing. The purchase and sale provided for in this Agreement will take place at a location and time of day agreed upon by the parties (the "Closing"). The date of the Closing shall be no later than thirty days following approval by the Public Service Commission (PSC) or at such later date as is agreed upon by the parties. Closing shall be effective as of 5:00 pm local time (the "Effective Time") on the actual date of Closing (the "Closing Date").

2.6 Closing Obligations.

(a) At or prior to Closing, Seller shall deliver to Buyer the following documents, duly executed:

(i) a Bill of Sale for all of the Assets that are Tangible Personal Property in a form reasonably acceptable to Buyer;

(ii) an assignment of all of the Assets that are intangible personal property in a form reasonably acceptable to Buyer;

(iii) for each interest in Real Property identified on Schedule 3.4, a recordable warranty deed or such other appropriate document or instrument of transfer or approval, as the case may require, each in form and substance satisfactory to Buyer and its legal counsel. Notwithstanding the fact that the same may not be listed on Schedule 3.4, Seller must provide easements

3.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes, and the Transaction Documents (when executed and delivered) will constitute, a legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms. Seller has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, and such action has been duly authorized by all necessary action by Seller's governing body;

(b) Neither the execution and delivery of this Agreement nor the consummation of the Contemplated Transaction will, directly or indirectly (with or without notice or lapse of time):

(i) contravene, conflict with, or result in a violation of: (A) any other agreements of Seller; or (B) any resolution adopted by the governing body of Seller;

(ii) contravene, conflict with, or result in a violation of or give any Governmental Authority or other Person the right to challenge any of the Contemplated Transaction or to exercise any remedy or obtain any relief under any Laws or any Order to which Seller or any of the Assets may be subject;

(iii) contravene, conflict with or result in a violation of any of the terms or requirements of or give any Governmental Authority the right to revoke, withdraw, suspend, cancel, terminate or modify any Permit or other authorization by a Governmental Authority that is held by Seller or that otherwise relates to the Business or any of the Assets;

(iv) contravene, conflict with or result in a violation or breach of any provision of, require the Consent of any Person, or give any Person the right to declare a default or exercise any remedy under or to accelerate the maturity or performance of or to cancel, terminate or modify any Contract, indenture, mortgage, note, lease, bond, grant, or other instrument or document of which Seller is a party or by which any of the Assets are bound; or

(v) result in the imposition or creation of any Encumbrance upon or with respect to any of the Assets, except as contemplated by this Agreement.

3.3 Assets. Seller has good and marketable title to all of the Assets. The Assets are free and clear of any and all Encumbrances whatsoever, including any liens, loans, bonds or grants from any federal or state agency for the purchase or construction of the Assets. None of the Assets are leased or on loan by Seller to any third party. The Assets constitute all property necessary for the operation of the Business in the manner Seller currently operates.

3.4 Real Property; Easements. To Seller's best knowledge and belief, Seller has good and marketable title to, or a valid and binding leasehold interest in, those parcels and tracts of land and those leases, licenses, easements or rights-of-way used in the operation of the Business, together with all fixtures, fittings, buildings, structures and other improvements erected therein or thereon and all appurtenances thereto (the "Real Property"). The Real Property includes but is not necessarily limited to the property described in Schedule 3.4.

3.5 Tangible Personal Property. Tangible Personal Property is all such property as defined in Schedule 1, Definition of Tangible Personal Property.

3.6 Contracts. Set forth on Schedule 3.6 is a complete and correct list of all Contracts related to the Business to which Seller is a party. Seller has delivered or caused to be delivered to Buyer correct and complete copies of each Contract (including all amendments thereto), a description of the terms of each Contract which is not in writing, and all documents affecting the rights or obligations of any party thereto. The Contracts have not been modified or amended except as disclosed on Schedule 3.6. Each Contract is valid and enforceable against Seller in accordance with its terms and is in full force and effect, and each Contract constitutes a legal, valid and binding obligation of the other parties thereto,

enforceable against them in accordance with its terms. No default and no event which, with the giving of notice, lapse of time, or both, would be a default has occurred under any Contract. There are no setoffs, counterclaims or disputes existing or asserted with respect to such Contracts, and Seller has not made any agreement with any other party thereto for any deduction from or increase to any amount payable thereunder. There are no facts, events or occurrences which in any way impair the validity or enforcement of any Contract or tend to reduce or increase the amounts payable thereunder. Seller has not, directly or indirectly, by operation of Law or otherwise, transferred or assigned all or any part of its right, title or interest in and to any Contract to any other Person. There are no Proceedings pending nor threatened against any party to any of the Contracts which relate to the subject matter of the Contracts.

3.7 Environmental Matters.

Except as set forth on Schedule 3.7(a):

(a) Seller is and at all times has been in full compliance with and has not been and is not in violation of or liable under any applicable Environmental Law. Seller has no basis to expect nor has it received any actual or threatened Order, notice or other communication from any Governmental Authority or private citizen acting in the public interest of any actual or potential violation or failure to comply with any Environmental Law or of any actual or threatened obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest or with respect to the Real Property or any other real property at or to which Hazardous Materials were generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, or from which Hazardous Materials have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(b) There are no pending or threatened claims, Encumbrances or other restrictions of any nature, resulting from any Environmental, Health and Safety Liabilities or arising under or pursuant to any Environmental Law with respect to or affecting the Assets or any other properties (whether real, personal or mixed) in which Seller has or had an interest.

(c) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has received any citation, directive, inquiry, notice, Order, summons, warning or other communication that relates to Hazardous Activity, Hazardous Materials or any alleged, actual or potential violation or failure to comply with any Environmental Law or of any alleged, actual or potential obligation to undertake or bear the cost of any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest or with respect to any other real property to which Hazardous Materials generated, manufactured, refined, transferred, imported, used or processed by Seller or any other Person for whose conduct it is or may be held responsible, have been transported, treated, stored, handled, transferred, disposed, recycled or received.

(d) Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has any Environmental, Health and Safety Liabilities with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller (or any predecessor) has or has had an interest or at any property geologically or hydrologically adjoining the Assets or any other properties (whether real, personal or mixed).

(e) There are no Hazardous Materials present on or in the Environment at the Real Property or at any geologically or hydrologically adjoining property, including any Hazardous Materials contained in barrels, above or underground storage tanks, landfills, land deposits, dumps, equipment (whether moveable or fixed) or other containers, either temporary or permanent and deposited or located in land, water, sumps or any other part of the Real Property or such adjoining property or incorporated into any structure therein or thereon. Neither Seller nor any other Person for whose conduct it is or may be held to be responsible has permitted or conducted, or is aware of, any Hazardous Activity conducted with respect to the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest except in material compliance with all applicable Environmental Laws.

(f) There has been no Release or threat of Release, of any Hazardous Materials at or from the Assets or any other properties (whether real, personal or mixed) in which Seller has or has had an interest, or any geologically or hydrologically adjoining property, whether by Seller or any other Person.

(g) Seller has delivered to Buyer true and complete copies and results of any reports, studies, analyses, tests or monitoring possessed or initiated by Seller pertaining to Hazardous Materials or Hazardous Activities in, on or under the Real Property, or concerning compliance by Seller or any other Person for whose conduct it is or may be held to be responsible, with Environmental Laws, said reports, studies, etc. to include without limitation, any and all Phase I environmental reports now or hereafter in the possession or control of Seller.

3.8 Permits. Set forth on Schedule 3.8 is a complete and correct list of all Permits used by Seller in the operation of the Business. Such Permits constitute all Permits necessary for the operation of the Business and all such Permits are valid and subsisting and in full force and effect. There exists no fact or circumstance which is reasonably likely to cause any Permit to be revoked or materially altered after the Closing Date.

3.9 Insurance. Seller maintains and has maintained appropriate insurance necessary for the full protection of all of its Assets, Business, operations, products and services. All such policies are in full force and effect and Seller will use commercially reasonable efforts to cause such policies to be outstanding and in full force and effect up to the Effective Time on the Closing Date and the premiums therefor have been paid in full as they become due and payable. There are no pending Proceedings arising out of, based upon or with respect to any of such policies of insurance and no basis for any such Proceedings exists which will result in an Encumbrance against the Assets, Business, operations, products or services. Seller is not in default with respect to any provisions contained in any such insurance policies and no insurance provider is in default with respect to such insurance policies.

3.10 No Material Adverse Change. There have been no material adverse changes in the Business or Assets nor has there been any material adverse change in the relationships Seller maintains with its customers, employees and Governmental Authorities nor are there any events, transactions or other facts which exist or have occurred and which are likely to have an adverse effect on the foregoing.

3.11 Conduct of Business In Ordinary Course. Seller has operated the Business only in the ordinary course of business. Without limitation of the foregoing, since such date, Seller has not entered into, amended, terminated or received notice of termination of any Contract or Permit.

3.12 Proceedings. Other than as set forth on Schedule 3.12, there are no Proceedings pending or threatened against Seller or directly affecting any of the Assets or the Business by or on account of any Person or before any Governmental Authority and there is no valid basis for any such Proceeding. Seller has not been charged with, nor is it under investigation with respect to any charge which has not been resolved to their favor concerning any violation of any applicable Law with respect to any of the Assets or the Business and there is no valid basis for any such charge or investigation. No judgment, Order, writ, injunction, decree, assessment or other command of any Governmental Authority affecting Seller or any of the Assets or the Business has been entered which is presently in effect. There is no Proceeding pending or threatened which challenges the validity of this Agreement or the Contemplated Transaction or otherwise seeks to prevent, directly or indirectly, the consummation of the Contemplated Transaction, nor is there any valid basis for any such Proceeding.

3.13 Compliance with Laws. Seller is in compliance with all Laws applicable to the Assets and the operation of the Business and has not committed any violation of any Law applicable to the Assets and/or operation of the Business. Seller has not received any notice or other communication (whether oral or written) from any Governmental Authority or any other Person regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any Law or (ii) any actual, alleged, possible or potential obligation on the part of Seller to undertake, or to bear all or any portion of the cost of, any remedial action of any nature. The Assets, in their current condition, are capable of complying with all Laws.

3.14 Material Omissions. Independent of and in addition to the foregoing representations and warranties contained in this Article 3, neither this Agreement nor any written statement, list, certificate or other information furnished by or on behalf of Seller in response to specific written requests made by Buyer or Buyer's representatives or attorneys contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE 4 Representations and Warranties of Buyer

Buyer hereby makes the following representations and warranties to Seller:

4.1 Organization. Buyer is a duly organized and validly existing public utility corporation under the Laws of the State of Kentucky and at Closing has the power and authority to own, lease and operate its assets and to conduct this Business as it is now being conducted.

4.2 Enforcement; Authority; No Conflict.

(a) This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Buyer has the absolute and unrestricted right, power and authority to execute and deliver this Agreement and the Transaction Documents to which it is a party and to perform its obligations hereunder and thereunder, and such action has been duly authorized by all necessary action by Buyer's board of directors.

(b) Neither the execution and delivery of this Agreement, nor the consummation of the Contemplated Transaction nor compliance by Buyer with any of the provisions hereof will result in: (i) a violation of or a conflict with any provision of the Organizational Documents of Buyer; (ii) a material breach of or default under any term, condition or provision of any Contract to which Buyer is a party, or an event which, with the giving of notice, lapse of time, or both, would result in any such breach or default; (iii) a material violation of any applicable Law, Order, judgment, writ, injunction, decree or award or any event which, with the giving of notice, lapse of time, or both, would result in any such violation; or (iv) any Person having the right to enjoin, rescind or otherwise prevent or impede the Contemplated Transaction or to obtain Damages from Seller or to obtain any other judicial or administrative relief.

4.3 Proceedings. There is no Proceeding pending nor, to the Knowledge of Buyer, threatened which challenges the validity of this Agreement or the Contemplated Transaction or otherwise seeks to prevent, directly or indirectly, the consummation of such transactions, nor, to the Knowledge of Buyer, is there a valid basis for any such Proceeding.

ARTICLE 5 Conditions Precedent to Closing

5.1 Conditions Precedent to the Obligations of Buyer. Buyer's obligations to consummate the Contemplated Transaction are subject to the satisfaction in full, unless expressly waived in writing by Buyer, of each of the following conditions:

(a) **Representations and Warranties.** Each of the representations and warranties of Seller contained in Article 3 is true, correct and accurate from the Effective Date of this Agreement and as of the Closing Date shall be true, correct and accurate as though restated on and as of such date (except in the case of any representation and warranty that by its terms is made as of a date specified therein, which shall be accurate as of such date);

(b) **Covenants.** Seller shall have performed and complied with all covenants required by this Agreement to be performed or complied with by them prior to or at the Closing;

(c) **Proceedings.** No Order shall be in effect and no Proceeding by any Person shall be threatened or pending before any Governmental Authority, or before any arbitrator, wherein an unfavorable Order would: (i) prevent consummation of the Contemplated Transaction; (ii) have a

likelihood of causing the Contemplated Transaction to be rescinded following consummation; (iii) adversely affect the right of Buyer to own any of the Assets; or (iv) adversely affect the Business prospects, value or condition of any of the Assets or the Business;

(d) Approvals. Buyer shall have received prior to Closing; (i) an Order from the Public Service Commission (PSC) approving the requested change of control and allowing the use of Seller's water tariff rates for the provision of water service to Seller's customers and the encumbrance of the Real Property with the lien of its mortgage indenture; and ii) all other regulatory approvals required by any Governmental Authority to operate the Business within the Service Area.

(e) Closing Deliveries. Seller shall have delivered to Buyer the Closing requirements set forth in Section 2.6(a);

(f) Due Diligence. Buyer shall be satisfied, in its sole and absolute discretion, with the results of its due diligence review of the Business, the Assets and the Seller, including without limitation, satisfaction with the results of any environmental assessment performed with respect to the Assets.

(g) No Adverse Change. Buyer has determined that there has not been any adverse change in the Business, the Assets, financial condition or Business prospects of Seller and that there is no adverse change in the relationships maintained by Seller with its employees, suppliers, customers or Governmental Authorities as of Closing;

(h) Board Approval. Buyer shall have obtained approval of the Contemplated Transaction by Buyer's board of directors.

(i) Resolution of Meter Charges Litigation. Seller remains solely responsible for the payment of any judgement or settlement related to the current meter charges litigation (pending in the Rockcastle Circuit Court Division 2 as Civil Action No. 16-CI-00265) including attorneys' fees and shall provide proof of satisfaction of any such judgment or settlement in a form satisfactory to Buyer.

