

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of

Electronic Proposed Acquisition by Bluegrass)
Water Utility Operating Company, LLC and)
the Transfer of Ownership and Control of)
Assets by: Delaplain Disposal Company;)
Herrington Haven Wastewater Company, Inc.;)
Springcrest Sewer Company, Inc.; and)
Woodland Acres Utilities, LLC.)
)

Case No. 2020-00297

**Response to
Commission Staff’s Second Request for Information**

Applicants Bluegrass Water Utility Operating Company, LLC (“Bluegrass”), Delaplain Disposal Company (“Delaplain”), Herrington Haven Waste Water Company, Inc. (“Herrington Haven”), Springcrest Sewer Company, Inc. (“Springcrest”) and Woodland Acres Utilities, LLC (“Woodland Acres”) herewith submit responses to the Commission Staff’s Second Request for Information. Signed, notarized verifications for these Responses appear on the following pages. Bluegrass has verified the responses to 2 PSC 01, 04-10, and its respective response to 2 PSC 03. The transferring utilities have verified their respective responses to 2 PSC 02-03 and 11. The undersigned counsel is responsible for any objection noted for a particular response.

Respectfully submitted,

/s/ Kathryn A. Eckert

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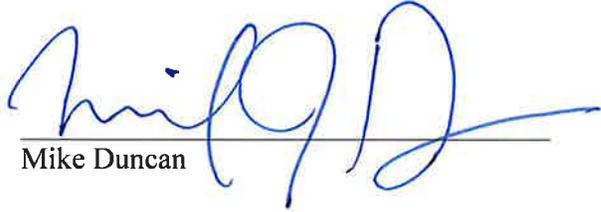
Attorneys for Applicants

VERIFICATION

On behalf of Applicant Bluegrass Water Utility Operating Company, LLC

State of Missouri)
County of St. Louis)

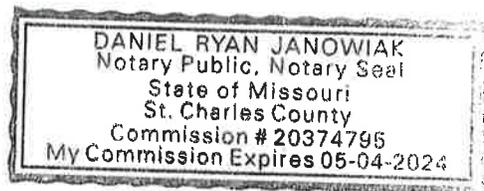
I, Mike Duncan, Director of Business Operation of Central States Water Resources, Inc., the manager of Bluegrass Water Utility Operating Company, LLC, being duly sworn, state that I prepared or supervised the preparation of the following responses to PSC's Second Request for Information on behalf of Bluegrass Water Utility Operating Company, LLC, or part thereof for which I am identified as a witness. I state that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.


Mike Duncan

Subscribed, sworn to, and acknowledged this 2nd day of December, 2020, before me, a Notary Public in and before said County and State.


NOTARY PUBLIC

My Commission expires: 5/4/24



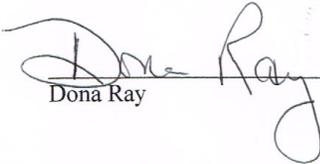
VERIFICATION

On behalf of Applicant Delaplain Disposal Company

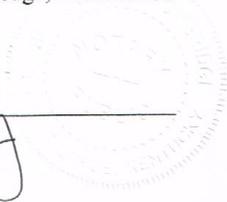
Commonwealth of KENTUCKY)

County of Fayette)

I, Dona Ray, President of Delaplain Disposal Company, being duly sworn, state that I prepared or supervised the preparation of the following responses to PSC's Second Request for Information or part thereof for which I am identified as a witness. I state that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.



Dona Ray



Subscribed, sworn to, and acknowledged this 18 day of Dec, 2020, before me, a Notary Public in and before said Commonwealth and County.



NOTARY PUBLIC

My Commission expires: 5-8-2021

VERIFICATION

On behalf of Applicant Herrington Haven Wasterwater Company, Inc.

Commonwealth of KENTUCKY)

County of garvard)

I, Charles Melvin Price, President of Herrington Haven Wastewater Company, Inc., being duly sworn, state that I prepared or supervised the preparation of the following responses to PSC's Second Request for Information or part thereof for which I am identified as a witness. I state that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.

Charles Melvin Price

Charles Melvin Price

Subscribed, sworn to, and acknowledged this 23 day of nov, 2020, before me, a Notary Public in and before said Commonwealth and County.

Joanna Miller

NOTARY PUBLIC # 604096

My Commission expires: 7-24-22

VERIFICATION

On behalf of Applicant Springcrest Sewer Company

Commonwealth of KENTUCKY)

County of garard)

I, Charles Melvin Price, President of Springcrest Sewer Company, being duly sworn, state that I prepared or supervised the preparation of the following responses to PSC's Second Request for Information or part thereof for which I am identified as a witness. I state that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.

Charles Melvin Price
Charles Melvin Price

Subscribed, sworn to, and acknowledged this 23 day of Nov, 2020, before me, a Notary Public in and before said Commonwealth and County.

Joanna Miller
NOTARY PUBLIC #604096

My Commission expires: 7-24-22

VERIFICATION

On behalf of Applicant Woodland Acres Company, Inc.

Commonwealth of KENTUCKY)

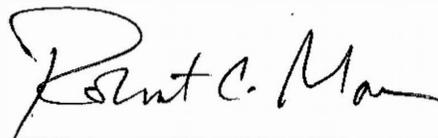
County of BULLITT)

I, Joseph Murphy, President of Woodland Acres Utilities, LLC, being duly sworn, state that I prepared or supervised the preparation of the following responses to PSC's Second Request for Information or part thereof for which I am identified as a witness. I state that the matters and things set forth in those responses are true and correct to the best of my knowledge, information and belief formed after reasonable inquiry.



Joseph Murphy

Subscribed, sworn to, and acknowledged this 2ND day of Decem, 2020, before me, a Notary Public in and before said Commonwealth and County.



NOTARY PUBLIC

My Commission expires: 2/22/20

ROBERT C. MOORE NOTARY PUBLIC STATE AT LARGE, KENTUCKY COMM. #595798 MY COMMISSION EXPIRES 02/22/2022

Request

1. Refer to Application, page 10, which states that “Bluegrass Water’s acquisition of the four transferring utilities’ assets will be funded with equity capital from its affiliate CSWR, LLC.
 - a. State whether Bluegrass Water contends that it is required to obtain authority to raise the capital necessary to acquire the assets of the transferring utilities pursuant to KRS 278.300, and explain each basis for its response.
 - b. If Bluegrass Water contends that it is required to obtain such authority, identify when Bluegrass Water requested it.
-

Response

- a. Bluegrass Water contends that KRS 278.300 is not applicable to the equity funding of its proposed acquisition of the four transferring utilities’ assets and, therefore, no authority pursuant to KRS 278.300 is required to be obtained. The funding involves neither the issuance by Bluegrass Water of securities or evidences of indebtedness nor the assumption by Bluegrass Water of any obligation or liability in respect to the securities or evidences of indebtedness of any other person.
- b. Bluegrass Water does not so contend. It notes, however, that it has included statements about such funding as part of the required KRS 278.020(6) showing of its financial ability in the applications for approval filed in Case Nos. 2019-00104 and 2019-00360 and in this case.¹ The final orders in those earlier cases found the requisite financial ability in approving the acquisitions/transfers. *See, e.g.,* Case No. 2019-00104, 8/14/19 Final Order, p. 12: “The Commission finds that Bluegrass Water and its affiliates have the

¹ Bluegrass Water made similar statements about equity funding of the acquisition of the subject systems’ assets in its application in Case No. 2020-00028, but no KRS 278.020(6) showing of financial ability was required, given the Commission’s conclusion in its final Order issued June 19, 2020 (p.13), “that neither KRS 278.020(6) nor KRS 278.020(7) are applicable to the proposed transaction.”

financial ability to acquire and operate the various systems and provide reasonable service. The record reflects that Bluegrass Water and its affiliates have arranged for the necessary equity and debt to acquire the systems and to provide reasonable service.”).

Request

2. Refer to the response to Commission Staff's First Request for Information (Staff's First Request), Item 6h. Provide the distance between each transferring utility and the closest point at which the systems of each of those utilities could be attached to the sewer service providers with the nearest known facilities.
-

Response:

Delaplain Disposal Company: As shown by the Delaplain Disposal Permit location map, the Georgetown #2 force main runs approximately 30 yards from the back of the Delaplain Disposal Treatment plant.

Herrington Haven Wastewater Company: The closest plant would be Danville WWTP in Boyle County. This is approximately 8 miles from Herrington Haven plant. Of note, connection these would require building over or under Herrington Lake with numerous lift stations.

Springcrest Sewer Company: Springcrest's response to 1 PSC 06(h) mistakenly stated that South Elkorn District was the closest facility. In preparing for this response this was found to be incorrect (as it is a water district). Instead, the nearest known in-county sewer plant is Nicholasville WWTP, which is located approximately seven (7) miles from Springercrest.