5.2 Conditions Precedent to Obligations of Seller. The Seller's obligation to consummate the Contemplated Transaction is subject to the satisfaction in full, unless expressly waived in writing by Seller, of each of the following conditions:

(a) Representations and Warranties. Each of the representations and warranties of Buyer contained in Article 4 is true, correct and accurate as of the date of this Agreement and, as of the Closing Date, shall be true, correct and accurate as though restated on and as of such date (except in the case of any representation and warranty that by its terms is made as of a date specified therein, which shall be accurate as of such date);

(b) Covenants. Buyer shall have performed and complied with all covenants required by this Agreement to be performed and complied with by Buyer prior to or at Closing;

(c) Buyer's Service Obligations. Seller shall be satisfied that, based on: (i) Buyer's tariff on file with the Kentucky Public Service Commission; (ii) Buyer's statutory obligations under Kentucky Revised Statutes Chapter 278; and (iii) Buyer's regulatory obligations under Chapter 5 of Title 807 of the Kentucky Administrative Regulations, Buyer's service obligations to Seller's water customers, including the continuity, reliability and extension of service, will be satisfactory; and

(d) Closing Deliveries. The Buyer shall have delivered to Seller the Closing requirements set forth in Section 2.6(b).

ARTICLE 6 Covenants and Special Agreements

6.1 Covenants of Seller Prior to Closing. Seller covenants and agrees that during the period from the Effective Date hereof until Closing:

(a) Non-Solicitation. Unless and until such time as this Agreement is terminated pursuant to Article 8, Seller shall not, and will cause each employee, officer, governing body, and agent not to, directly or indirectly: (i) submit, solicit, initiate, encourage or discuss any proposal or offer from any Person relating to any sale of all or any portion of the Assets or a sublease or assignment of any lease or any similar transaction involving Seller and the Business or the Assets; (ii) enter into any agreement or commitment related to any such transaction; or (iii) furnish any information with respect to or assist or participate in or facilitate in any other manner any effort or attempt by any Person to do or seek any of the foregoing. Seller shall notify Buyer immediately if any Person makes any proposal, offer, inquiry or contact with respect to any of the foregoing.

(b) Access. Upon reasonable prior notice by Buyer, Seller shall: (i) furnish Buyer and its financial and legal advisors with copies of all such Contracts, books and Records and other existing documents and data as Buyer may reasonably request; (ii) furnish Buyer and its financial and legal advisors with such additional financial, operating and other data and information as Buyer may reasonably request; (iii) permit Buyer or its representatives to conduct such physical inspections and environmental audits of the Real Property, as requested by Buyer; and (iv) permit Buyer or its representatives to conduct interviews of employees of Seller.

(c) Ordinary Course. Seller shall carry on the operation of the Business in the ordinary course of business, consistent with prior practice, not introduce any materially new method of management or operation, and use reasonable efforts to preserve the Business and conserve the goodwill and relationships of Seller's customers, suppliers, Governmental Authorities and others having business relations with it. Seller shall not engage in any activity or transaction which is inconsistent with the terms of this Agreement.

(d) Liens; Encumbrances. Seller shall not enter into or assume any mortgage, pledge, security agreement or other title retention agreement or permit any Encumbrance to attach to any of the Assets, whether now owned or hereafter acquired.

(e) All Reasonable Efforts. Seller will use commercially reasonable efforts to satisfy each of the conditions for Closing of the Buyer set forth in Section 5.1 above.

(f) Further Covenants.

(i) Reports. Seller shall duly and timely file all reports required to be filed with any Governmental Authority and will promptly pay when due all Taxes, assessments and governmental charges including interest and penalties levied or assessed, unless diligently contested in good faith by appropriate Proceedings;

(ii) Condition of Property. Consistent with past practice, Seller shall maintain and keep the Assets in substantially the same condition as of the date hereof, normal wear and tear excepted;

(iii) Insurance. Seller shall maintain in full force and effect all policies of insurance now in effect up and through the Effective Time on the Closing Date, but not thereafter;

(iv) No Breach or Default of Contracts. Seller shall not do any act or omit any act or permit any omission to act which will cause a breach or default by Seller of any Contract;

(v) Supplies. Seller shall keep supplies at a level sufficient to operate the Business in accordance with past practice;

(vi) Contracts. Seller shall not enter into any Contract other than in the ordinary course of business; and

(vii) Related Person Transactions. Seller shall not enter into any transaction with any Related Person.

6.2 Environmental Assessment. Buyer, in its sole discretion and at its sole expense, may conduct a Phase I environmental analysis of any or all of the Real Property, and the Seller shall cooperate and provide access for same. In the event that a Phase I study detects any actual or possible violation of any Environmental Law, the Buyer may, in its sole discretion, terminate this Agreement the effect of which is described in Section 8.2 herein.

6.3 Certain Post-Closing Covenants of Seller.

(a) Seller:

(i) shall pay in a timely manner all Taxes resulting from or payable in connection with the sale of the Assets pursuant to this Agreement, regardless of the Person on whom such Taxes are imposed.

(ii) shall pay, or make adequate provisions for the payment, in full, of all of the retained Liabilities and other Liabilities of Seller under this Agreement.

(iii) hereby agrees to cooperate with Buyer to ensure a proper transition of all customers with respect to billing and customer service activities.

(iv) hereby acknowledges that Buyer must comply with all provisions of its tariffs as filed with and approved by the PSC.

**ARTICLE 7
Indemnification**

7.1 Survival; Right to Indemnification Not Affected by Knowledge. All representations, warranties, covenants and obligations of Seller given in this Agreement and/or any Transaction Document delivered pursuant to this Agreement shall survive Closing. The right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants and obligations will not be affected by any investigation conducted with respect to or any Knowledge acquired (or capable of being acquired) at any time, whether before or after the execution and delivery of this Agreement or the Closing Date, with respect to the accuracy or inaccuracy of or compliance with, any such representation, warranty, covenant or obligation. The waiver of any condition based on the accuracy of any representation or warranty or on the performance of or compliance with any covenant or obligation will not affect the right to indemnification, payment of Damages or other remedy based on such representations, warranties, covenants and obligations.

7.2 Indemnification and Payment of Damages by Seller. Seller hereby unconditionally, irrevocably and absolutely agrees to fully pay, protect, defend, indemnify and hold harmless Buyer and Buyer's past, present and future officers, directors, shareholders, employees, agents, attorneys, representatives, successors and assigns (collectively, the "Indemnified Persons"), from any and all manner of actions, suits, debts, sums of money, interest owed, accounts, controversies, agreements, charges, damages, judgments, executions, and reasonably incurred costs, expenses, fees (including reasonable attorneys' fees and court costs), counterclaims, claims, demands, causes of action, liabilities and losses and award all other Liabilities incurred, paid or sustained by any of the foregoing (hereinafter referred to in this Agreement as "Damages"), in each case, arising out of, or caused by: (i) the misrepresentation, breach of warranty or nonfulfillment of any provision of this Agreement by Seller or; (ii) all Liabilities and/or duties of Seller, whether accruing prior to or after the Effective Time on the Closing Date, and any Encumbrance affecting the Assets; (iii) assessments, charges and other similar claims due or owing, directly or indirectly, by Seller or otherwise as a result of or on account of the Assets or the Business at any time prior to the Effective Time on the Closing Date; (iv) the ownership and/or operation of any of the Assets or the Business prior to the Effective Time on the Closing Date; (v) any claim or Proceeding now existing or hereafter arising and relating to the Assets or the Business of Seller and arising from events or matters occurring prior to the Effective Time on the Closing Date; and (vi) any claim by an employee of Seller for any severance payment or arising out of such employee's employment with Seller or under the Worker Adjustment and Retraining Notification Act, COBRA (Sections 601 through

608 of the Employee Retirement Income Security Act of 1974), or under any employee benefit plan or employment Contract to which Seller is a party.

7.3 Indemnification and Payment of Damages by Seller - Environmental Matters. In addition to the provisions of Section 7.2, Seller hereby unconditionally, irrevocably and absolutely agrees to fully pay, protect, defend, indemnify and hold harmless the Indemnified Persons, and will pay to the Indemnified Persons the amount of any Damages (including costs of cleanup, containment or other remediation) arising, directly or indirectly, from or in connection with:

(a) Any Environmental, Health and Safety Liabilities arising out of or relating to: (i) (A) the ownership, operation or condition at any time on or prior to the Effective Time on the Closing Date of the Assets or any other properties (whether real, personal or mixed and whether tangible or intangible) in which Seller has or had an interest; or (B) any Hazardous Materials or other contaminants that were present on or in the Assets or any other properties at any time on or prior to the Effective Time on the Closing Date; or (ii) (A) any Hazardous Materials or other contaminants, wherever located, that were, or were allegedly, generated, transported, stored, treated, Released or otherwise handled by Seller or by any other Person for whose conduct it is or may be held responsible at any time on or prior to the Effective Time on the Closing Date; or (B) any Hazardous Activities that were, or were allegedly, conducted by Seller or by any other Person for whose conduct it is or may be held responsible on or prior to the Effective Time on the Closing Date; or

(b) Any bodily injury (including illness, disability and death), personal injury, property damage (including trespass, nuisance, wrongful eviction and deprivation of the use of real property) or other damage of or to any Person, including any employee or former employee of Seller or any other Person for whose conduct it is or may be held responsible, in any way arising from or allegedly arising from any Hazardous Activity conducted or allegedly conducted with respect to the Assets or the Real Property by Seller prior to the Effective Time on the Closing Date, or from Hazardous Material that was: (i) present or suspected to be present on or before the Effective Time on the Closing Date on or at the Real Property (or present or suspected to be present on any other property, if such Hazardous Material emanated or allegedly emanated from any of the Real Property and was present or suspected to be present on any of the Real Property on or prior to the Effective Time on the Closing Date); or (ii) Released or allegedly Released by Seller or any other Person for whose conduct it is or may be held responsible, at any time on or prior to the Effective Time on the Closing Date.

Buyer shall control any Cleanup, any related Proceeding and, except as provided in the following sentence, any other Proceeding with respect to which indemnity may be sought under this Section 7.3. The procedure described in Section 7.5 will apply to any claim solely for monetary Damages relating to a matter covered by this Section 7.3.

7.4 Indemnification By Buyer. Buyer hereby unconditionally, irrevocably and absolutely agrees to fully pay, protect, defend, indemnify and hold harmless Seller and Seller's past, present and future officers, governing body, employees, agents, attorneys, representatives, successors and assigns from any and all Damages arising out of, or caused by: (i) Buyer's misrepresentation, breach of warranty or nonfulfillment of any provision of this Agreement; (ii) any claim or Proceeding arising after the Effective Time on the Closing Date and relating to events or matters occurring subsequent to the Effective Time on the Closing Date; and (iii) any claim by an employee of Buyer arising out of such employee's employment with Buyer after the Effective Time on the Closing Date.

7.5 Procedure for Indemnification. The procedure for indemnification shall be as follows:

(a) The party claiming indemnification (the "Claimant") shall promptly give notice to the party from whom indemnification is claimed (the "Indemnifying Party") of any claim, whether between the parties or brought by a third party, specifying: (i) the factual basis for such claim; and (ii) the amount of the claim. If the claim relates to a Proceeding filed by a third party against Claimant, Claimant shall give such notice within ten (10) Business Days after written notice of such Proceeding was given to Claimant. Claimant's failure to give the Indemnifying Party such notice shall not preclude Claimant from obtaining indemnification from the Indemnifying Party unless Claimant's failure has materially prejudiced

the Indemnifying Party's ability to defend the claim or litigation, and then the Indemnifying Party's obligation shall be reduced to the extent of such prejudice.

(b) Following receipt of notice from the Claimant of a claim, the Indemnifying Party shall have thirty (30) days to make such investigation of the claim as the Indemnifying Party deems necessary or desirable. For the purposes of such investigation, the Claimant agrees to make available to the Indemnifying Party and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnifying Party agree at or prior to the expiration of said thirty (30)-day period (or any mutually agreed upon extension thereof) to the validity and amount of such claim, the Indemnifying Party shall immediately pay to the Claimant the full amount of the claim. If the Claimant and the Indemnifying Party do not agree within said period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy.

(c) (i) With respect to any claim by a third party as to which the Claimant asserts it is entitled to indemnification hereunder, the Indemnifying Party shall have the right, at its own expense, to participate in or at its election to assume control of the defense of such claim, with counsel reasonably satisfactory to Claimant, subject to reimbursement of Claimant for actual out-of-pocket expenses incurred by Claimant as the result of request by the Indemnifying Party, subject to the following;

(A) The Claimant may retain separate co-counsel at its sole cost and expense and participate in the defense of any such claim by a third party; and

(B) The Indemnifying Party shall conduct the defense of the third party claim actively and diligently thereafter.

(ii) If the Indemnifying Party elects to assume control of the defense of any third party claim pursuant to Section 7.5(c)(i), the Indemnifying Party may nevertheless reserve the right to dispute the amount of indemnification claimed or dispute Claimant's right to be indemnified with respect to all or any portion of the claim. Except with the written Consent of the Claimant, the Indemnifying Party shall not, in defending any claim or any litigation resulting therefrom, consent to entry of any judgment or enter into any settlement which does not release the Claimant from all Liability in respect of such claim or litigation. In the event the Claimant fails to consent to any settlement or compromise which such failure results in Damages in excess of the amount for which Consent was requested, the limitation of the Indemnifying Party's obligations to indemnify the Claimant with respect to the subject matter of the claim shall be the amount of the proposed settlement or compromise rejected by Claimant and the Claimant shall be responsible for, and shall hold harmless the Indemnifying Party from, all Damages (including, without limitation, reasonable attorneys' fees incurred with respect to matters subsequent to the rejection of the settlement by Claimant) in excess of the amount of the proposed settlement or compromise rejected by Claimant.

(d) If a claim, whether between the parties or by a third party, requires immediate action, the parties will make every effort to reach a decision with respect thereto as expeditiously as possible.

7.6 Means of Indemnification and Right to Setoff. In addition to any other right or means Buyer may have to enforce the indemnities provided for in Sections 7.2 and 7.3 hereof, Buyer shall be entitled to set off any amount to which it may be entitled under this Agreement or Damages which Buyer may incur as a result of any breach of this Agreement or any covenant, guaranty or other provision contained within this Agreement against any payments of the Purchase Price and/or any indebtedness or obligation owed to Seller whether under this Agreement or any agreement or document related hereto. Buyer's right to setoff or its exercise thereof shall not prejudice the right of Buyer to pursue, in addition or as an alternative to such right, any other right or means Buyer may have to enforce the indemnification provided for in Sections 7.2 and 7.3 hereof and in no event shall the amount actually setoff limit Buyer's right to indemnification under Sections 7.2 and 7.3 hereof.

ARTICLE 8 Termination

8.1 Termination and Abandonment. This Agreement may be terminated and abandoned at any time prior to the Closing Date:

- (a) by mutual written Consent of Buyer and Seller; or
- (b) by Buyer, if the PSC does not approve the adoption or approval of water rates prior to the Closing Date or such other later date as agreed upon in writing.

8.2 Effect of Termination. The right of each party to terminate this Agreement under Section 8.1 is in addition to any other rights such party may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. If this Agreement is terminated pursuant to Section 8.1, all further obligations of the parties under this Agreement will terminate, except that the obligations set forth in Sections 9.9 ("Legal Fees; Costs") and 9.15 ("Publicity; Announcements"); and all other covenants and agreements which by their terms continue after the termination of this Agreement will survive; provided, however, that if this Agreement is terminated by a party because of the breach of the Agreement by another party or because one (1) or more of the conditions to the terminating party's obligations under this Agreement is not satisfied as a result of the other party's failure to comply with its obligations under this Agreement, the terminating party's right to pursue all legal remedies will survive such termination unimpaired.

ARTICLE 9 General Provisions

9.1 Amendment and Modification. No amendment, modification, supplement, termination, Consent or waiver of any section or provision of this Agreement, nor any Consent for departure therefrom, will in any event be effective unless the same is in writing and is signed by the parties. Any waiver of any provision of this Agreement and any Consent to any departure from the terms of any provision of this Agreement is to be effective only in the specific instance and for the specific purpose for which given.

9.2 Assignments. Seller may not assign or transfer any of its rights or obligations under this Agreement to any other Person without the prior written Consent of Buyer. Buyer may assign its rights and obligations under this Agreement to any Related Person or successor in interest without the Consent of Seller.

9.3 Captions. Captions contained in this Agreement and any table of contents preceding this Agreement have been inserted herein only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

9.4 Counterparts; Electronic Mail. This Agreement may be executed by the parties hereto on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties hereto notwithstanding that all the parties hereto are not signatories to the same counterpart. For purposes of this Agreement, a document (or signature page thereto) signed and transmitted in .pdf format by electronic mail is to be treated as an original document. The signature of any party thereon is to be considered as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document. At the request of any party hereto, the .pdf copy is to be re-executed in original form by the parties who executed the .pdf copy. No party hereto may raise the use of a .pdf copy or the fact that any signature was transmitted through the use of electronic mail as a defense to the enforcement of this Agreement or any amendment or other document executed in compliance with this section.

9.5 Entire Agreement. This Agreement and the other Transaction Documents constitute the entire agreement among the parties hereto pertaining to the subject matter hereof and supersede all prior agreements, letters of intent, understandings, negotiations and discussions of the parties hereto, whether oral or written.

9.6 Exhibits and Schedules. All of the Exhibits and Schedules attached to this Agreement are deemed incorporated herein by reference.

9.7 Failure or Delay. Except as otherwise provided by this Agreement, no failure on the part of any party hereto to exercise, and no delay in exercising, any right, power or privilege hereunder operates as a waiver thereof; nor does any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. No notice to or demand on any party hereto in any case entitles such party to any other or further notice or demand in similar or other circumstances.

9.8 Governing Law. This Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the Laws of the State of Kentucky applicable to Contracts made and to be performed wholly within Kentucky, without regard to choice or conflict of Laws rules. In the event of any litigation or claim regarding this Agreement, the parties agree that the PSC has jurisdiction to govern all matters involving the Contemplated Transaction and the provision of water service by Buyer to the residents located within the Service Area.

9.9 Legal Fees, Costs. All legal, consulting and advisory fees and other costs and expenses incurred in connection with this Agreement and the Contemplated Transaction are to be paid by the party incurring such costs and expenses; provided, however, in the event litigation is instituted by either party to enforce or remedy a breach of any provision of this Agreement, in addition to any other relief therein awarded, the prevailing party shall be entitled to judgment for reasonable attorney's fees and litigation expenses. The term "prevailing party" shall include, but not be limited to, a party who obtains legal counsel or brings an action against the other by reason of the other's breach or default and obtains substantially the relief sought whether by compromise, mediation, settlement, judgment or otherwise.

9.10 Notices. All notices, Consents, requests, demands and other communications hereunder are to be in writing and are deemed to have been duly given, made or delivered: (i) when delivered in person, (ii) three (3) days after deposited in the United States mail, first class postage prepaid, (iii) in the case of telegraph or overnight courier services, one (1) Business Day after delivery to the telegraph company or overnight courier service with payment provided, or (iv) in the case of electronic mail, when sent, verification received, in each case addressed as follows:

if to Seller:

Attn: President
Eastern Rockcastle Water Association
P.O. Box 540
Mt. Vernon, Kentucky 40456

if to Buyer:

Attn: President
Kentucky-American Water Company
2300 Richmond Road
Lexington, Kentucky 40502

with a copy to (which shall not constitute notice):

Attn: Corporate Counsel
Kentucky-American Water Company
2300 Richmond Road
Lexington, Kentucky 40502

or to such other address as any party hereto may designate by notice to the other parties in accordance with the terms of this Section. For e-mail, a Party shall contact the other Party to receive the then-applicable e-mail for the person in the position stated above.

9.11 Severability. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction is, as to such jurisdiction, ineffective to the extent of any such prohibition, unenforceability or nonauthorization without invalidating the remaining provisions hereof, or affecting the validity, enforceability or legality of such provision in any other jurisdiction, unless the ineffectiveness of such provision would result in such a material change as to cause completion of the Contemplated Transaction to be unreasonable.

9.12 Specific Performance and Injunctive Relief. The parties hereto recognize that if any or all of them fail to perform, observe or discharge any of their respective obligations under this Agreement, a remedy at Law may not provide adequate relief to the other parties hereto. Therefore, in addition to any other remedy provided for in this Agreement or under applicable Law, any party hereto may demand specific performance of this Agreement, and such party shall be entitled to temporary and permanent injunctive relief, in a court of competent jurisdiction at any time when any of the other parties hereto fail to comply with any of the provisions of this Agreement applicable to such party. To the extent permitted by applicable Law, all parties hereto hereby irrevocably waive any defense based on the adequacy of a remedy at Law which might be asserted as a bar to such party's remedy of specific performance or injunctive relief.

9.13 Successors and Assigns. Subject to [Section 9.2](#), all provisions of this Agreement are binding upon, inure to the benefit of and are enforceable by or against the parties hereto and their respective heirs, executors, administrators or other legal representatives and permitted successors and assigns.

9.14 No Third-Party Beneficiary. This Agreement is solely for the benefit of the parties hereto and their respective successors and permitted assigns, and no other Person has any right, benefit, priority or interest under, or because of the existence of, this Agreement.

9.15 Publicity; Announcements. From the date hereof through and including Closing, no party hereto shall issue, cause or permit the publication by any of their respective Related Persons, agents or representatives, any press release or other public announcement with respect to this Agreement or the Contemplated Transaction except: (i) with the Consent of the other parties hereto (which shall not be unreasonably withheld); or (ii) as required by applicable Law (including, without limitation, any applicable securities Law). Seller will not, without the prior Consent of Buyer, make any announcements to employees of Seller with respect to the Contemplated Transaction and, at such time as an announcement to the employees is made, Buyer shall be allowed to participate in such announcement.

9.16 Cooperation. Any notices or certifications given under this Agreement or any related agreement shall be given in good faith without any intention to unfairly impede or delay the other party. Buyer and Seller shall cooperate fully with each other and their respective counsel and accountants in connection with any actions required to be taken as part of their respective obligations under this Agreement including, without limitation, actions required to be taken with respect to obtaining any applicable regulatory approval of the Contemplated Transaction. Buyer and Seller shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement. Each party agrees to use all reasonable efforts to consummate the Contemplated

Transaction including, without limitation, doing all things reasonably necessary to obtain the requisite regulatory approval.

9.17 Seller's Current Employees. Buyer shall give Seller's two current employees priority employment consideration subject to Buyer's standard hiring practices and procedures applicable to prospective employees. Those standard hiring practices and procedures include, but are not limited to, interviews, examinations, background checks and other screening tests routinely required of Buyer's prospective employees. Seller's employees meeting such requirements will be employed on an at-will basis.

9.18 Payment Location. Buyer agrees to maintain a local payment option in the vicinity of Seller's service area as long as, in Buyer's discretion, operationally necessary and economically practical.

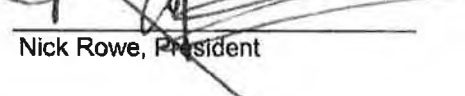
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Buyer

Seller

KENTUCKY-AMERICAN WATER COMPANY, a
Kentucky public utility corporation

EASTERN ROCKCASTLE WATER
ASSOCIATION, a Kentucky water association

By: 
Nick Rowe, President

By: 

Name: Russell Barber

Title: Pres.

**Schedule 1
Definitions**

"Assets" as defined in Section 2.1.

"Agreement" as defined in the introductory paragraph.

"Assignment and Assumption Agreement" as defined in Section 2.7(a)(ii).

"Bill of Sale" as defined in Section 2.7(a)(i).

"Business" as defined in the Recitals.

"Business Days" means any day other than (i) Saturday or Sunday, or (ii) any other day on which governmental offices in the State of Indiana are permitted or required to be closed.

"Buyer" as defined in the introductory paragraph.

"Claimant" as defined in Section 7.5(a).

"Closing" as defined in Section 2.6.

"Closing Date" as defined in Section 2.6.

"Confidential Information" means (i) information not available to the general public concerning the Business and financial affairs with respect to a party hereto, and (ii) analyses, compilations, forecasts, studies and other documents prepared on the basis of such information by the parties or their agents, representatives, any Related Person, employees or consultants.

"Consent" means any approval, consent, ratification, waiver or other authorization.

"Contemplated Transaction" means all of the transactions contemplated by this Agreement and the Transaction Documents.

"Contract" means any agreement, contract, obligation, promise or undertaking (whether written or oral and whether express or implied), whether or not legally binding.

"Customer Premises" means a dwelling, building, structure or parcel of real estate which water service is provided.

"Customer Service Connection" means that portion of water pipe extending from the Customer Premises to the company owned collection system which Customer Service Connection shall be owned and maintained by the customer.

"Damages" as defined in Section 7.2.

"Effective Time" as defined in Section 2.6.

"Encumbrance" means any charge, claim, community property interest, condition, easement, equitable interest, lien, mortgage, option, pledge, security interest, right of first refusal, right of way, servitude or restriction of any kind, including any restriction on use, transfer, receipt of income or exercise of any other attribute of ownership, or any repayment obligation under any grant.

"Environment" means soil, land surface or subsurface strata, surface waters (including navigable waters, ocean waters, streams, ponds, drainage basins and wetlands), groundwater, drinking water supply, stream sediments, ambient air (including indoor air), plant and animal life and any other environmental medium or natural resource.

"Environmental, Health and Safety Liabilities" means any cost, Damages, expense, Liability, obligation or other responsibility arising from or under Environmental Law or Occupational Safety and Health Law and consisting of or relating to:

- (a) Any environmental, health or safety matters or conditions (including on-site or off-site contamination, occupational safety and health and regulation of chemical substances or products);
- (b) Fines, penalties, judgments, awards, settlements, legal or administrative proceedings, Damages, losses, claims, demands and response, investigative, remedial or inspection costs and expenses arising under Environmental Law or Occupational Safety and Health Law;
- (c) Financial responsibility under Environmental Law or Occupational Safety and Health Law for cleanup costs or corrective action, including any investigation, cleanup, removal, containment or other remediation or response actions ("Cleanup") required by applicable Environmental Law or Occupational Safety and Health Law (whether or not such Cleanup has been required or requested by any Governmental Authority or any other Person) and for any natural resource Damages; or
- (d) Any other compliance, corrective, investigative or remedial measures required under Environmental Law or Occupational Safety and Health Law.

The terms "removal," "remedial," and "response action," include the types of activities covered by the United States Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended ("CERCLA").

"Environmental Law" means any Law that requires or relates to:

- (a) Advising appropriate authorities, employees and the public of intended or actual Releases of pollutants or hazardous substances or materials, violations of discharge limits or other prohibitions and of the commencements of activities, such as resource extraction or construction, that could have significant impact on the Environment;
- (b) Preventing or reducing to acceptable levels the Release of pollutants or hazardous substances or materials into the Environment;
- (c) Reducing the quantities, preventing the release or minimizing the hazardous characteristics of wastes that are generated;
- (d) Assuring that products are designed, formulated, packaged and used so that they do not present unreasonable risks to human health or the Environment when used or disposed of;
- (e) Protecting resources, species or ecological amenities;
- (f) Reducing to acceptable levels the risks inherent in the transportation of hazardous substances, pollutants, oil or other potentially harmful substances;
- (g) Cleaning up pollutants that have been Released, preventing the threat of Release or paying the costs of such clean up or prevention; or
- (h) Making responsible parties pay private parties, or groups of them, for Damages done to their health or the Environment, or permitting self-appointed representatives of the public interest to recover for injuries done to public assets.

"Excluded Assets" as defined in Section 2.2.

"Governmental Authority(ies)" means any:

- (a) Nation, state, county, city, town, village, district or other jurisdiction of any nature;

- (b) Federal, state, local, municipal, foreign or other government;
- (c) Governmental or quasi-governmental authority of any nature (including any governmental agency, branch, department, official or entity and any court or other tribunal);
- (d) Multi-national organization or body; or
- (e) Body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power of any nature.

"Hazardous Activity" means the distribution, generation, handling, importing, management, manufacturing, processing, production, refinement, Release, storage, transfer, transportation, treatment or use (including any withdrawal or other use of groundwater) of Hazardous Materials in, on, under, about or from the property or any part thereof into the Environment, and any other act, business, operation or thing that increases the danger or risk of danger, or poses an unreasonable risk of harm to persons or property on or off the property, or that may affect the value of the property or Seller.

"Hazardous Materials" means any waste or other substance that is listed, defined, designated or classified as, or otherwise determined to be, hazardous, radioactive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Law, including any admixture or solution thereof, and specifically including petroleum and all derivatives thereof or synthetic substitutes therefor and asbestos or asbestos-containing materials.

"Indemnifying Party" as defined in Section 7.5(a).

"Knowledge" means an individual will be deemed to have "Knowledge" of a particular fact or other matter if:

- (a) Such individual is actually aware of such fact or other matter; or
- (b) A prudent individual could be expected to discover or otherwise become aware of such fact or other matter in the course of conducting a reasonable investigation concerning the existence of such fact or other matter.

A Person (other than an individual) will be deemed to have "Knowledge" of a particular fact or other matter if any individual who is serving as a director or officer of such Person (or in any similar executive capacity) has, or at any time had, Knowledge of such fact or other matter.