Woodland Acres Utilities: The closest wastewater system to Woodland Acres is the City of Shepherdsville wastewater system. The City of Shepherdsville wastewater system is within approximately forty feet (40') of the Woodland Acres system.

Request

3. Refer to response to Staff's First Request, Item 6i. Regardless of whether an official study has been conducted, state whether Bluegrass Water or any of the transferring utilities have obtained an estimate of what it would cost to connect to the facilities of another sewer provider, regardless of whether it is the closest, and if so, provide that estimate, explain the circumstances under which it was obtained, and state why it was decided not to connect to the system.
-

Response

Bluegrass Water: Bluegrass Water has not obtained any estimates of the cost to connect to the facilities of another sewer provider from any of the transferring utilities. While no estimate was obtained for Delaplain, Bluegrass Water did reach out to the Georgetown municipal sewer system regarding the potential for connection, but Georgetown stated it did not have capacity to absorb the Delaplain flows and was not interested in connecting to Delaplain. The remaining three utilities all present additional challenges to enable any such connection. For example, Herrington Haven is extremely isolated, and even if a main could be built in a straight line to the nearest part of the collection system, it would require over four miles of sewer main and crossing a large river.

Delaplain Disposal Company: Delaplain has not obtained an estimate of the cost and/or feasibility to connect to the facilities of another sewer provider, including any permanent connection to the Georgetown #2 force main, as a means of providing sewage services to the Delaplain service area.

Herrington Haven Wastewater Company: Herrington Haven has not obtained any estimates for connecting to other sewer plants, including the Danville plant, due to the related expense and small number of customers.

Springcrest Sewer Company: Springcrest has not obtained any estimates for connecting to other sewer plants, including the Nicholasville plant, due to the related expense and small number of customers.

Woodland Acres Utilities: Woodland Acres Utilities has not obtained any estimates for cost to connect Woodland Acres to the City of Shepherdsville wastewater system. While no such estimates were obtained, Woodland Acres has contacted the City of Shepherdsville on at least two different occasions to discuss the transfer of Woodland Acres to the City of Shepherdsville. On both occasions, Woodland Acres was told that the Shepherdsville system did not have the capacity to accept the flow from Woodland Acres, and did not indicate any interest in accepting the flow from Woodland Acres.

Request

4. Refer to the responses to Staff's First Request, Item 8. Provide an itemized breakdown of the O&M column of the table provided in that response for each utility listed therein.
-

Response

Bluegrass Water does not have an itemized breakdown of the O&M column as anticipated by this Request. Rather, Bluegrass Water developed estimates for costs relating to third party Operations and Maintenance contractors, based on Bluegrass Water's operating experience at several facilities it already owns.¹ These estimates underwent appropriate adjustments for factors such as plant size, plant type, and potential operational challenges at the systems the company proposes to acquire. Although an itemized breakdown cannot be provided at this time, once Bluegrass Water owns these system, it will be able to adjust the estimates and provide additional details.

¹ Please see the list of the wastewater operator services attached as Exh. A to the Midwest Water Operations, LLC contract (*See* Ky. PSC Case No. 2020-00290 Joint Application Exhibit 16-B, filed 9/30/20), which is currently in effect for O&M services at Bluegrass Water systems across Kentucky, and shows the basis for the services expected to be performed by operators at the systems sought for acquisition.

Request

5. Refer to the responses to Staff's First Request, Item 20 in which Bluegrass Water stated that discussions with third party banks have indicated the need for an "in a state-specific intermediary CSWR-affiliated capital company entity to be the borrower and to provide credit enhancement to the bank in the form of a pledge of the capital company's assets and a guarantee from CSWR." Explain what such a capital company is and why it was determined to be necessary to raise debt capital.
-

Response

Bluegrass Water solicited third party banks for debt in support of its operations and expansion. Given Bluegrass Water's current operating results and lack of profit therein, discussions with potential lenders focused on what credit enhancement that affiliate CSWR could offer to support Bluegrass Water's position as borrower. These potential lender banks indicated that they would favorably respond to the solicitation if a separate, intermediary CSWR entity (now named "CSWR Capital Co – KY) acted as the borrower from the bank. CSWR Capital Co – KY would then loan these debt funds to Bluegrass Water.

For security on its loan to Bluegrass Water, CSWR Capital Co – KY would file UCC-1 financing statement on Bluegrass Water assets. At this point, the lender bank would receive a pledge of the stock of CSWR Capital Co-KY and a guaranty from CSWR LLC as credit enhancement. This structure is desired by the lender bank to protect its interest in the case of any financial distress of Bluegrass Water, as the bank has no desire to foreclose on or operate utility assets. This plan developed and was found necessary because Bluegrass Water has been unable to obtain any lending directly.

Request

6. Describe the long-term liabilities payable to associated companies listed on the September 30, 2020 balance sheet for Bluegrass Water, and if those liabilities are memorialized in writing, provide a copy of any such writing.
-

Response

The liabilities titled "Payable to Associated Companies" are amounts transferred from CSWR, LLC to Bluegrass Water to provide working capital. No interest is charged on these funds. These liabilities are not memorialized in writing, so there are no copies to provide in response.

Request

7. Identify the interest rates that Bluegrass Water anticipates receiving on debt, and explain each basis Bluegrass Water's response.
-

Response

Bluegrass Water anticipates receiving an interest rate on its debt around 9% based on discussions with potential lenders. Depending on financial market conditions at the time of Bluegrass Water's financing case, the rate may differ.

Request

8. Explain in detail why Bluegrass Water is willing to pay significantly more for the assets of the Delaplain Disposal Company than the remaining book value of those assets.
 - a. Identify each asset that Bluegrass Water intends to purchase from Delaplain Disposal Company.
 - b. Provide all estimates prepared by or on behalf of Bluegrass Water as to the value of any asset of the Delaplain Disposal Company.
-

Response

Bluegrass Water is willing to pay more than the Net Book Value (“NBV”) because it believes the full value of Delaplain’s assets in use and/or useful in providing service are not currently reflected on its books of account. The largest portion of the unrecorded value relates to the value of land and easements necessary to enable Delaplain to provide service. Bluegrass Water has obtained a preliminary appraisal indicating where the value of any real property assets equal or exceed the difference between current NBV and purchase price for Delaplain.

- a. Bluegrass Water does not currently have a list identifying every asset that it intends to purchase from Delaplain at this stage of the transaction. The Purchase and Sale Agreement (Joint Application Exh. G) generally describes the property to be purchased in Section 1.01. Bluegrass Water can provide a more complete list of purchased assets upon acquisition and closing on the Delaplain system.
- b. Please see attached for estimates prepared by or on behalf of Bluegrass Water as to the value of any asset of Delaplain:
 - Table with breakdown of Delaplain asset values at KY2020-00297 2JA 000001

- Preliminary appraisal for real property at KY2020-00297 2JA 000002

Assets	Original Cost	Accumulated Depreciation - 2019	12/31/2019 NBV	Additions - 9/30/2020	Depreciation - 9/30/2020	9/30/2020 NBV
Structures and Improvments (311)	\$ 16,534.00	\$ (16,534.00)	\$ -			
Collection Sewers - Gravity (352.2)	\$ 573,623.00	\$ (437,353.00)	\$ 136,270.00	\$ 22,820.00	\$ (5,276.00)	\$ 153,814.00
Other Collection Facilities (353)	\$ 400,897.00	\$ (167,760.00)	\$ 233,137.00	\$ 15,877.00	\$ (17,462.00)	\$ 231,552.00
Flow Measuring Devices (355)	\$ 2,035.00	\$ (2,035.00)	\$ -			
Treatment and Disposal Equipment (373)	\$ 649,371.00	\$ (649,371.00)	\$ -			
Other Treatment and Disposal Plant Equip. (376)	\$ 959.00	\$ (959.00)	\$ -			
Total:	\$ 1,643,419.00	\$ (1,274,012.00)	\$ 369,407.00	\$ 38,697.00	\$ (22,738.00)	\$ 385,366.00



Valbridge
PROPERTY ADVISORS

Appraisal Report

Delaplain Disposal Company
W Yusen Way
Georgetown, Scott County, Kentucky 40324

Report Date: 08-12-2019



FOR:

Central States Water Resource
Ms. Sandy Neal
Regional Director of Utility Acquisitions
500 Northwest Plaza Drive, Suite 500
St. Ann, Missouri 63074

Valbridge Property Advisors

2030 Dickory Avenue, Suite 200
New Orleans, LA 70123
504.541.5100 phone
504.541.5107 fax
valbridge.com

Valbridge File Number:
LA01-19-0166.000

KY2020-00297 2JA 000002

Page 1 of 48



2030 Dickory Avenue, Suite 200
New Orleans, LA 70123
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504.541.5107 fax
valbridge.com

08-12-2019



Ms. Sandy Neal
Regional Director of Utility Acquisitions
Central States Water Resource
500 Northwest Plaza Drive, Suite 500
St. Ann, Missouri 63074

RE: Appraisal Report
Delaplain Disposal Company
W Yusen Way
Georgetown, Scott County, Kentucky 40324

Dear Ms. Neal:

In accordance with your request, we have performed an appraisal of the above referenced property. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to our value opinions. This letter of transmittal is not valid if separated from the appraisal report.