"Law" means any law, rule, regulation or ordinance of any federal, foreign, state or local Governmental Authority.

"Liability" with respect to any Person any liability or obligation of such Person for any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise and whether or not the same is required to be accrued on the financial statements of such Person.

"Occupational Safety and Health Law" means any Law designed to provide safe and healthful working conditions and to reduce occupational safety and health hazards, and any program, whether governmental or private (including those promulgated or sponsored by industry associations and insurance companies), designed to provide safe and healthful working conditions.

"Order" means any award, decision, injunction, judgment, order, ruling, subpoena or verdict entered, issued, made or rendered by any court, administrative agency or other Governmental Authority or by any arbitrator.

"Organizational Documents" means the articles or certificate of incorporation and the bylaws of a corporation and any amendment thereto.

"Permit" means any approval, Consent, license, permit, waiver or other authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Authority or pursuant to any Law.

"Person" means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union or other entity or Governmental Authority.

"Proceeding" means any action, arbitration, audit, hearing, investigation, litigation or suit (whether civil, criminal, administrative, investigative or informal) commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Authority or arbitrator.

"Purchase Price" as defined in Section 2.3.

"Real Property" as defined in Section 3.4.

"Records" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Related Person" with respect to a particular individual, means:

- (a) Each other member of such individual's Family (as hereinafter defined);
- (b) Any Person that is directly or indirectly controlled by such individual or one or more members of such individual's Family;
- (c) Any Person in which such individual or members of such individual's Family hold (individually or in the aggregate) a Material Interest; and
- (d) Any Person with respect to which such individual or one or more members of such individual's Family serves as a director, officer, partner, executor or trustee (or in a similar capacity).

With respect to a specified Person other than an individual:

- (e) Any Person that directly or indirectly controls, is directly or indirectly controlled by, or is directly or indirectly under common control with such specified Person;
- (f) Any Person that holds a Material Interest in such specified Person;
- (g) Each Person that serves as a director, officer, partner, executor or trustee of such specified Person (or in a similar capacity);
- (h) Any Person in which such specified Person holds a Material Interest;
- (i) Any Person with respect to which such specified Person serves as a general partner or a trustee (or in a similar capacity); and
- (j) Any Related Person of any individual described in clause (b) or (c).

For purposes of this definition, (i) the "Family" of an individual includes (A) the individual, (B) the individual's spouse, (C) any other natural person who is related to the individual or the individual's spouse within the second degree, and (D) any other natural person who resides with such individual; and (ii) "Material Interest" means direct or indirect beneficial ownership (as defined in Rule 13d-3 under the Securities Exchange Act of 1934) of voting securities or other voting interests representing at least five percent (5%) of the outstanding equity securities or equity interests in a Person.

"Release" means any spilling, leaking, emitting, discharging, depositing, escaping, leaching, dumping or other releasing into the Environment, whether intentional or unintentional.

"Seller" shall have the meaning given that term in the introductory paragraph.

"Service Area" as defined in the Recitals.

"Service Line" means that portion of water pipe extending from the water main to and including the curb stop and curb box located at or near the property line of a Customer Premises.

"Tangible Personal Property" means all wells, treatment plants, pumps, water transmission and distribution mains, valves and appurtenances, storage tanks, Service Lines, meters, meter installations, hydrants, machinery, equipment, tools, furniture, office equipment, computer hardware, supplies (including chemicals and spare parts), materials, vehicles and other items of tangible personal property of every kind owned or leased by Seller (wherever located and whether or not carried on Seller's books), which are, could be, or in the future would be part of the production, transmission and distribution system utilized to provide water service to Seller's water customers, together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof, and all maintenance Records and other documents relating thereto.

"Tax" means all taxes, charges, withholdings, fees, levies, penalties, additions, interest or other assessments, including, without limitation, income, gross receipts, excise, property, sales, employment, withholding, social security, occupation, use, service, service use, license, payroll, franchise, transfer and recording taxes, fees and charges, windfall profits, severance, customs, import, export, employment or similar taxes, charges, fees, levies or other assessments, imposed by any Governmental Authority, whether computed on a separate, consolidated, unitary, combined or any other basis.

"Transaction Documents" means this Agreement, the Bill of Sale, and all other documents, certificates, assignments and agreements executed and/or delivered in connection with this Agreement in Order to consummate the Contemplated Transaction, as the same may be amended, restated, modified or otherwise replaced by mutual agreement from time to time.

Rules of Construction

For purposes of this Agreement and the other documents executed in connection herewith, the following rules of construction shall apply, unless specifically indicated to the contrary: (i) wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural, and pronouns stated in the masculine, feminine or neuter gender shall include the masculine, the feminine and the neuter; (ii) the term "or" is not exclusive; (iii) the term "including" (or any form thereof) shall not be limiting or exclusive; (iv) all references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations; (v) all references in this Agreement or in the Schedules to this Agreement to sections, schedules, exhibits and attachments shall refer to the corresponding sections, schedules, exhibits and attachments of or to this Agreement; and (vi) all references to any instruments or agreements, including references to any of the documents executed in connection herewith, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

Schedule 2.2
Excluded Assets

This schedule will be completed to Buyer's satisfaction prior to closing.

**Schedule 3.4
Real Property and Easements**

This schedule will be completed to Buyer's satisfaction prior to closing.

Real Property

Easements

**Schedule 3.6
Contracts**

This schedule will be completed to Buyer's satisfaction prior to closing.

Schedule 3.7(a)
Environmental Matters

This schedule will be completed to Buyer's satisfaction prior to closing.

Schedule 3.8
Permits

This schedule will be completed to Buyer's satisfaction prior to closing.

**Schedule 3.12
Proceedings**

This schedule will be completed to Buyer's satisfaction prior to closing.

FOR Areas of Rockcastle County/Jackson County
Served by Eastern Rockcastle Water Association

PSC KY NO. _____

_____ SHEET NO. _____

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

Eastern Rockcastle Water Association
(NAME OF UTILITY)

SECTION 2: WATER RATES AND CHARGES

3/4" Meter

First 2,000 Gallons
Over 2,000 Gallons

Rates

\$28.28 Minimum Bill
11.53 Per 1,000 Gallons

1" Meter

First 5,000 Gallons
Over 5,000 Gallons

\$62.87 Minimum Bill
11.53 Per 1,000 Gallons

2" Meter

First 15,000 Gallons
Over 15,000 Gallons

\$178.17 Minimum Bill
11.53 Per 1,000 Gallons

Leak Adjustment Rate

Customers average monthly bill plus

\$3.86 Per 1,000 Gallons

DATE OF ISSUE September 17, 2014
MONTH / DATE / YEAR

DATE EFFECTIVE May 15, 2015
MONTH / DATE / YEAR

ISSUED BY [Signature]
SIGNATURE OF OFFICER

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.

DATED _____

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
<u>[Signature]</u>
EFFECTIVE
5/15/2015
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



Date: Wednesday, September 20, 2017 2:03 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: ERWA <erwa@windstream.net>
Subject: Re: Notary Public

Can we go ahead and plan to have her there at 9 or 915am?

Get [Outlook for iOS](#)

From: Bryan V Siler
Sent: Wednesday, September 20, 2017 2:59:58 PM
To: ERWA
Subject: Re: Notary Public

That'd be great, thanks.

Get [Outlook for iOS](#)

From: ERWA <erwa@windstream.net>
Sent: Wednesday, September 20, 2017 10:15:50 AM
To: Bryan V Siler
Subject: RE: Notary Public

EXTERNAL EMAIL - "Think before you click!"

There is a lady here in town we will try to get her to come by in the morning.

Sent from [Mail](#) for Windows 10

From: [Bryan V Siler](#)
Sent: Wednesday, September 20, 2017 9:28 AM
To: [Eastern Rockcastle Water Assoc.](#)
Subject: Notary Public

Jessica,

Are you a notary or is there one close by in Livingston? We plan to have a document for Russell to sign tomorrow morning and it needs to be notarized.

Thanks,

Bryan

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www.amwater.com

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Date: Wednesday, September 20, 2017 1:59 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: ERWA <erwa@windstream.net>
Subject: Re: Notary Public

That'd be great, thanks.

Get [Outlook for iOS](#)

From: ERWA <erwa@windstream.net>
Sent: Wednesday, September 20, 2017 10:15:50 AM
To: Bryan V Siler
Subject: RE: Notary Public

EXTERNAL EMAIL - "Think before you click!"

There is a lady here in town we will try to get her to come by in the morning.

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From: [Bryan V Siler](#)
Sent: Wednesday, September 20, 2017 9:28 AM
To: [Eastern Rockcastle Water Assoc.](#)
Subject: Notary Public

Jessica,

Are you a notary or is there one close by in Livingston? We plan to have a document for Russell to sign tomorrow morning and it needs to be notarized.

Thanks,

Bryan

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www.amwater.com

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Date: Wednesday, September 20, 2017 8:28 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Notary Public

Jessica,

Are you a notary or is there one close by in Livingston? We plan to have a document for Russell to sign tomorrow morning and it needs to be notarized.

Thanks,

Bryan

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Date: Friday, September 1, 2017 10:13 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Customer List

Jessica,

Thank you very much.

You have a great weekend too...

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Friday, September 1, 2017 9:06 AM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Customer List

EXTERNAL EMAIL - "Think before you click!"

Have a great weekend!
Jess

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: [16064530019](tel:16064530019)FAX: [16064530020](tel:16064530020)

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Date: Tuesday, August 15, 2017 10:53 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Reading & Billing

Jessica,

When do you typically read meters? Close to the same day every month?

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

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Date: Monday, July 17, 2017 2:18 PM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: ERWA Water User Agreement

Seems pretty straight forward. :)

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Monday, July 17, 2017 2:44 PM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: ERWA Water User Agreement

EXTERNAL EMAIL - "Think before you click!"

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: [16064530019](tel:16064530019)

FAX: [16064530020](tel:16064530020)

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Date: Friday, July 14, 2017 11:21 AM
From: Bryan V Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Articles of Incorporation and By-Laws

Thanks Jess.

Have a great weekend... :)

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: [18592686350](tel:18592686350)M: [18595370749](tel:18595370749)E: bryan.siler@amwater.com

-----Original Message-----

From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
Sent: Friday, July 14, 2017 12:10 PM
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Articles of Incorporation and By-Laws

EXTERNAL EMAIL - "Think before you click!"

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: [16064530019](tel:16064530019)

FAX: [16064530020](tel:16064530020)

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Date: Friday, June 23, 2017 12:56 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Fwd: Lawsuit

Please also copy David.

david.hinkson@amwater.com

Thanks.

From: Bryan V. Siler
Sent: Friday, June 23, 2017 1:55:56 PM
To: Eastern Rockcastle Water Assoc.
Subject: Lawsuit

Jess,

Please send the court and docket number for ERWA's current case against [REDACTED] for the high water bill.

Thanks.

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Date: Friday, June 23, 2017 12:55 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Lawsuit

Jess,

Please send the court and docket number for ERWA's current case against [REDACTED] for the high water bill.

Thanks.

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Date: Wednesday, June 21, 2017 1:47 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Meeting

You too. Thank you so much.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Wednesday, June 21, 2017 2:43 PM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: RE: Meeting

EXTERNAL EMAIL - "Think before you click!"

I typed this up for you. See if you can use this with the customers info. I know you said the other didn't work that I sent you.

I will enter the meter reading on our last billing cycle for Eastern. The customers that don't have a meter ID are new. As soon as Rodney installs those meters I will enter the meter ID.

I am taking a couple vacation days. I will be back on Monday if you need anything else.

Hope you have a great weekend!

Jess

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019

FAX: (606) 453-0020

On Wednesday, June 21, 2017 10:39 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

I was confused. I thought they were signing it Monday but I think they are going to do that next week.

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [<mailto:erwa@windstream.net>]
> **Sent:** Wednesday, June 21, 2017 9:34 AM
> **To:** Bryan V. Siler <Bryan.Siler@amwater.com>
> **Subject:** Re: Meeting

> **EXTERNAL EMAIL - "Think before you click!"**
>
>

Sry meeting was on Monday 19th not 20th

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

> On Tuesday, June 20, 2017 3:00 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
> >

Jess,

Disregard my earlier e-mail. I thought the meeting was last night but I guess I was a week early.

Can you send me the following:

A sample customer's bill – you can just print and scan one to me

Accounts Receivable – what is the balance, # of accounts owing money.

Year, Make and Model of Rodney's truck

Name of bank you use now – we will need to set up an account at some point

Thanks...

Bryan Siler

> > Business Performance Manager

> > Kentucky American Water

> > 2300 Richmond Road

> > Lexington, Kentucky 40502

> > O: 859.268.6350

> > M: 859.537.0749

> > E: bryan.siler@amwater.com

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www.amwater.com

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To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Meeting

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From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Wednesday, June 21, 2017 9:34 AM
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Date: Tuesday, June 20, 2017 3:00 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Meeting

Jess,

Disregard my earlier e-mail. I thought the meeting was last night but I guess I was a week early.

Can you send me the following:

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Date: Tuesday, June 20, 2017 8:02 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Agreement

Jess,

Just checking in. Is there a signed agreement?

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

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Date: Thursday, June 15, 2017 2:05 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Data Request

Jess,

Does ERWA have a Tax ID Number?

Also, what brand are the customer read meters?

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Wednesday, June 14, 2017 12:19 PM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Employee Data Request

EXTERNAL EMAIL - "Think before you click!"

Bryan,

What is FLSA Status?

Thanks

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, June 13, 2017 3:03 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

Jess,

Just send this info for both you and Rodney along with the other stuff we discussed.

Thanks.

Name

Job Title

Rate of Pay

FLSA Status

Hire Date

Years of Service

Gender

Ethnicity

Date of Birth

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

> O: 859.268.6350

> M: 859.537.0749

> E: bryan.siler@amwater.com

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Date: Wednesday, June 14, 2017 2:01 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Contractors

Jess,

Can you send me any info you have for Fred? (Contract for service, insurance certificate, etc.)

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Wednesday, June 14, 2017 11:41 AM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Contractors

EXTERNAL EMAIL - "Think before you click!"

Fred Sparkman
Sparkman Backhoe Service LLC

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Tuesday, June 13, 2017 3:14 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

Jess,

Please also send the name and contact info for the person ERWA uses to fix main breaks, etc.

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
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Date: Wednesday, June 14, 2017 11:33 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Employee Data Request

You are both non-exempt which means you are entitled to overtime pay. (Not salaried employees)

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Wednesday, June 14, 2017 12:19 PM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Employee Data Request

EXTERNAL EMAIL - "Think before you click!"

Bryan,
What is FLSA Status?
Thanks
Jess

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Tuesday, June 13, 2017 3:03 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

Jess,

Just send this info for both you and Rodney along with the other stuff we discussed.

Thanks.

Name

Job Title

Rate of Pay

FLSA Status

Hire Date

Years of Service

Gender

Ethnicity

Date of Birth

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> Business Performance Manager

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Date: Wednesday, June 14, 2017 9:42 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Please send Rodney's phone number. Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
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Date: Wednesday, June 14, 2017 9:37 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Hydrants

Jess,

Do you bill anybody for fire hydrants?

Is the fire department volunteer only or is it staffed?

Do you serve a hospital, doctor office, dialysis clinic, school, day care, long-term care facility, restaurants, etc.?

Thanks.

Bryan Siler
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Kentucky American Water
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Lexington, Kentucky 40502

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Date: Tuesday, June 13, 2017 3:14 PM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Contractors

Jess,

Please also send the name and contact info for the person ERWA uses to fix main breaks, etc.

Thanks.

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Date: Tuesday, June 13, 2017 11:20 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Address

Thanks. I will call you this afternoon. Any particular time better than another?

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Tuesday, June 13, 2017 12:17 PM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Address

EXTERNAL EMAIL - "Think before you click!"

Bryan,

No I'm not sure where that address came from.

Physical Address
9246 Main St
Livingston, KY 40445

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Tuesday, June 13, 2017 9:52 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

>

Jess,

What is the official address for where you sit?

Also, I saw this on your facebook page:

Eastern Rockcastle Water Association

75 Sigmon St, Mt Vernon, KY 40456, USA

Is it valid?

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

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Subject: Address

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Eastern Rockcastle Water Association

75 Sigmon St, Mt Vernon, KY 40456, USA

Is it valid?

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Date: Thursday, June 8, 2017 8:26 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Maps

Great, thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Thursday, June 8, 2017 9:24 AM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Maps

EXTERNAL EMAIL - "Think before you click!"

I also called Citizens Bank and talk to loan office Jeremy Neeley
To pay off both loans 6/7/17 , which CD stands good for, \$71,522.58.
As of 6/7/17 we have \$79,533.36 in CD.

Eastern Rockcastle Water Association
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PHONE: (606) 453-0019
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On Wednesday, June 7, 2017 9:41 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

Jess,

I saw some maps in the back corner. Are those system maps showing mains, valves, tanks, etc.?

Would it be okay if we picked those up and scanned them into our system?

Thanks.

Bryan Siler

> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
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From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: Maps

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Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
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Lexington, Kentucky 40502

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Date: Thursday, June 1, 2017 9:25 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Quick Question

Thanks so much...

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
Sent: Thursday, June 1, 2017 10:24 AM
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: RE: Quick Question

EXTERNAL EMAIL - "Think before you click!"

Livingston Water purchase Contract Amendment NO. 3

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Thursday, June 1, 2017 9:02 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

Ok, thanks.

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
> **Sent:** Thursday, June 1, 2017 9:00 AM
> **To:** Bryan V. Siler <Bryan.Siler@amwater.com>
> **Subject:** RE: Quick Question

> **EXTERNAL EMAIL - "Think before you click!"**

>
>

Bryan,

If there is a Z between the account number and the name the customer is inactive. We do have some customers with more than 1 meter so they will have more than 1 account. When they changed the customer read meters to radio read meters it looks like they gave those customers new account numbers. That is probably the duplicates.

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Wednesday, May 31, 2017 2:58 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

> >

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This file shows over 1,300 customers. I did not see any Zs that would indicate active/inactive customers. Some of these are duplicates, right?

Just let me know. Thanks for the pizza...

Bryan

From: Eastern Rockcastle Water Assoc. [<mailto:erwa@windstream.net>]

> > **Sent:** Wednesday, May 31, 2017 12:05 PM

If you need anything else please let me know.

Hope to see you soon!

Jess

> > >

> > >

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> > > On Wednesday, May 24, 2017 11:35 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
> > >

Hi Jess,

I hope you are having a great week. We hope to be able to meet very soon.

Would you be able to tell me how much is in Accounts Receivable and Accounts Payable? If not, that is okay, I was just trying to true up some numbers.

Thanks.

Bryan Siler

> > > > Business Performance Manager

> > > > Kentucky American Water

> > > > 2300 Richmond Road

> > > > Lexington, Kentucky 40502

> > > > O: 859.268.6350

> > > > M: 859.537.0749

> > > > E: bryan.siler@amwater.com

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Great. I will be down tomorrow morning.

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Thanks.

> > >

Bryan

> > > From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

> > > Sent: Tuesday, May 30, 2017 9:46 AM

> > > Subject: Re: Quick Question

> > > To: Bryan V. Siler <bryan.siler@amwater.com>

> > >

> > >

> > >

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> > >

Accounts Receivable \$673.95

Account Payable \$47,370.01

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American Water Works Company Inc., 1025 Laurel Oak Road, Voorhees, NJ 08043 www.amwater.com

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Accounts Receivable \$673.95

Account Payable \$47,370.01

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Jess

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To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
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Sent: Tuesday, May 30, 2017 9:46 AM
Subject: Re: Quick Question
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Date: Friday, May 26, 2017 10:00 AM
From: Bryan V. Siler <Bryan.Siler@amwater.com>
To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Quick Question

Jess,

Just checking in. Would you have copies of any purchased water contracts with the systems that sell water to ERWA?

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water
2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
M: 859.537.0749
E: bryan.siler@amwater.com

From: Bryan V. Siler
Sent: Wednesday, May 24, 2017 4:51 PM
To: 'Eastern Rockcastle Water Assoc.' <erwa@windstream.net>
Subject: RE: Quick Question

Jess,

Also, what day would be good for me to come down next week to copy deeds, etc.

Thanks.

Bryan Siler
Business Performance Manager
Kentucky American Water

2300 Richmond Road
Lexington, Kentucky 40502

O: 859.268.6350
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E: bryan.siler@amwater.com

From: Bryan V. Siler
Sent: Wednesday, May 24, 2017 12:35 PM
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Subject: Quick Question

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Date: Wednesday, May 24, 2017 3:50 PM
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To: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
Subject: RE: Quick Question

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O: 859.268.6350
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Date: Thursday, November 2, 2017 10:36 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: james.keeton@amwater.com
Subject: ERWA Attorney

William Leger
18594443838legerw1@legerlaw.com

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: [16064530019](tel:16064530019)

FAX: [16064530020](tel:16064530020)



Date: Wednesday, November 1, 2017 1:48 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Notice of Transfer

The board members are having a special meeting in the morning to talk about hiring an attorney I will ask these questions and let you know tomorrow.

Eastern Rockcastle Water Association

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Mt. Vernon, KY 40456

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FAX: (606) 453-0020

On Wednesday, November 1, 2017 10:17 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

How will ERWA provide notice to its customers of the transfer to KAW? Will you simply mail a letter to everyone? Bill message? Post card?

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
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Date: Friday, October 27, 2017 11:13 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: James E Keeton <James.Keeton@amwater.com>
Subject: Re: Information

Got it!

Thanks,
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Friday, October 27, 2017 11:04 AM, James E Keeton <James.Keeton@amwater.com> wrote:
>

Hi Jessica,

Here is the information we talked about this morning. Please send me a note so that I know you got this note.

Jack Hughes



Thanks

Jimmy Keeton
> Director, Government Affairs
> Kentucky American Water
> Phone: 859-268-6339
> Cell: 859-618-5449
> Fax: 859-268-6327
> james.keeton@amwater.com

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Date: Friday, October 27, 2017 9:26 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Data Requests

Update Customer Info.

If there is no meter ID they are not active at this time. They have already paid and when Rodney gets the meter installed they will become active.

Eastern Rockcastle Water Association

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Mt. Vernon, KY 40456

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On Thursday, October 26, 2017 10:00 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

We received our first list of data requests from the Public Service Commission.

One of the data requests was for updated financials. Can you send an income statement and balance sheet as of September 30, 2017?

They specifically asked about customer deposits and what will happen to those. Is ERWA planning to return those deposits to customers? I assume that cash is sitting in the bank somewhere. The last audited statement (2016) showed \$19,801 in customer deposits.

On 9/27 you sent me a customer list that contained 612 customers. Was everyone on that list an active customer?

Are you aware of any violations with the Energy and Environment Cabinet ("EEC") or the Kentucky Division of Water ("DOW")?

Call me if you have any questions.

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water

> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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CUSTOMER INFO.accdb

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Date: Friday, October 27, 2017 8:48 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: Billing Report

Yes we have a few customers that live in Jackson Co.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Friday, October 27, 2017 8:20 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Ok, thanks.

Who gets charged the Rockcastle fee and the Jackson fee? Different parts of the system? Is there a small group of customers outside Rockcastle County?

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
> **Sent:** Friday, October 27, 2017 9:09 AM
> **To:** Bryan V Siler <Bryan.Siler@amwater.com>
> **Subject:** Re: Billing Report

> **EXTERNAL EMAIL - "Think before you click!"**

>
>

On the bill they are charged for water and school tax. That is all. WCI is for Rockcastle Co/Utility and WAI is for Jackson Co/Utility. Those are for school taxes.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

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> >

What is WCI and WAI? Our tax department is looking for anything that has to show up on the bill. An example would be school tax, franchise fee, any special charges where there may be an ordinance in Livingston or Rockcastle County. That kind of stuff.

> >

Thanks.

> >

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From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

> > **Sent:** Friday, October 27, 2017 8:50:14 AM

> > **To:** Bryan V Siler

> > **Subject:** Re: Billing Report

> > **EXTERNAL EMAIL - "Think before you click!"**

> >

> >

> >

Bryan,

> >

I'm not sure if this is the billing report you wanted. If not let me know.

> >

Meter reading went about the same.

> >

Thanks,

Jess

> >

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> > On Thursday, October 26, 2017 1:18 PM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
> > >

Jessica,

You showed me a billing report where each column was a line item on the bill (I think). One for water charge, one for taxes, etc.

Can you send me a copy of that report?

Also, how did meter reading go yesterday?

Thanks.

Bryan Siler

> > > Business Performance Manager
> > > Kentucky American Water
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> > > Lexington, Kentucky 40502

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Date: Friday, October 27, 2017 8:13 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Billing Report

That is my bill if that helps

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

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>
> What is WCI and WAI? Our tax department is looking for anything that has to show up on the bill. An example would be school tax, franchise fee, any special charges where there may be an ordinance in Livingston or Rockcastle County.
> That kind of stuff.

>
> Thanks.

>
> Get [Outlook for iOS](#)

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
> **Sent:** Friday, October 27, 2017 8:50:14 AM
> **To:** Bryan V Siler
> **Subject:** Re: Billing Report

> **EXTERNAL EMAIL - "Think before you click!"**

>
>
>

Bryan,

>

I'm not sure if this is the billing report you wanted. If not let me know.

>

Meter reading went about the same.

>

Thanks,

Jess

>

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

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 Jess Bill.pdf

Eastern Rockcastle Water Assoc
PO Box 540
MT VERNON KY 40456
606-453-0019

FIRST CLASS MAIL
U.S. POSTAGE PAID
MT VERNON KY
PERMIT NO. 9

ACCOUNT SERVICE AT DATES 102-02070-00 10/26/17
09/25/17 THRU 10/25/17

Presorted First-Class
1020207000

SVC.	PREVIOUS	CURRENT	USAGE	CODE
WT	321500	324900	3400	
WATER			44.42	
SCHL TX			1.33	
PREVIOUS BALANCE			1.83-	

BILL DATE NET BILL	10/26/17 43.92
GROSS BILL DUE AFTER	48.18 11/15/17

ENTER METER READING ABOVE
RETURN SERVICE REQUESTED

ERWA OFFICE WILL BE CLOSED
NOVEMBER 10TH
NOVEMBER 23RD & 24TH

GROSS DUE AFTER	48.18 11/15/17	NET DUE NOW	43.92
-----------------------	-------------------	-------------------	-------

102-02070-00
[Redacted]

RESIDENTIAL 606-453-0019



Date: Friday, October 27, 2017 8:08 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V Siler <Bryan.Siler@amwater.com>

Subject: Re: Billing Report

On the bill they are charged for water and school tax. That is all. WCI is for Rockcastle Co/Utility and WAI is for Jackson Co/Utility. Those are for school taxes.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

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What is WCI and WAI? Our tax department is looking for anything that has to show up on the bill. An example would be school tax, franchise fee, any special charges where there may be an ordinance in Livingston or Rockcastle County.

That kind of stuff.

>

Thanks.

>

Get [Outlook for iOS](#)

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

> **Sent:** Friday, October 27, 2017 8:50:14 AM

> **To:** Bryan V Siler

> **Subject:** Re: Billing Report

> EXTERNAL EMAIL - "Think before you click!"

>

>

>

Bryan,

>

I'm not sure if this is the billing report you wanted. If not let me know.

>

Meter reading went about the same.