The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:



Hypothetical Conditions:

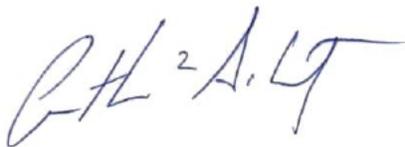


Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusions

Component	As Is	As Is

Respectfully submitted,
Valbridge Property Advisors



Arthur L. Schwertz, MAI
Senior Managing Director
Kentucky Certified General
Real Property Appraiser #5470

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Summary of Salient Facts

Property Identification



Site



Valuation Opinions



Value Indications

Approach to Value	As Is	As Is

Value Conclusions

Component	As Is	As Is

Aerial and Front Views

AERIAL VIEW



FRONT VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

[Redacted content]

Intended Use of the Appraisal

[Redacted content]

Real Estate Identification

[Redacted content]

Legal Description

[Redacted content]

Use of Real Estate as of the Effective Date of Value

[Redacted content]

Use of Real Estate as Reflected in this Appraisal

[Redacted content]

Ownership of the Property

[Redacted content]

History of the Property

[Redacted]

Listings/Offers/Contracts

[Redacted]

Type and Definition of Value

[Redacted]

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

[Redacted]

Valuation Scenario

Effective Date of Value

[Redacted]

[Redacted]

Date of Report

[Redacted]

¹ Source: Code of Federal Regulations, Title 12, Banks and Banking, Part 722.2-Definitions

List of Items Requested but Not Provided

[Redacted]

Assumptions and Conditions of the Appraisal

[Redacted]

Extraordinary Assumptions

[Redacted]

Hypothetical Conditions

[Redacted]

Scope of Work



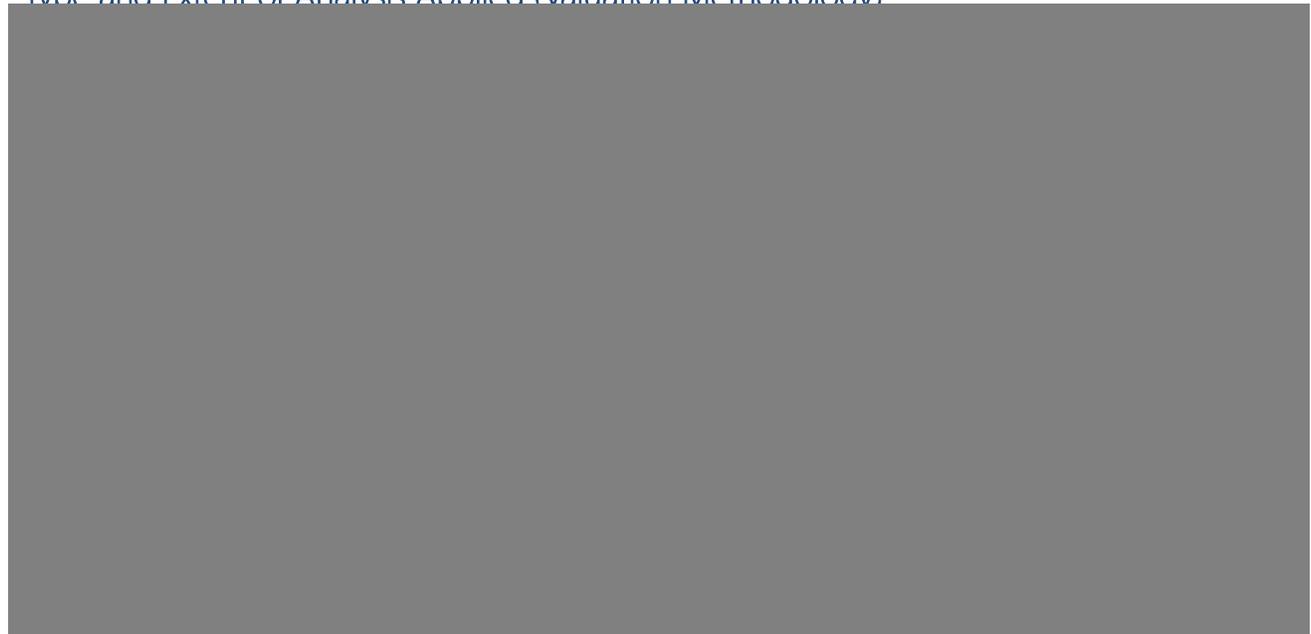
Extent to Which the Property Was Identified



Extent to Which the Property Was Inspected



Type and Extent of Analysis Applied (Valuation Methodology)





Appraisal Conformity and Report Type



Personal Property/FF&E



Regional and Market Area Analysis



Overview





Population

Area	2000	2010	Annual % Change 2000 - 10	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
[Redacted]						

Source: Site-to-Do-Business (STDB Online)



Employment



Employment by Industry - Lexington-Fayette, KY MSA

Industry	2019 Estimate	Percent of Employment
[Redacted]		

Source: Site-to-Do-Business (STDB Online)

Unemployment



Unemployment Rates

Area	YE 2012	YE 2013	YE 2014	YE 2015	YE 2016	YE 2017	YE 2018	YTD 2019
[Redacted Data]								

Source: Bureau of Labor Statistics - Year End - National & State Seasonally Adjusted

Median Household Income

[Redacted Data]			
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Median Household Income

Area	Estimated 2019	Projected 2024	Annual % Change 2019 - 24
[Redacted Data]			

Source: Site-to-Do-Business (STDB Online)

Site Description

[Redacted]

Site Characteristics

[Redacted]

Street Frontage / Access

Frontage Road	Primary
[Redacted]	[Redacted]

Additional Access

[Redacted]

Flood Zone Data

[Redacted]

Other Site Conditions

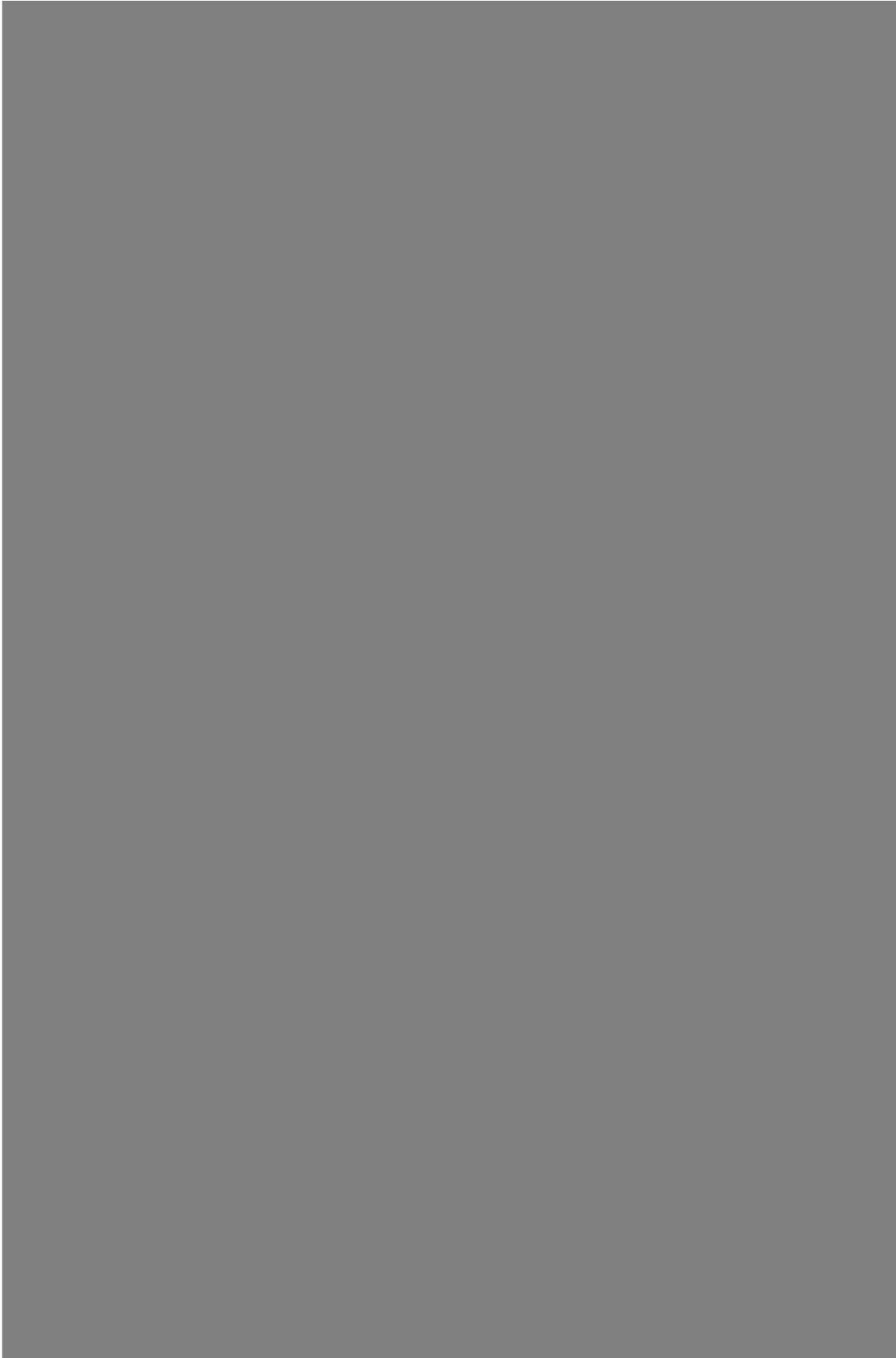
[Redacted]