>

Thanks,

Jess

>

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Mt. Vernon, KY 40456

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> > Business Performance Manager

> > Kentucky American Water

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Subject: Re: Billing Report

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Thanks,

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USVRTDTQ 2017/10/27 EASTERN ROCKCASTLE WATER ASSN FlexGen 4(C) Page: 1

BILLING SUMMARY REPORT
 SERVICE BY RATE BY DATE

MONTH/YEAR BILLS CHARGES USAGE

SERVICE: SCHL TX
 RATE: LTI SCHOOL TAX (I)

MONTH/YEAR	BILLS	CHARGES	USAGE
01/2017	602	814.46	0
02/2017	598	778.70	0
03/2017	600	709.72	0
04/2017	599	717.01	0
05/2017	602	758.65	0
06/2017	604	801.12	0
07/2017	605	760.67	0
08/2017	607	753.05	0
09/2017	607	779.51	0
10/2017	608	754.91	0

TOTALS	6032	7627.80	0

=====

SERVICE TOTALS: 6032 7627.80 0

SERVICE: WATER
 RATE: WAI JACKSON COUNTY (I)

01/2017	45	<u>11861811202</u>	02/2017	45	<u>12175431484</u>	03/2017	45
<u>11925191232</u>	04/2017	45	<u>11898691209</u>	05/2017	45	<u>11857171161</u>	06/2017
46	<u>11961551285</u>	07/2017	46	<u>11916611232</u>	08/2017	46	<u>12012301</u>
<u>311</u>	09/2017	46	<u>12339761615</u>	10/2017	46	<u>12074561367</u>	-----

TOTALS 455 20023.07 13098

RATE: WCI ROCKCASTLE COUNTY (I)

01/2017	557	25273.57	15987
02/2017	553	23764.17	14869
03/2017	555	21715.33	12676
04/2017	554	21982.26	13108
05/2017	557	23412.59	14492
06/2017	558	24721.86	15575
07/2017	559	23419.55	103883
08/2017	561	23074.89	13908
09/2017	561	23628.39	14702
10/2017	562	23072.08	14199

TOTALS	5577	234064.69	233399

USVRTDTQ 2017/10/27 EASTERN ROCKCASTLE WATER ASSN FlexGen 4(C) Page: 2

BILLING SUMMARY REPORT
SERVICE BY RATE BY DATE

MONTH/YEAR	BILLS	CHARGES	USAGE

SERVICE: WATER
RATE: WCI ROCKCASTLE COUNTY (I)

SERVICE TOTALS:	6032	254087.76	246497
-----------------	------	-----------	--------

GRAND TOTALS:	12064	261715.56	
---------------	-------	-----------	--

For Reporting Period: 01/2017 TO 10/2017

* End of Report: Eastern Rockcastle Co Water *

USVRTDTQ 2017/10/27 EASTERN ROCKCASTLE WATER ASSN FlexGen 4(C)
 Page: 1

BILLING SUMMARY REPORT
 SERVICE BY RATE BY DATE

MONTH/YEAR BILLS CHARGES USAGE

SERVICE: SCHL TX
 RATE: LTI SCHOOL TAX (I)

MONTH/YEAR	BILLS	CHARGES	USAGE
01/2017	602	814.46	0
02/2017	598	778.70	0
03/2017	600	709.72	0
04/2017	599	717.01	0
05/2017	602	758.65	0
06/2017	604	801.12	0
07/2017	605	760.67	0
08/2017	607	753.05	0
09/2017	607	779.51	0
10/2017	608	754.91	0

TOTALS -----
 6032 7627.80 0

===== ===== =====
 SERVICE TOTALS: 6032 7627.80 0

SERVICE: WATER
 RATE: WAI JACKSON COUNTY (I)

MONTH/YEAR	BILLS	CHARGES	USAGE
01/2017	45	1861.81	1202
02/2017	45	2175.43	1484
03/2017	45	1925.19	1232
04/2017	45	1898.69	1209
05/2017	45	1857.17	1161
06/2017	46	1961.55	1285
07/2017	46	1916.61	1232
08/2017	46	2012.30	1311
09/2017	46	2339.76	1615
10/2017	46	2074.56	1367

TOTALS -----
 455 20023.07 13098

RATE: WCI ROCKCASTLE COUNTY (I)

MONTH/YEAR	BILLS	CHARGES	USAGE
01/2017	557	25273.57	15987
02/2017	553	23764.17	14869
03/2017	555	21715.33	12676
04/2017	554	21982.26	13108
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USVRTDTQ 2017/10/27 EASTERN ROCKCASTLE WATER ASSN FlexGen 4(C)
 Page: 2

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 SERVICE BY RATE BY DATE

MONTH/YEAR BILLS CHARGES USAGE

SERVICE: WATER
 RATE: WCI ROCKCASTLE COUNTY (I)

SERVICE TOTALS:	6032	254087.76	246497
GRAND TOTALS:	12064	261715.56	

For Reporting Period: 01/2017 TO 10/2017

* End of Report: Eastern Rockcastle Co Water *



Date: Friday, October 6, 2017 10:21 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: Hi

Thank you

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: [16064530019](tel:16064530019)FAX: [16064530020](tel:16064530020)

On Friday, October 6, 2017 7:51 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:

> Thank you.
>
> I will be out next week. If you need anything while I am gone feel free to call
> Jimmy Keaton at [18596185449](tel:18596185449)> Enjoy!!!
>
>
> _____
> Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502
>
> O: [18592686350](tel:18592686350): [18595370749](tel:18595370749): bryan.siler@amwater.com

> -----Original Message-----

> From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
> Sent: Friday, October 6, 2017 8:47 AM
> To: Bryan V Siler <Bryan.Siler@amwater.com>
> Subject: Hi

> Hope everything is going well. Let me know if you need anything. Have a great
> weekend!
> Jess

>
> Eastern Rockcastle Water Association
>
> PO Box 540
>
> Mt. Vernon, KY 40456
>
> PHONE: [16064530019](tel:16064530019)> FAX: [16064530020](tel:16064530020)>

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>



Date: Friday, October 6, 2017 7:46 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: Hi

Hope everything is going well. Let me know if you need anything. Have a great weekend!
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020



Date: Thursday, September 28, 2017 11:03 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: Meter Errors

Ok I will try to charge it before he gets back.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Thursday, September 28, 2017 10:52 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Oh, ok. Just have him call me when he comes in to the office. I can walk him through it if it works. It may need to be charged with a USB cable if the screen does not come on when you press a button.

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
> **Sent:** Thursday, September 28, 2017 11:48 AM
> **To:** Bryan V Siler <Bryan.Siler@amwater.com>
> **Subject:** Re: Meter Errors

> **EXTERNAL EMAIL - "Think before you click!"**
>
>

Hey Bryan! I just looked at the pic you sent. We have one that looks like that. I don't know if it works or if Rodney knows how to use it though.

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Thursday, September 28, 2017 10:09 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
> >

Jessica,

Please show this to Rodney – we talked about the new meters he installed with zero consumption this morning. I will send him a PitStop reading device that may help diagnose those issues.

Thanks.

Bryan Siler

> > Business Performance Manager
> > Kentucky American Water
> > 2300 Richmond Road
> > Lexington, Kentucky 40502

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Date: Thursday, September 28, 2017 10:54 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V Siler <Bryan.Siler@amwater.com>

Subject: Re: Meter Errors

We had 88 radio read meters to estimate and 14 of those meters were new. 8 meters estimated 0 usage. 39 meters said actual read 0 usage. Maybe around 12 of those no one lives there so those are probably correct.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

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Date: Thursday, September 28, 2017 10:48 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V Siler <Bryan.Siler@amwater.com>

Subject: Re: Meter Errors

Hey Bryan! I just looked at the pic you sent. We have one that looks like that. I don't know if it works or if Rodney knows how to use it though.

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Thursday, September 28, 2017 10:09 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

Please show this to Rodney – we talked about the new meters he installed with zero consumption this morning. I will send him a PitStop reading device that may help diagnose those issues.

Thanks.

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

> O: 859.268.6350

> M: 859.537.0749

> E: bryan.siler@amwater.com

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Date: Wednesday, September 27, 2017 1:01 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: CRM

No.

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: [16064530019](tel:16064530019)FAX: [16064530020](tel:16064530020)

On Wednesday, September 27, 2017 12:44 PM, Bryan V Siler
<Bryan.Siler@amwater.com> wrote:
> Are there any location notes for these meters in your system?
>
>
>
> Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502
>
> O: [18592686350](tel:18592686350): [18595370749](tel:18595370749): bryan.siler@amwater.com

> -----Original Message-----
> From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
> Sent: Wednesday, September 27, 2017 8:32 AM
> To: Bryan V Siler <Bryan.Siler@amwater.com>
> Subject: CRM

> EXTERNAL EMAIL - "Think before you click!"

> Customer Read Meters - CMR *

> Let me know if you need anything else!

> Thanks,
> Jess

> Eastern Rockcastle Water Association

> PO Box 540

> Mt. Vernon, KY 40456

> PHONE: [16064530019](tel:16064530019)> FAX: [16064530020](tel:16064530020)>

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> Works Company Inc., 1025 Laurel Oak Road, Voorhees, NJ 08043 www.amwater.com

>



Date: Wednesday, September 27, 2017 11:17 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: RE: CRM

The CRM with the * is a customer read meter.
Yes some customers do have multiple meters.
The blank meter IDs Rodney has not installed meters yet. They are new customers.

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: 16064530019FAX: 16064530020

On Wednesday, September 27, 2017 7:55 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
> Does the CRM field notate it is a telephone reading?
>
> Also, I assume some people have multiple meters?
>
> There are a couple blank meter IDs. Not a problem, are these just old?

>
>
> _____
> Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502
>
> O: 18592686350: 18595370749: bryan.siler@amwater.com

>
> -----Original Message-----
> From: Eastern Rockcastle Water Assoc. [erwa@windstream.net]
> Sent: Wednesday, September 27, 2017 8:32 AM
> To: Bryan V Siler <Bryan.Siler@amwater.com>
> Subject: CRM

>
> EXTERNAL EMAIL - "Think before you click!"

>
> Customer Read Meters - CMR *

>
> Let me know if you need anything else!

>
> Thanks,
> Jess

>
> Eastern Rockcastle Water Association

>
> PO Box 540
>
> Mt. Vernon, KY 40456
>
> PHONE: 16064530019> FAX: 16064530020>

>
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>



Date: Wednesday, September 27, 2017 7:32 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: CRM

Customer Read Meters - CMR *

Let me know if you need anything else!

Thanks,
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020



CUSTOMER INFO.accdb



Date: Tuesday, September 26, 2017 2:38 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: ERWA System Map(s)

Bryan,
I just sent Deron an email!

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, September 26, 2017 1:33 PM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

I am trying to get a copy of the system map you have on the wall in the office. If you can, let Monarch Engineering know it is okay for them to send me an electronic copy of any maps they have of your system. Please send an e-mail to the address below:

dbyrne@monarchengineering.net

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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Date: Friday, September 1, 2017 8:06 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Customer List

Have a great weekend!
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020



CUSTOMER INFO.accdb



Date: Tuesday, August 15, 2017 12:54 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V Siler <Bryan.Siler@amwater.com>
Subject: Re: Reading & Billing

Yes on the 25th

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, August 15, 2017 10:53 AM, Bryan V Siler <Bryan.Siler@amwater.com> wrote:
>

Jessica,

When do you typically read meters? Close to the same day every month?

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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Date: Thursday, July 20, 2017 11:41 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Revised Letter

Thank you,
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020



Letter to customers KAW.docx

EASTERN ROCKCASTLE WATER ASSOCIATION**P.O. Box 540****Mt. Vernon, KY 40456****Phone: 606-453-0019****Fax: 606-453-0020**

JULY 2017

TO: ALL ERWA CUSTOMERS

This letter is being sent to all Eastern Rockcastle Water Association customers to inform them of a proposal by ERWA.

The Board of Directors of Eastern Rockcastle Water Association has had many meetings looking for a solution to better serve our customers and after meeting with Kentucky American Water, we feel that they are an excellent company that is better equipped to serve the needs of ERWA.

Kentucky American Water is a large corporation that serves a large portion of Kentucky. They have the resources to provide better services than have been provided in the past by Eastern Rockcastle Water Association.

If ownership stays with Eastern Rockcastle Water Association there will have to be a substantial rate increase to remain in business. Kentucky American Water is proposing to keep the water rates as they are for now.

Therefore, Eastern Rockcastle Water Association is asking its members to vote for their preference: to remain with Eastern Rockcastle Water Association or to choose to be under new ownership and management of Kentucky American Water.

Please read these instructions carefully.

- Each active account is entitled to one ballot.
- Your ballot is included with this letter, along with a self-addressed envelope for its return.
- As stated on the ballot, you may select up to 1 water provider for this election. If more than 1 water provider is selected; your vote will be discarded.
- Please make your selection and return the ballot in the provided envelope to the ERWA office, by mail or in person, on or before 6:00 p.m., Monday, August 21st, 2017.

DO NOT INCLUDE PAYMENT WITH YOUR BALLOT!!!

**THESE ENVELOPES WILL REMAIN SEALED AND BE PLACED IN A SEALED
BALLOT BOX UNTIL THE TIME OF THE ELECTION.**

If you have any questions please call the ERWA office at 606-453-0019.

Eastern Rockcastle Water Association is an equal opportunity provider and employer.



Date: Wednesday, July 19, 2017 7:26 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Letter to customers

Good morning Bryan

I wanted you all to look over the letter we are sending to our customers along with their ballot. Please let me know if you all would like us to change something or add something to this letter.

Thanks!
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020



Letter to customers KAW.docx

EASTERN ROCKCASTLE WATER ASSOCIATION**P.O. Box 540****Mt. Vernon, KY 40456****Phone: 606-453-0019****Fax: 606-453-0020**

JULY 2017

TO: ALL ERWA CUSTOMERS

This letter is being sent to all Eastern Rockcastle Water Association customers to inform them of a proposal by ERWA.

The Board of Directors of Eastern Rockcastle Water Association has had many meetings looking for a solution to better serve our customers and after meeting with Kentucky American Water, we feel that they are an excellent company who can better serve our customers.

Kentucky American Water is a large corporation that serves a large portion of Kentucky. They have the funds to assume the debts and service repairs now owned by Eastern Rockcastle Water Association.

If ownership stays with Eastern Rockcastle Water Association there will have to be a substantial rate increase to remain in business. Kentucky American Water is proposing to keep the water rates as they are now with the possibility of lower the rate in 2019.

Therefore, Eastern Rockcastle Water Association is asking its members to vote for their preference: to remain with Eastern Rockcastle Water Association or to choose to be under new ownership and management of Kentucky American Water.

Please read these instructions carefully.

- Each active account is entitled to one ballot.
- Your ballot is included with this letter, along with a self-address envelope for its return.
- As stated on the ballot, you may select up to 1 water provider for this election. If more than 1 water provider is selected; your vote will be discarded.
- Please make your selection and return the ballot in the provided envelope to the ERWA office, by mail or in person, on or before 6:00 p.m., Monday, August 21st, 2017.

DO NOT INCLUDE PAYMENT WITH YOUR BALLOT!!!

**THESE ENVELOPES WILL REMAIN SEALED AND BE PLACED IN A SEALED
BALLOT BOX UNTIL THE TIME OF THE ELECTION.**

Eastern Rockcastle Water Association is an equal opportunity provider and employer.



Date: Monday, July 17, 2017 1:44 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: ERWA Water User Agreement

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020

 WATER USER AGREEMENT.docx

 Older Water User Agreement.pdf

FORM FmHA-KY 1942-16
(Rev. 10-1-81)

WATER USER AGREEMENT

This Agreement entered into between _____,
whose address is _____,
hereinafter called "USER," and the _____,
hereinafter called "SUPPLIER."
(Address)

WHEREAS, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user's agreement as required by the Bylaws of the SUPPLIER, as applicable.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a House
(Residence, Mobile Home, etc.)
located on LEFT ROCK RD
(Street, Road, etc.)