Site Ratings



Zoning Designation









Subject Photos





Highest and Best Use

Analysis of Highest and Best Use As If Vacant

Legally Permissible

Physically Possible

Financially Feasible

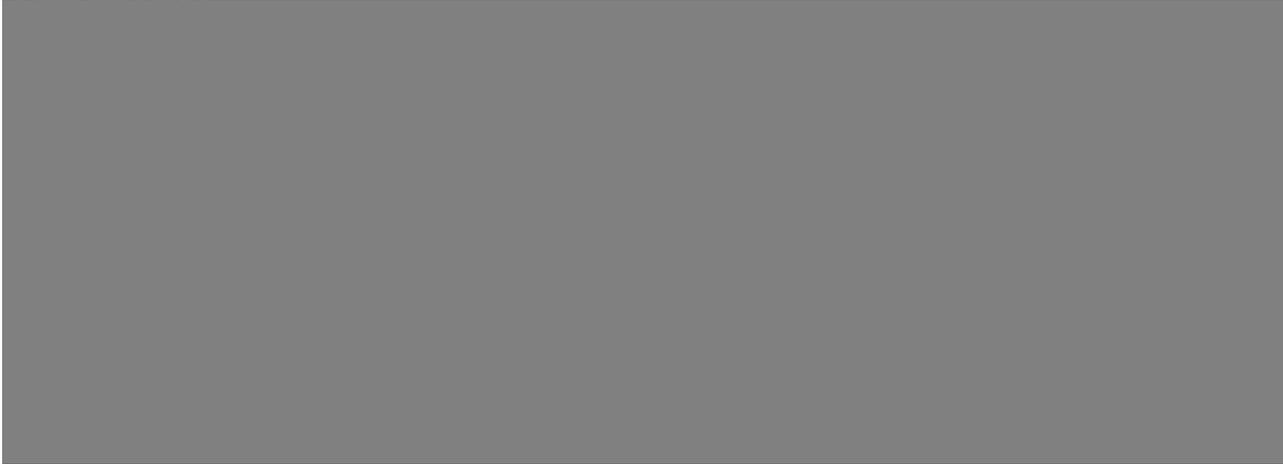
Maximally Productive

Conclusion of Highest and Best Use As If Vacant

Most Probable Buyer

Land Valuation

Methodology



Unit of Comparison



Elements of Comparison



Comparable Sales Data



Land Sales Summary

Subject	Sale # 1	Sale # 2	Sale # 3
[Redacted]			

Sales Data

[Redacted]			
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Physical Characteristics

[Redacted]			
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Land Sales Comparison Analysis



Transaction Adjustments



Real Property Rights Conveyed



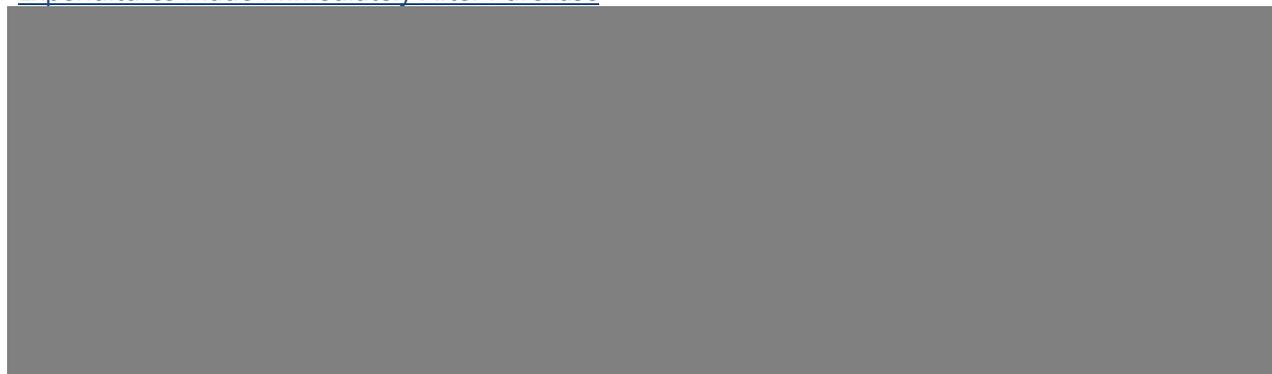
Financing Terms



Conditions of Sale



Expenditures Made Immediately After Purchase



Market Conditions Adjustment



Property Adjustments



Location



Size



Summary of Adjustments



LAND SALES ADJUSTMENT GRID

Subject	Sale # 1	Sale # 2	Sale # 3
[Redacted Content]			

Conclusion - Sewer Plant Site



Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
[Redacted]			



Conclusion - Market Value of the Easements



Valuation of the Servitude



Calculation of Easement Value

Site Area	Unit Value	Market Value of Fee	Easement Use	Value of
[Redacted]				

Valuation Summary



Value Indications

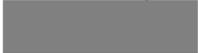
Approach to Value	As Is	As Is
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Value Conclusions

Component	As Is	As Is
[Redacted]		



Extraordinary Assumptions:



Hypothetical Conditions:

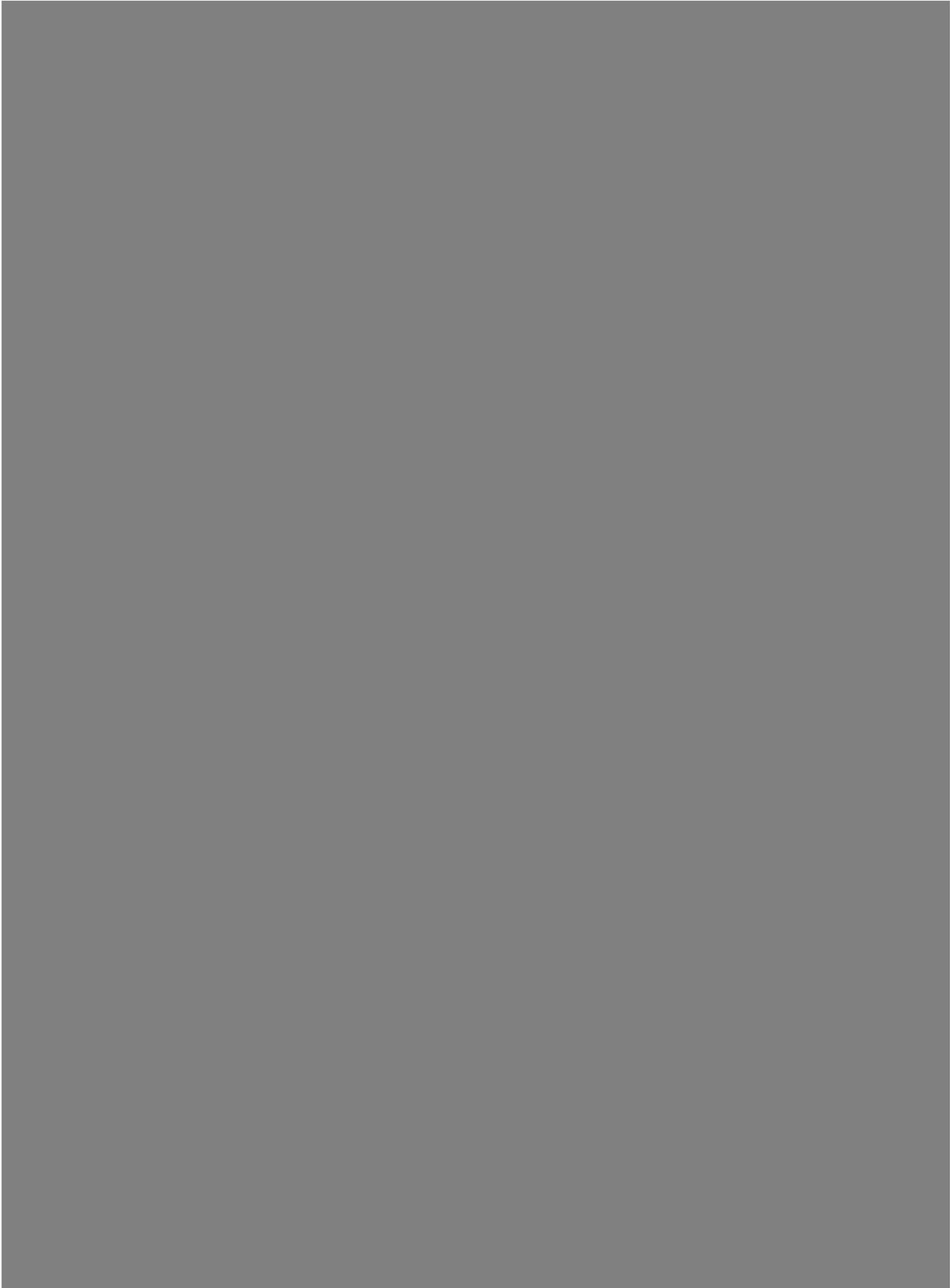


Exposure Time and Marketing Periods



General Assumptions and Limiting Conditions



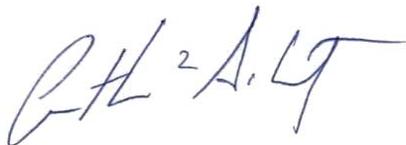








Certification – Arthur L. Schwertz



Arthur L. Schwertz, MAI
Senior Managing Director
Kentucky Certified General
Real Property Appraiser #5470

Addenda

Glossary

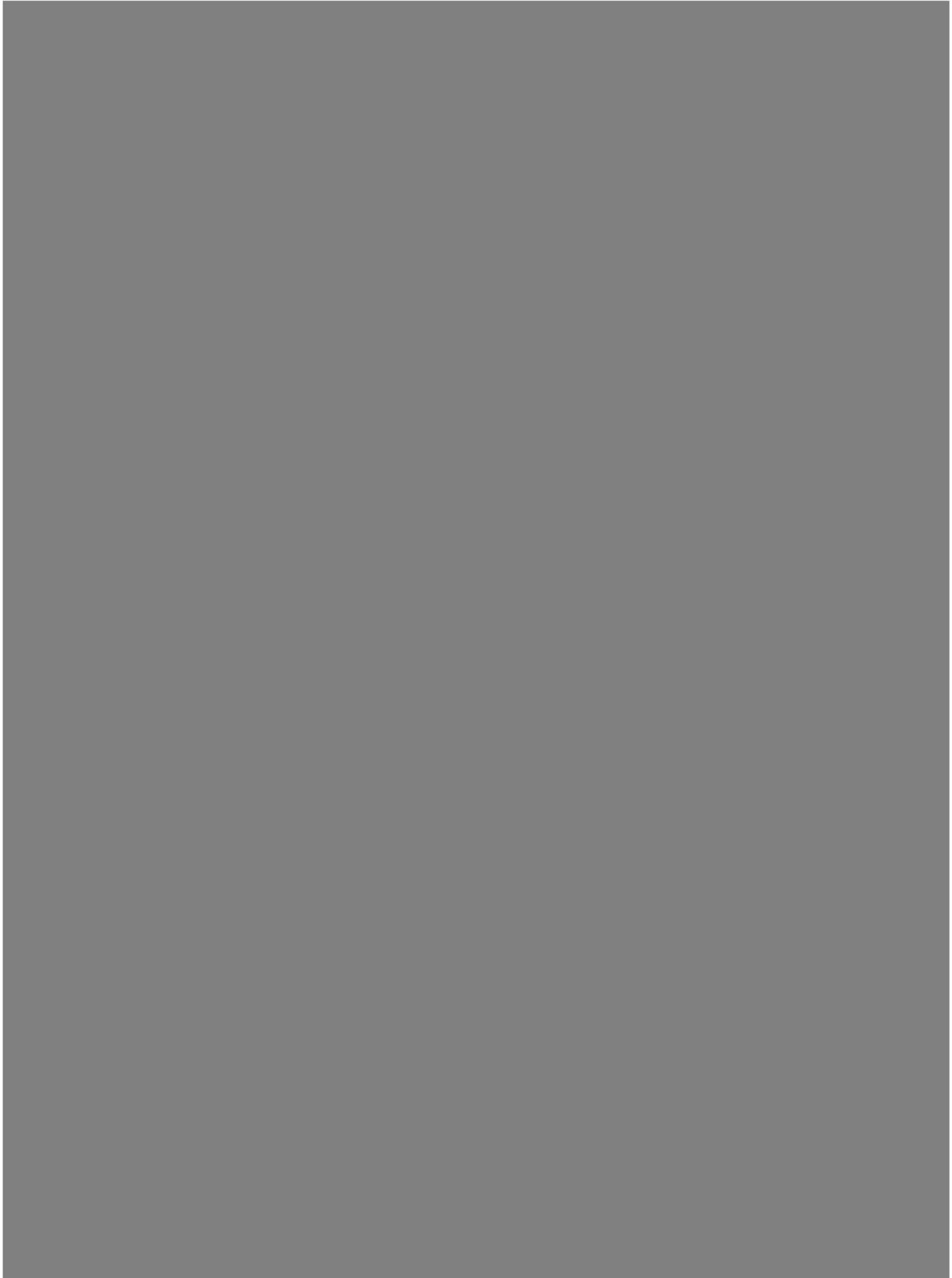
Qualifications

- Arthur L. Schwertz, MAI - Senior Managing Director

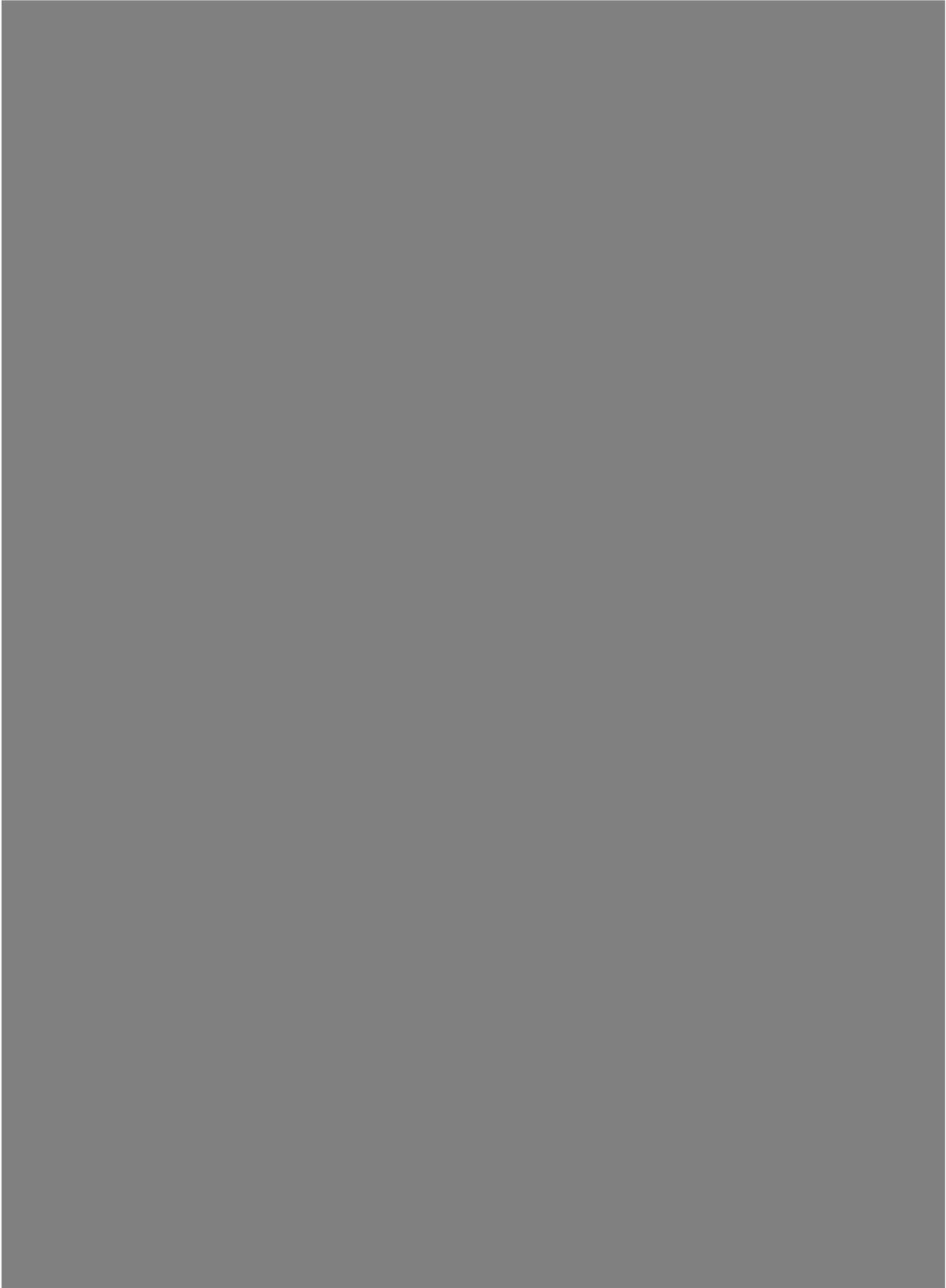
Information on Valbridge Property Advisors