The USER shall install and maintain, at his own expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

The USER agrees to pay a connection fee of \$ _____ to the SUPPLIER. If the water system is constructed, but the property covered by this agreement is not reached by the SUPPLIER's water line, the connection fee will be fully refunded to the USER. An advance deposit of \$ _____ is required at the time this agreement is signed and the balance of \$ _____ will be paid to the SUPPLIER on demand. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

-2-

The USER agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER's Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER's distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of THREE HUNDRED DOLLARS (\$300.00) as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the needs of the users, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER's water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his system.

The failure of the USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment within ten days from the due date will be subject to a penalty of _____ percent of the delinquent account.
2. Nonpayment within thirty days from the due date will result in the water being shut off from the USER's property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER's property, a fee of \$ _____ will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8-inch by 3/4-inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. A separate contract will be used by mobile home parks when mobile homes are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter use, inspect, repair, maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from the said lands.

If the SUPPLIER has not received a commitment of sufficient loan and/or grant funds to construct this project by _____, the connection fee (Date) or the advance deposit, as the case may be, will be refunded to the USER upon request. If the SUPPLIER has incurred any obligations for engineering, legal assistance or feasibility, up to \$ _____ of the connection fee or the advance deposit may be retained by the SUPPLIER to pay towards these obligations, with balance refunded in full to USER.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19_____.

WITNESS:

(Water User)

(Water User's Spouse) Partner

ATTEST:

_____ (Supplier)

By _____

_____ (Title)

LOCATION OF PROPERTY TO BE SERVED:

Name _____

Road/Route _____

City/State/Zip: _____

Residence Mobile Home Farm Business

CUSTOMER BILLING ADDRESS:

Name _____

Address _____

City/State/Zip _____

Phone _____

EASTERN ROCKCASTLE WATER ASSOCIATION WATER USER AGREEMENT/SERVICE CONTRACT

This agreement entered into between _____, whose mailing address is _____, hereafter known as USER, and Eastern Rockcastle Water Association, P.O. Box 540, Mt. Vernon, KY 40456, hereafter known as SUPPLIER. Whereas, the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this water user's agreement as required by the Bylaws of the SUPPLIER, as applicable.

Now therefore, in consideration of the mutual covenants, promises and agreement herein contained, it is hereby understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force, or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement.

The USER shall install and maintain, at his/her own expense, a service line, which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cut off valve and water meter.

The USER shall connect their service line to the water distribution system and shall commence to use the water from the system on the date water is available to them. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.

For a new service, the USER agrees to pay a meter set fee of \$ 875.00 to the SUPPLIER. For an existing service, an advance deposit of \$ 100.00 and a connection fee of \$ 35.00 is required at the time this agreement is signed. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility.

THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER. The USER agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed.

The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIERS Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER. In the event the USER shall breach this agreement by refusing or failing without cause to connect his/her service line to SUPPLIERS distribution system as set forth above, the USER AGREES TO PAY THE SUPPLIER a lump sum of EIGHT HUNDRED SEVENTY EIGHT DOLLARS as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in serious and substantial damages to the SUPPLIER, and would be difficult if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness in resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage. In the event the total water supply shall be insufficient to meet all of the needs of the USERS, or in the event there is a shortage of water, the SUPPLIER may appropriate the water available among the various users on such basis as deemed equitable by the Governing Body, and if at any time the total water supply be insufficient to meet all the needs of all the users, the SUPPLIER must first satisfy all of the needs of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all user for both domestic and livestock purposes before supplying any water for garden purposes.

The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIERS water lines and will be disconnected from present water supply prior to connecting to and switching to the SUPPLIERS system and shall eliminate present and future cross-connections in his/her system.

The failure of the USER to pay water charges duly imposed shall result in automatic imposition of the following penalties:

- Non-payment by the due date will be subject to a penalty of 10 percent of the delinquent account.
- Non-payment within thirty days from due date will result in the water being shut from the USERS property.
- In the event it becomes necessary for the SUPPLIER to shut off water from USERS property, a fee of \$ 35.00 will be charged for disconnection of water to USER, with a reconnection fee of 35.00 . In addition, if no deposit is on file with the SUPPLIER, a deposit of \$ 100.00 is required before reconnection will be made.
- It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8

inch by 3/4 inch meter will be used unless the USER contracts for a larger meter. A separate meter must be installed for each residence. Separate contracts will be used by mobile home parks when mobile homes are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter use, inspect, repair, maintain, replace and remove water pipes and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress and egress.

If the SUPPLIER has not received a commitment of sufficient loan and/or grant funds to construct this project by N/A , the meter set fee may be refunded to the USER upon request, plus interest from date collected. If the SUPPLIER has incurred any obligations for engineering, legal assistance or feasibility up to N/A , the meter set fee may be retained by the SUPPLIER to pay towards these obligations.

In witness whereof, we have executed this agreement this _____ day of _____, 20_____.

Notary Name

Water User

Commission Expires

Water User Spouse

Notary Signature

() _____
Contact #

Date _____

Supplier: ERWA

Signature, Title

*Must be notarized if signed outside ERWA office or not witnessed by ERWA personnel.



Date: Friday, July 14, 2017 11:09 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: Articles of Incorporation and By-Laws


Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: 16064530019

FAX: 16064530020

 Articles of Incorporation.pdf

 BY-LAWS.docx

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EASTERN ROCKCASTLE WATER ASSOCIATION

PO BOX 540
MT VERNON, KY 40456

BY-LAWS

RESTATED AND AMENDED

NOVEMBER 2016

**RESTATED AND AMENDED BY-LAWS
OF
EASTERN ROCKCASTLE WATER ASSOCIATION, INC.**

ARTICLE I

OFFICE

The registered office of the Association is 9246 Main Street, Livingston, Kentucky 40445. The mailing address is Post Office Box 540, Mt. Vernon, Kentucky 40456. The registered agent for service of process shall be Jessica Maupin, ERWA clerk, and may be changed from time to time by the Board of Directors. The principle office of the Association shall be as designated by the Board of Directors.

ARTICLE II

MEMBERS

SECTION 1. ANNUAL MEETING. The annual meeting of members shall be held on the first Wednesday of September in each year, beginning with the year 2009, at a time and place to be fixed by the Board of Directors. Directors shall be elected at the annual meeting and the members shall conduct other business as is necessary. Cumulative voting *shall not* be used in the election of the directors.

SECTION 2. SPECIAL MEETINGS. Special meetings of the members may be called by the Board of Directors, by the president or on petition of twenty percent of the members.

SECTION 3. NOTICE OF MEETING. Written notice stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called shall be delivered not less than ten nor more than thirty days before the date of the meeting, either personally or by mail, by or at the direction of the president, secretary, or the persons calling the meeting. The meeting shall be

conducted in Rockcastle County at a reasonable place selected by the person or persons calling the meeting.

SECTION 4. QUORUM. A majority of the members presented, in person, shall constitute a quorum at a meeting of members. Once a quorum is present, the members may continue to transact business until adjournment.

SECTION 5. VOTING METHOD. The plurality method of voting will be used for elections.

1. Public Notice to be made to the customers.
 - a. An ad is to be placed in the community section of the Mt Vernon Signal reflecting the following information for the three weeks prior to the board meeting scheduled for May:
 - i. The date, time and location of the meeting where nominations will be accepted.
 - ii. Candidates wishing to be added to the ballot will have make that request in person at the predetermined meeting.
 - iii. The date, time and location of the annual election meeting.
 - b. Notification to be sent to the all active customers reflecting the following information at least two weeks prior to the board meeting scheduled for May:
 - i. The date, time and location of the meeting where nominations will be accepted.
 - ii. Request must be made in person.
 - c. Notice to be posted in a conspicuous place in the office reflecting the following information:
 - i. The date, time and location of the meeting where nominations will be accepted.
 - ii. Candidates wishing to be added to the ballot will have make that request in person at the predetermined meeting.
 - iii. The date, time and location of the annual election meeting.
2. Ballots and instructions letters to reflect the following:
 - a. The customer will cast their vote by marking a selection box to the left of the candidates name.
 - b. The candidates will be placed on the ballot by utilizing a random lottery drawing.
 - c. The return envelope for the customer to use when return their ballot would have the word "BALLOT" pre-stamped on the face to alleviate any confusion as to the contents of the envelope.
 - d. The instruction letter and ballot will be mailed to the customer 60 days before the election.

- e. Ballots to be placed in a locked and sealed ballot box until the scheduled start time of the annual meeting.
3. Tabulating the votes will be done by a neutral third party.
 - a. Votes to be tabulating using a spreadsheet that will assure one ballot per active account.
 - b. Any ballot with more candidates selected than instructed on the face of the ballot will be disallowed.
 4. Declaring winners will be done using a plurality voting system.
 - a. The candidate with the most votes will win the available seat.
 - b. It is not necessary for the candidate to have a majority vote.
 - c. Ties will be decided by a manner best satisfying both candidates. EX. coin flip, Board decision, or the electoral vote allotted to the President of the Association.

SECTION 6. ANTI-NEPOTISM. No one can be on the Board of Directors or employed by ERWA if a family member already holds a position with ERWA. "Family member" is defined as the following: father, mother, brother, sister, husband, wife, son, daughter, aunt, uncle, niece, nephew, grandfather, grandmother, grandson, granddaughter, less than fourth generation cousin, or any in-laws of those previously mentioned.

ARTICLE III

DIRECTORS

SECTION 1. GENERAL POWERS. The business and affairs of the corporation shall be managed by its Board of Directors.

SECTION 2. NUMBER, TENURE AND QUALIFICATIONS. The Board of Directors shall consist of no more than seventeen (17) and no less than five (5) members. The Board of Directors shall have the power to change the number of directors. The term of each director shall be three (3) years and each shall serve until his successor is elected. Effective March 18, 2013, the number of directors shall consist of five (5).

Members of the Board of Directors shall:

- a. Have a functional ERWA water meter in his or her name;

- b. Must be a customer in good standing, and a resident in the area served by ERWA;
- c. Have no delinquent debts to the ERWA;
- d. Not violate the Article II, Section 6. Anti-nepotism policy of ERWA;
- e. Not have a final judgment entered against him or her involving civil fraud, an ethical violation, discrimination and/or acts of harassment while a Director or prior to becoming a Director;
- f. Not have entered a plea of guilty to, or no contest to, or been convicted of a felony;
- g. Must be a high school graduate or have passed the General Educational Development (GED) test;
- h. Not use his or her position on the Board for personal or political gain;
- i. Not violate confidences or engage in illegal activity under the color of authority as a Director; and
- j. Consent to a background check upon election to the Board, or nomination to be on the ballot for election to the Board, at the discretion of the Board of Directors.

Effective February 22, 2016, election of the directors shall be changed from the 1-1-3 year model to the 2-2-1 year, model to better maintain continuity and stability of the organization. The current directors and their terms are as follows:

Name	Term Expires
Russell Barron	2017
Louie Northern	2019
Carolyn Hinton	2017
Bentley Cromer	2018
Dwight Mink	2019

SECTION 3. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly or at such frequency as the Board deems advisable and at a place chosen by the Board.

SECTION 4. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the president or a majority of directors. The person or persons authorized to call special meetings of the Board of Directors may fix the time and place.

SECTION 5. NOTICE. Notice of any special meeting shall be given to the directors at least two days prior to the proposed meeting by written notice. The notice must state the purpose of the meeting.

SECTION 6. QUORUM. A majority of the Board of Directors fixed in accordance with Section 2 of this Article shall constitute a quorum for the transaction of business.

SECTION 7. VACANCIES. Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of majority of the remaining directors though less than a quorum of the Board of Directors. A director appointed to fill a vacancy shall serve until the next annual meeting and his successor shall serve until the expiration of the term of the member whose vacancy is being filled.

SECTION 8. COMPENSATION. Directors may be paid for their services as directors, or shall be reimbursed for their out of pocket expenses.

ARTICLE IV

OFFICERS

SECTION 1. NUMBER. The officers of the Association shall be a president, a vice-president, a secretary and a treasurer, who shall be appointed by the Board of Directors.

SECTION 2. ELECTION AND TERM OF OFFICE. The officers of the Association shall be appointed annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the members.

SECTION 3. REMOVAL. Any officer or agent may be removed by the Board of Directors at its discretion.

SECTION 4. VACANCIES. A vacancy in any office shall be filled by the Board of Directors.

SECTION 5. PRESIDENT. The president shall be the principal executive officer of the Association and subject to the control of the Board of directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the members and of the Board of Directors. He may sign, with the secretary or any other proper officer of the Association thereunto authorized by the Board of Directors, deeds, mortgages, bonds, contracts, checks, or other instruments which the Board of Directors has authorized to be executed, and in general shall perform all duties incident to the

office of president and such other duties as may be prescribed by the Board of Directors from time to time.

SECTION 6. VICE-PRESIDENT. In the absence of the president or in the event of his death, inability or refusal to act, the vice-president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president.

SECTION 7. SECRETARY The secretary shall: (a) keep the minutes of the proceedings of the members and of the Board of Directors in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law; (c) be custodian of the Association records and of the seal of the corporation; (d) keep a list of the members and their addresses; (e) sign with the president, or a vice-president, documents authorized by the Board of Directors; (f) in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors;

SECTION 8. TREASURER. The secretary/treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Association; (b) receive and give receipts for moneys due and payable to the Association from any source whatsoever, and deposit all such moneys in the name of the Association in such banks, trust companies or other depositaries as shall be selected in accordance with the provisions of Article V of the By-Laws; (c) sign with the president, or a vice-president, documents authorized by the Board of Directors (d) in general, perform all duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

SECTION 9. SALARIES. The salaries of the officers shall be fixed from time to time by the Board of Directors and no officer shall be prevented from receiving such salary by reason of the fact that he is also a director of the Association.

ARTICLE V

CONTRACTS, LOANS, CHECKS AND DEPOSITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and

deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by two of the three officers (President, Vice President, or Secretary) of the Association.

SECTION 4. DEPOSITS. All funds of the Association not otherwise employed shall be deposited from time to time to the credit of the corporations in such banks, trust companies, or other depositories as the Board of Directors may select.

ARTICLE VI

FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

ARTICLE VII

WAIVER OF NOTICE

Whenever any notice is required to be given to any member or director of the Association under the provisions of these By-Laws, or under the provisions of the Articles of Incorporation, or under the provisions of the Kentucky Business Corporation Act, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE VIII
AMENDMENTS

These by-laws may be altered or amended by the Board of Directors at its discretion.

Dated this 19th day of December, 2016.

PRESIDENT

VICE-PRESIDENT

SECRETARY

TREASURER

Page 461 of 481
0271023.09
John Y. Brown III
Secretary of State
Received and Filed
02/19/2003 11:56 AM
Fee Receipt: \$8.00
Finance
NAOA

**ROCKCASTLE WATER ASSOCIATION**

P.O. Box 540
Mt. Vernon, Ky. 40456
(606) 256-5480

**Articles of Amendment
Of
Rockcastle Water Association, Inc.**

The above corporation existing pursuant to the Kentucky Corporation Laws, desiring to give notice to corporate action effectuating amendment of certain provisions of its Article of Incorporation, sets forth the following amendments:

The name of the corporation is Rockcastle Water Association, Inc.
The exact text of Article 1 of the Articles of Incorporation is amended to read as follows:
Eastern Rockcastle Water Association, Inc.
The amendment was adopted on February 14, 2003, with the Board of Directors casting
A vote of unanimous.

Dell F. Ponder
President
Rockcastle Water Association

IN WITNESS WHEREOF, I have hereunto subscribed my
name, this 29th day of March, 1990.




STATE OF KENTUCKY

COUNTY OF ROCKCASTLE

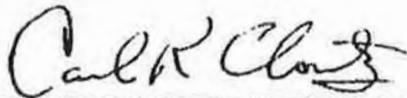
Personally appeared before me, a Notary Public in
and for the aforesaid County and State, Roland Mullins, who
signed and acknowledged the foregoing Articles of
Incorporation to be his own free act and deed.

Witness my hand and seal of office, this the 29th
day of March, 1990.


Notary Public, State of Ky. at Large
My commission expires 12-5-90

This instrument prepared by:

CLONTZ & COX
Attorneys at Law
P. O. Box 1350
Mt. Vernon, Kentucky 40456



ARTICLE V.

The number of directors constituting the initial board of directors shall be seventeen and the names and mailing addresses of the persons who are to serve as the initial directors are as follows: *1990 Board*

Name	ADDRESS
Ruth Bullock	Rt. 1, Mt. Vernon, KY 40456
Hilda Hampton	Rt. 1, Brodhead, KY 40409
Walter Baldwin	Rt. 3, Crab Orchard, KY 40419
Money Ed Cummins	Rt. 1, Brodhead, KY 40409
Joe Martin	Rt. 4, Mt. Vernon, KY 40456
Louie Northern	Rt. 2, Mt. Vernon, KY 40456
Harold Ballinger	507 Three Links Road, McKee, KY 40447
Joe Clark	Rt. 2, Livingston, KY 40445
Henry Lee Abney	Rt. 2, Livingston, KY 40445
Murphy Martin, Jr.	Rt. 2, Box 309, Livingston, KY 40445
Willard Whitaker	Rt. 5, Livingston, KY 40445
Gilbert Shepherd	Rt. 2, Livingston, KY 40445
Edgar Morris	Rt. 2, Livingston, KY 40445
Ray Kirby	Rt. 5, Box 406, Livingston, KY 40445
Olen McGuire	Orlando, KY 40460
John F. Harding	Rt. 3, Mt. Vernon, KY 40456
Geraldine Mize	Rt. 1, Box 362, Mt. Vernon, KY 40456

ARTICLE VI.

This corporation is organized as a nonprofit corporation under the provisions of KRS Chapter 273.

ARTICLE VII.

The name and mailing address of the incorporator is ~~Roland Mullins, Route 1, Box 230, Mt. Vernon, Kentucky 40456.~~

TIME

AMOUNT

10
\$18.00

BREMER CHARLES
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY

10-1-92
Lynn Request

ARTICLES OF INCORPORATION

OF

ROCKCASTLE WATER ASSOCIATION, INC.

The undersigned hereby forms a corporation under the laws of the Commonwealth of Kentucky, and under the following Articles of Incorporation.

ARTICLE I.

Eastern
V

The name of this corporation shall be Rockcastle Water Association, Inc.

ARTICLE II.

The purpose of this corporation shall be to establish, operate and maintain a water distribution system and to do all things necessary and incidental thereto.

ARTICLE III.

The corporation's initial registered office shall be the Courthouse, Main Street, Mt. Vernon, Kentucky 40456 and the name of its initial registered agent at that is Carl R. Clontz.

ARTICLE IV.

The mailing address of the corporation's principal office is Route 1, Box 230, Mt. Vernon, Kentucky 40456.

P.O. Box 540



Date: Wednesday, June 21, 2017 1:43 PM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: RE: Meeting

I typed this up for you. See if you can use this with the customers info. I know you said the other didn't work that I sent you.

I will enter the meter reading on our last billing cycle for Eastern. The customers that don't have a meter ID are new. As soon as Rodney installs those meters I will enter the meter ID.

I am taking a couple vacation days. I will be back on Monday if you need anything else.

Hope you have a great weekend!
Jess

Eastern Rockcastle Water Association
PO Box 540
Mt. Vernon, KY 40456
PHONE: (606) 453-0019
FAX: (606) 453-0020

On Wednesday, June 21, 2017 10:39 AM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
>

I was confused. I thought they were signing it Monday but I think they are going to do that next week.

Thanks.

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]
> **Sent:** Wednesday, June 21, 2017 9:34 AM
> **To:** Bryan V. Siler <Bryan.Siler@amwater.com>
> **Subject:** Re: Meeting

> **EXTERNAL EMAIL - "Think before you click!"**

>

>

Sry meeting was on Monday 19th not 20th

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Tuesday, June 20, 2017 3:00 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

> >

Jess,

Disregard my earlier e-mail. I thought the meeting was last night but I guess I was a week early.

Can you send me the following:

A sample customer's bill – you can just print and scan one to me

Accounts Receivable – what is the balance, # of accounts owing money.

Year, Make and Model of Rodney's truck

Name of bank you use now – we will need to set up an account at some point

Thanks...

Bryan Siler

> > Business Performance Manager

> > Kentucky American Water

> > 2300 Richmond Road

> > Lexington, Kentucky 40502

> > O: 859.268.6350

> > M: 859.537.0749

> > E: bryan.siler@amwater.com

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CUSTOMER INFO.accdb

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Date: Wednesday, June 21, 2017 8:34 AM
From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>
To: Bryan V. Siler <Bryan.Siler@amwater.com>
Subject: Re: Meeting

Sry meeting was on Monday 19th not 20th

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, June 20, 2017 3:00 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
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A sample customer's bill – you can just print and scan one to me

Accounts Receivable – what is the balance, # of accounts owing money.

Year, Make and Model of Rodney's truck

Name of bank you use now – we will need to set up an account at some point

Thanks...

Bryan Siler
> Business Performance Manager
> Kentucky American Water
> 2300 Richmond Road
> Lexington, Kentucky 40502

> O: 859.268.6350
> M: 859.537.0749
> E: bryan.siler@amwater.com

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Date: Wednesday, June 21, 2017 8:28 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: Re: Meeting

Bryan,

We did have the monthly board meeting on the 20th. Is that the meeting you are talking about? Were they supposed to sign an agreement?

Accounts Receivable \$3951.14

2014 Ford F150

Community Trust Bank - General Fund & Operation & Maintenance
Citizens Bank - Payroll and CD

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, June 20, 2017 3:00 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

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Jess,

Disregard my earlier e-mail. I thought the meeting was last night but I guess I was a week early.

Can you send me the following:

A sample customer's bill – you can just print and scan one to me

Accounts Receivable – what is the balance, # of accounts owing money.

Year, Make and Model of Rodney's truck

Name of bank you use now – we will need to set up an account at some point

Thanks...

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

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Customer Bill.pdf

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Eastern Rockcastle Water Assoc
PO Box 540
MT VERNON KY 40456
606-453-0019

FIRST CLASS MAIL
POSTAGE PAID
MT VERNON KY 40456
PERMIT NO.

ACCOUNT SERVICE AT DATES

102-02070-00 10/01/15
08/25/15 THRU 09/30/15

Presorted First-Class

1020207000

SVC.	PREVIOUS	CURRENT	USAGE	CODE
WT	241400	245900	4500	
WATER			57.11	
SCHL TX			1.71	

BILL DATE NET BILL	10/01/15 58.82
GROSS BILL DUE AFTER	64.53 10/19/15

ENTER METER READING ABOVE

RETURN SERVICE REQUESTED

102-02070-00

ERWA HAS EXTENDED THE DUE DATE FOR THIS BILL TILL 10/19/2015

GROSS DUE AFTER	64.53 10/19/15	NET DUE NOW	58.82
-----------------	-------------------	-------------	-------

[Redacted] UTF

RESIDENTIAL 606-453-0019



Front

ENCLOSE THIS STUB WHEN PAYING BY MAIL FOR PROPER CREDIT

Back

CODES: WT = WATER
SWR = SEWER
GS = GAS

UC (USAGE CODES):
E = ESTIMATED
M = METER CHANGE

NOT RESPONSIBLE FOR MAIL DELIVERY

APPROVED BY STATE BOARD OF ACCOUNTS



Date: Friday, June 16, 2017 12:29 PM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: RE: Contractors

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Wednesday, June 14, 2017 2:01 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

>

Jess,

Can you send me any info you have for Fred? (Contract for service, insurance certificate, etc.)

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

> O: 859.268.6350

> M: 859.537.0749

> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]

> **Sent:** Wednesday, June 14, 2017 11:41 AM

> **To:** Bryan V. Siler <Bryan.Siler@amwater.com>

> **Subject:** Re: Contractors

> **EXTERNAL EMAIL - "Think before you click!"**

>

>

Fred Sparkman

Sparkman Backhoe Service LLC

606-260-0177

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Tuesday, June 13, 2017 3:14 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
> >

Jess,

Please also send the name and contact info for the person ERWA uses to fix main breaks, etc.

Thanks.

Bryan Siler

> > Business Performance Manager

> > Kentucky American Water

> > 2300 Richmond Road

> > Lexington, Kentucky 40502

> > O: 859.268.6350

> > M: 859.537.0749

> > E: bryan.siler@amwater.com

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Mr. Fred.pdf

CERTIFICATE OF INSURANCE

DATE 6/15/2017

PRODUCER Patton Chesnut Binder Inc Po Box 708 London KY 407430708 606-864-5171		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
POLICYHOLDER Sparkman Backhoe Service Llc 265 Ready Mix Rd London, KY 40741		INSURER AFFORDING COVERAGE Kentucky Employers Mutual Insurance Lexington Financial Center 250 West Main Street, Suite 900 Lexington, KY 40507 (659) 425-7800 Fax (659) 425-7822			
COVERAGE					
THIS IS TO CERTIFY THAT THE POLICY OF INSURANCE LISTED BELOW HAS BEEN ISSUED TO THE POLICYHOLDER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITIONS OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICY LISTED BELOW IS SUBJECT TO ALL OF THE TERMS, EXCLUSIONS AND CONDITIONS OF THE POLICY. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	342483	11/12/2016	11/12/2017	WC STATUTORY LIMITS	
				EL EACH ACCIDENT	\$100,000
				EL DISEASE-POLICY LIMIT	\$500,000
				EL DISEASE-EA EMPLOYEE	\$100,000
CERTIFICATE HOLDER			CANCELLATION		
Eastern Rockcastle Water Association P O Box 540 Mt Vernon, KY 40456 606-453-0019			SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE KEMI WILL NOT PROVIDE WRITTEN NOTICE TO THE CERTIFICATE HOLDER. THIS CERTIFICATE SHALL NOT IMPOSE ANY OBLIGATION OR LIABILITY OF ANY KIND UPON KEMI OR ITS REPRESENTATIVES.		



Date: Friday, June 16, 2017 12:23 PM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: Re: Data Request

FEDERAL ID # 61-1202692

TAX EXEMPT # C0102003

Customer read meter brands
Sensus meters, ABB meters, and Hershey meters.

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Thursday, June 15, 2017 2:05 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

>

Jess,

Does ERWA have a Tax ID Number?

Also, what brand are the customer read meters?

Bryan Siler

> Business Performance Manager

> Kentucky American Water

> 2300 Richmond Road

> Lexington, Kentucky 40502

> O: 859.268.6350

> M: 859.537.0749

> E: bryan.siler@amwater.com

From: Eastern Rockcastle Water Assoc. [mailto:erwa@windstream.net]

> **Sent:** Wednesday, June 14, 2017 12:19 PM

> **To:** Bryan V. Siler <Bryan.Siler@amwater.com>

> **Subject:** Re: Employee Data Request

> **EXTERNAL EMAIL - "Think before you click!"**

>
>

Bryan,

What is FLSA Status?

Thanks

Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

> On Tuesday, June 13, 2017 3:03 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:

> >

Jess,

Just send this info for both you and Rodney along with the other stuff we discussed.

Thanks.

Name

Job Title

Rate of Pay

FLSA Status

Hire Date

Years of Service

Gender

Ethnicity

Date of Birth

Bryan Siler

> > Business Performance Manager
> > Kentucky American Water
> > 2300 Richmond Road
> > Lexington, Kentucky 40502

> > O: 859.268.6350
> > M: 859.537.0749
> > E: bryan.siler@amwater.com

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Date: Wednesday, June 14, 2017 11:19 AM

From: Eastern Rockcastle Water Assoc. <erwa@windstream.net>

To: Bryan V. Siler <Bryan.Siler@amwater.com>

Subject: Re: Employee Data Request

Bryan,
What is FLSA Status?
Thanks
Jess

Eastern Rockcastle Water Association

PO Box 540

Mt. Vernon, KY 40456

PHONE: (606) 453-0019

FAX: (606) 453-0020

On Tuesday, June 13, 2017 3:03 PM, Bryan V. Siler <Bryan.Siler@amwater.com> wrote:
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 Employee Information.docx

 Employee_Handbook.docx

 Worker's Comp.pdf

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PRODUCER: Z0183
PATTON-CHESNUT-BINDER INSURANCE INC
P.O. BOX 708

LONDON, KY 40743

Workers Compensation Renewal EASTERN ROCKCASTLE WATER ASSN INC
Expiration Date: 08/26/2016
Expiring Policy Number P0014-MP150759816W

Please review this quotation carefully. If there are any corrections or changes to be made please fax or e-mail the information to Kelly Feger

**kjfeger@miains.com
Fax 502-426-7067 Phone 502-429-9990**

* *The renewal has been produced using the payrolls of the last audit.*
And with *Employers Liability Limits of*

\$100,000	Each Accident
\$500,000	Disease-Policy Limits
\$100,000	Disease-Each Employee

* The Workers' Compensation Renewal Questionnaire must be completed, signed as indicated and returned to this office with the insured's payment by the renewal date. Coverage will cancel at 12:01 a.m. on the expiration date shown above.

* For the convenience of the agent, there is an invoice attached.

* **THIS IS THE ONLY INVOICE - NO COPY OF THIS IS MAILED TO THE INSURED FROM MIDWESTERN INSURANCE.**

**This is the only notice sent regarding the renewal.
No copy of the quotation or invoice will be sent to your client.**