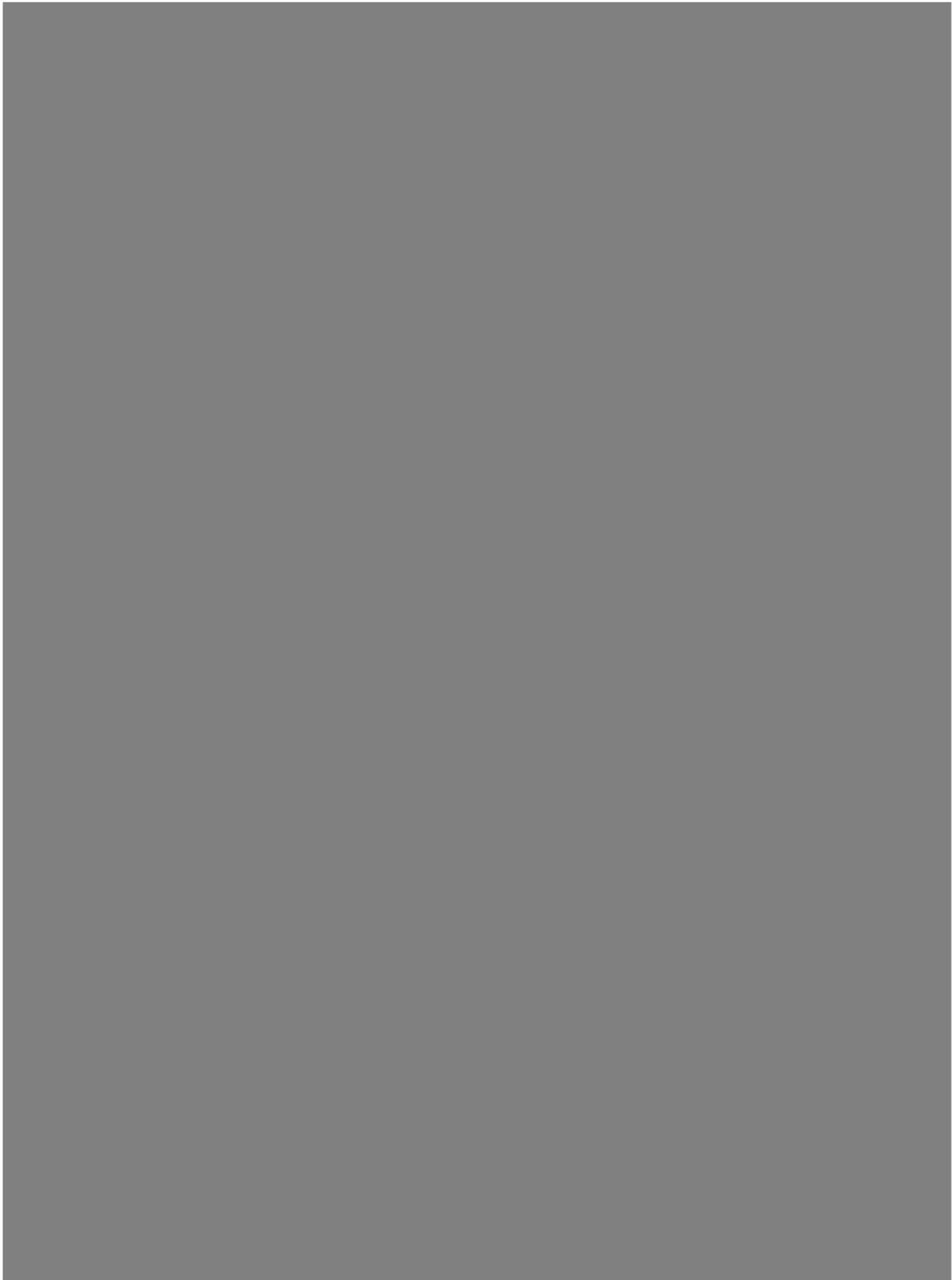
Office Locations

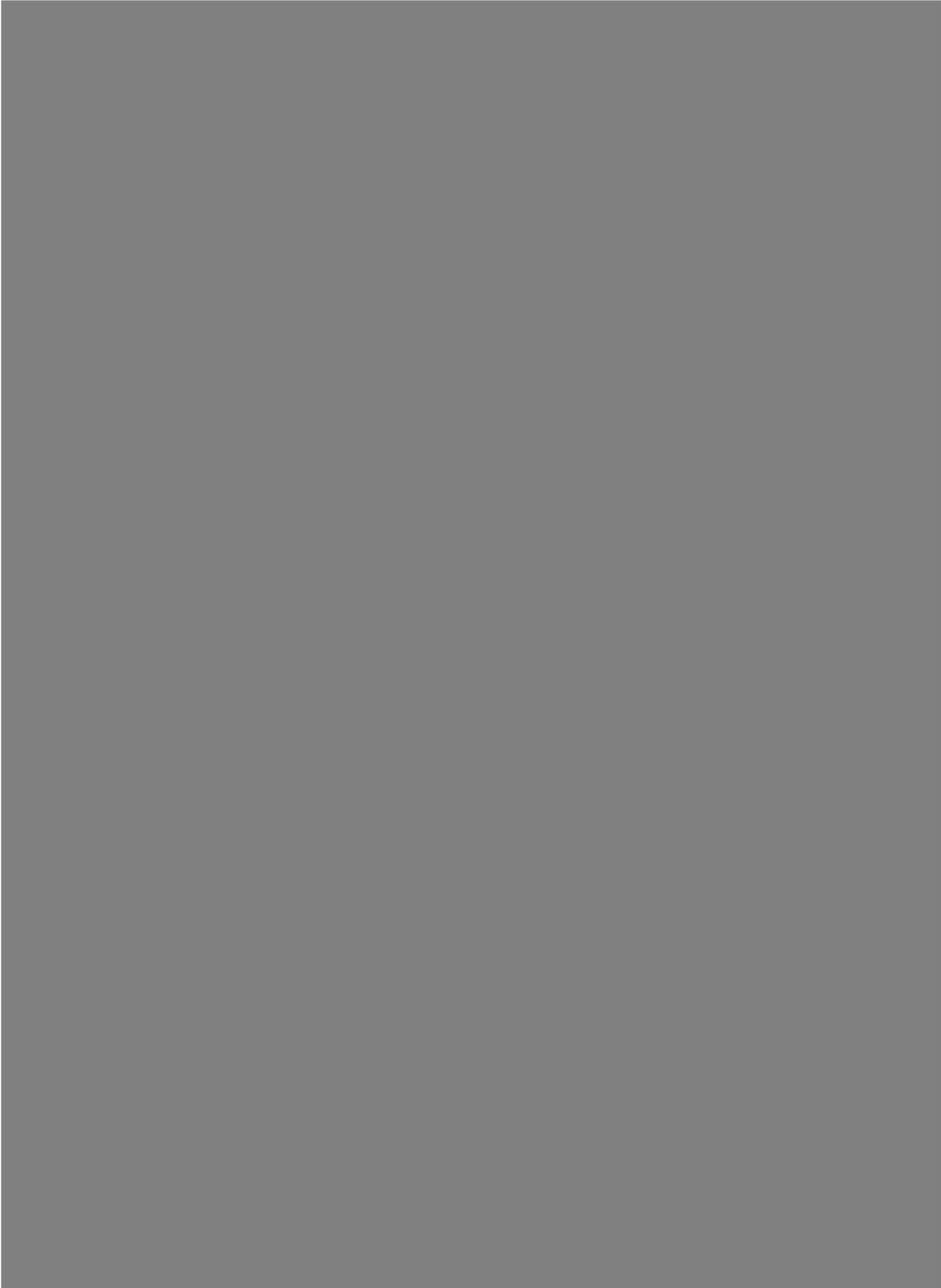






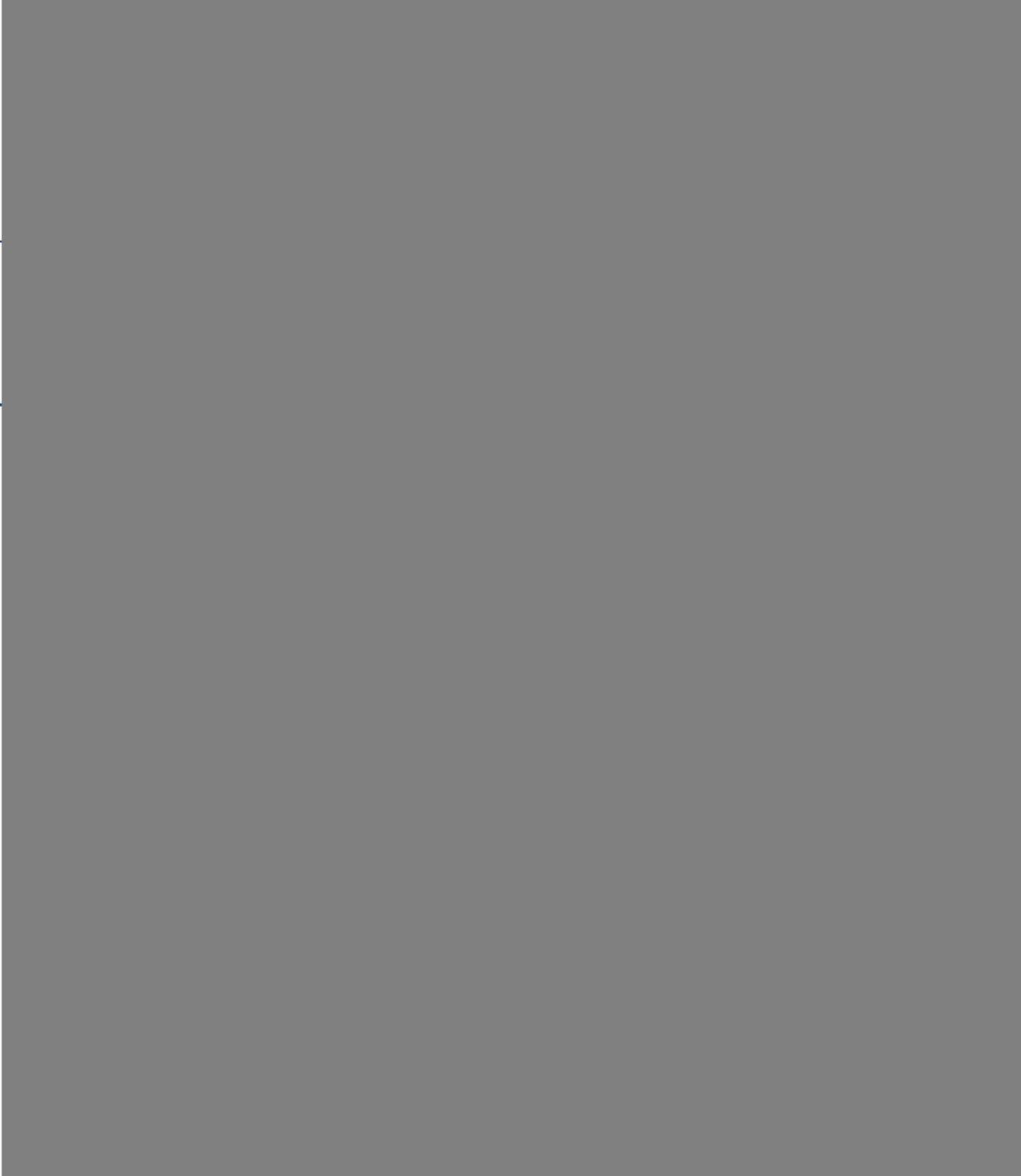






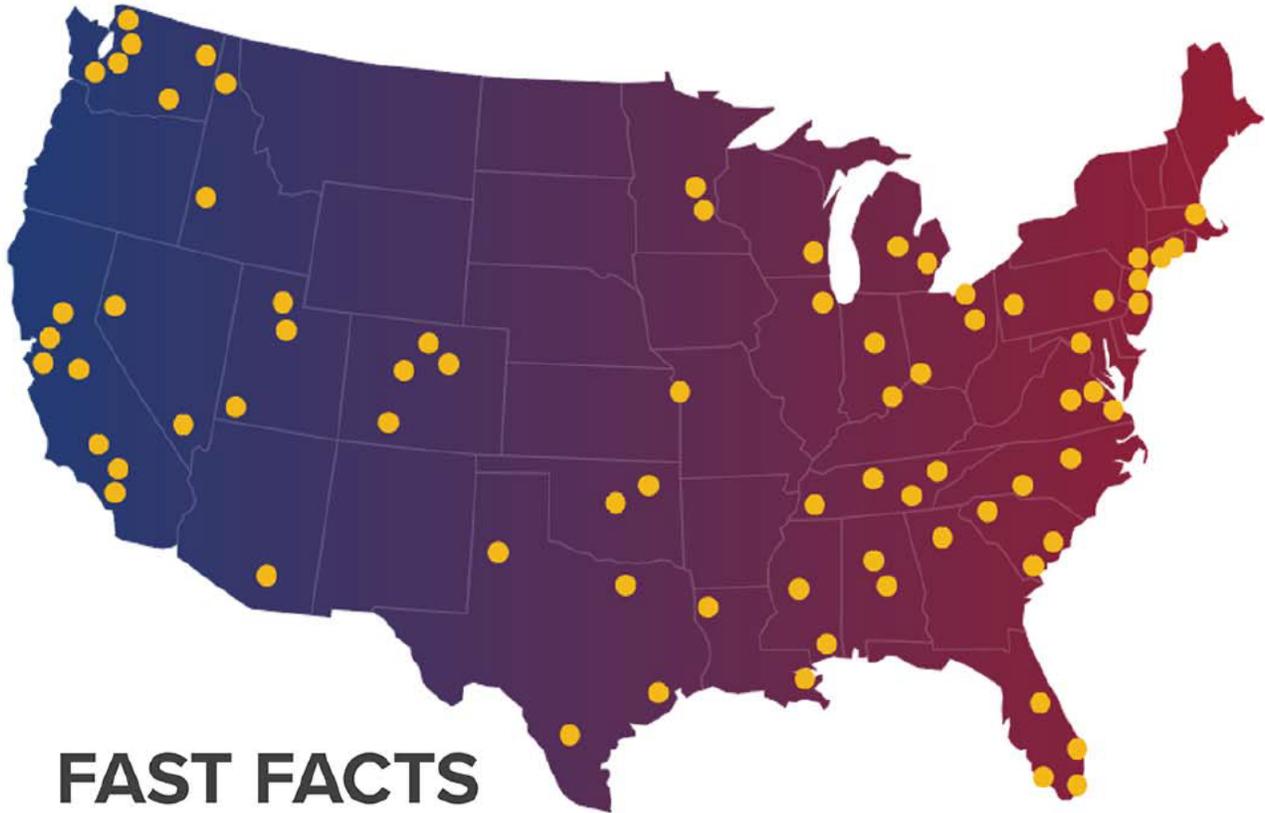








Valbridge
PROPERTY ADVISORS



FAST FACTS

COMPANY INFORMATION

- Valbridge is the largest independent national real estate valuation and advisory services firm in North America.
 - Total number of MAI-designated appraisers (200+ on staff)
 - Total number of office locations (70+ across U.S.)
 - Total number of staff (675+ strong)
- Valbridge covers the entire U.S. from coast to coast.
- Valbridge services all property types, including special-purpose properties and residential.
- Valbridge provides independent valuation services. We are not owned by a brokerage firm or investment company.
- Every Valbridge office is led by a senior managing director who holds the MAI designation of the Appraisal Institute.
- Valbridge is owned by our local office leaders.
- Valbridge welcomes single-property assignments as well as portfolio, multi-market and other bulk-property engagements.

Valbridge Property Advisors, Inc.
2240 Venetian Court • Naples, FL 34109 • Phone: (888) 981-2029
www.valbridge.com





Valbridge

PROPERTY ADVISORS

ALABAMA

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334.277.5077

200 Cahaba Park Circle
Suite 213
Birmingham, AL 35242
205.440.2998

ARIZONA

6061 E. Grant Road
Suite 121
Tucson, AZ 85712
520.321.0000

CALIFORNIA

4915 Calloway Drive
Suite 101
Bakersfield, CA 93312
661.587.1010

1370 N. Brea Boulevard
Suite 255
Fullerton, CA 92835
714.449.0852

2813 Coffee Road
Suite E-2
Modesto, CA 95355
209.569.0450

99 S. Lake Avenue
Suite 21
Pasadena, CA 91101
626.744.0428

3090 Fite Circle
Suite 202
Sacramento, CA 95827
916.361.2509

55 South Market Street
Suite 1210
San Jose, CA 95113
408.279.1520

3160 Crow Canyon Place
Suite 245
San Ramon, CA 94583
925.327.1660

COLORADO

7445 E. Peakview Avenue
Centennial, CO 80111
303.443.9600

5345 Arapahoe Avenue
Suite 7
Boulder, CO 80303
303.443.9600

23272 Two Rivers Road
Unit 101
Basalt, CO 81621
970.340.1016

1099 Main Avenue
Suite 311
Durango, CO 81301
970.340.1016

CONNECTICUT

15 Concord Street
Glastonbury, CT 06033
860.246.4606

17 Covewood Drive
Norwalk, CT 06853
203.286.6520

FLORIDA

2240 Venetian Court
Naples, FL 34109
239.514.4646

301 Almeria Avenue,
Suite 350
Coral Gables, FL 33134
305.639.8029

603 Hillcrest Street
Orlando, FL 32803
407.839.3626

2711 Poinsettia Avenue
West Palm Beach, FL 33407
561.633.5331

GEORGIA

2675 Paces Ferry Road
Suite 145
Atlanta, GA 30339
678.644.4853

IDAHO

1459 Tyrell Lane
Suite B
Boise, ID 83706
208.336.1097

1875 N. Lakewood Drive
Suite 100
Coeur d'Alene, ID 83814
208.292.2965

ILLINOIS

566 W. Lake Street
Suite 240
Chicago, IL 60661
312.288.8687

INDIANA

820 Fort Wayne Avenue
Indianapolis, IN 46204
317.687.2747

KANSAS

10990 Quivira Road
Suite 100
Overland Park, KS 66210
913.451.1451

KENTUCKY

9000 Wessex Place
Suite 306
Louisville, KY 40222
502.585.3651

LOUISIANA

2030 Dickory Avenue
Suite 200
New Orleans, LA 70123
504.541.5100

MARYLAND

11100 Dovedale Court
Marriottsville, MD 21104
443.333.5522

MASSACHUSETTS

260 Bear Hill Road
Suite 106
Waltham MA 02451
781.790.5645

MICHIGAN

1420 Washington Blvd.
Suite 301
Detroit, MI 48226
313.986.3313.

2127 University Park Drive
Suite 390
Okemos, MI 48864
517.336.0001

MINNESOTA

222 South 9th Street
Suite 825
Minneapolis, MN 55402
612.253.0650

275 East 4th Street,
Suite 325
St. Paul, MN 55101
651.983.2406

MISSISSIPPI

1010 Ford Street
Gulfport, MS 39507
228.604.1900

737 Highway 51
Suite 1C
Madison, MS 39110
601.853.0736

MISSOURI

10990 Quivira Road
Suite 100
Overland Park, KS 66210
913.451.1451

NEVADA

3034 S. Durango Drive
Suite 100
Las Vegas, NV 89117
702.242.9369

6490 S McCarran Blvd
#51
Reno, NV 89509
775.204.4100

NEW JERSEY

2740 Route 10 West, Suite 204
Morris Plains, NJ 07950
973.970.9333

3500 Route 9 South, Suite 202
Howell, NJ 07731
732.807.3113

NEW YORK

424 West 33rd Street
Suite 630
New York, NY 10001
212.268.1113

NORTH CAROLINA

412 E. Chatham Street
Cary, NC 27511
919.859.2666

5950 Fairview Road, Suite 405
Charlotte, NC 28210
704.376.5400

OHIO

1655 W. Market Street
Suite 130
Akron, OH 44313
330.899.9900

8291 Beechmont Ave.,
Suite B
Cincinnati, OH 45255
513.785.0820

1422 Euclid Avenue
Suite 616
Cleveland, OH 44115
216.367.9690

OKLAHOMA

5909 NW Expressway
Suite 104
Oklahoma City, OK 73132
405.603.1553

6666 South Sheridan Road
Suite 104
Tulsa, OK 74133
918.712.9992

PENNSYLVANIA

150 S. Warner Road
Suite 440
King of Prussia, PA 19406
215.545.1900

4701 Baptist Road
Suite 304
Pittsburgh, PA 15227
412.881.6080

SOUTH CAROLINA

11 Cleveland Court
Greenville, SC 29607
864.233.6277

920 Bay Street
Suite 26
Beaufort, SC 29902
843.342.2302

1250 Fairmont Avenue
Mt. Pleasant, SC 29464
843.881.1266

TENNESSEE

5205 Maryland Way
Suite 300
Brentwood, TN 37027
615.369.0670

701 Broad Street
Suite 209
Chattanooga, TN 37402
423.285.8435

213 Fox Road
Knoxville, TN 37922
865.522.2424

756 Ridge Lake Blvd
Suite 225
Memphis, TN 38120
901.753.6977

TEXAS

High Point Center
12225 Greenville Avenue
Suite 490
Dallas, TX 75243
214.446.1611

TEXAS (cont'd)

974 Campbell Road
Suite 204
Houston, TX 77024
713.467.5858

2731 81st Street
Lubbock, TX 79423
806.744.1183

9901 IH-10 West
Suite 1035
San Antonio, TX 78230
210.227.6229

UTAH

260 South 2500 West
Suite 301
Pleasant Grove, UT 84062
801.492.9328

1100 East 6600 South
Suite 201
Salt Lake City, UT 84121
801.262.3388

20 North Main
Suite 304
St. George, UT 84770
435.773.6300

VIRGINIA

656 Independence Parkway
Suite 220
Chesapeake, VA 23320
757.410.1222

4914 Fitzhugh Avenue
Suite 102
Richmond, VA 23230
757.345.0010

5107 Center Street
Unit 2B
Williamsburg, VA 23188
757.345.0010

WASHINGTON

18728 Bothell Way, NE
Suite B
Bothell, WA 98011
425.450.0040

2927 Colby Avenue
Suite 100
Everett, WA 98201
425.258.2611

419 Berkeley Avenue
Suite A
Fircrest, WA 98466
253.274.0099

8378 W. Grandridge Boulevard
Suite 110-D
Kennewick, WA 99336
509.221.1540

506 Second Avenue
Suite 1001
Seattle, WA 98104
206.209.3016

324 N. Mullan Road
Spokane Valley, WA 99206
509.747.0999

WISCONSIN

12660 W. North Avenue
Brookfield, WI 53005
262.782.7990

CORPORATE OFFICE

2240 Venetian Court
Naples, FL 34109

239-325-8234 phone
239-325-8356 fax

valbridge.com

Spring 2019

Each Valbridge office is independently owned and operated.
KY2020-00297 2JA 000002

Request

9. Explain how Bluegrass Water defines and applies the Massachusetts Formula.
-

Response

Bluegrass Water defines the Massachusetts formula as being the ratio of direct labor, capital investment and gross revenue of each affiliate to total direct labor, capital investment and gross revenue. Its affiliate, CSWR, LLC, uses the Massachusetts formula to allocate indirect general and administrative costs to its subsidiaries. The component factors used in the Massachusetts formula correspond to the significant drivers of general and administrative expense at CSWR, LLC. For example, a higher level of capital investment would require more time and higher expense to perform the necessary accounting procedures to track those fixed assets. Logically, this should result in a proportionately higher ratio of shared cost allocation.

Request

10. State whether Bluegrass Water considered the rights and obligations it would have to provide utility service currently provided by the Delaplain Disposal Company when determining how much it was willing to pay for the assets of that company.
-

Response

Yes, Bluegrass Water did consider the rights and obligations under which it would have to provide utility service that is currently provided by Delaplain when it determined how much it was willing to pay for the assets of Delaplain.

Request

11. For each of the transferring utilities, provide every contract with an operator and every invoice from an operator for the last for years.
-

Response

Delaplain Disposal Company: Delaplain has had two operator contracts in effect during the past four years. Please see the following attachments:

- Professional Wastewater Services Contract 1 at KY2020-00297 2JA 000003
- Professional Wastewater Services Contract 2 at KY2020-00297 2JA 000004
- Invoices at KY2020-00297 2JA 000005

Herrington Haven Wastewater Company: Herrington Haven does not have any contracts with an operator or related invoices to attach. Instead, the owner (C. Price) operates the system without any contract. He is paid on a monthly basis and no invoices are issued.

Springcrest Sewer Company: Springcrest does not have any contracts with an operator or related invoices to attach. Instead, the owner (C. Price) operates the system without any contract. He is paid on a monthly basis and no invoices are issued.

Woodland Acres Utilities: Woodland Acres does not have any contracts with an operator or related invoices to attach. Instead, Woodland Acres operates under a verbal agreement with Joe Sanders, a licensed wastewater treatment operator. Mr. Sanders is paid on a monthly basis and no invoices are issued.

RECEIVED
JAN 23 2016

BY:.....

OPERATION AND MAINTENANCE AGREEMENT FOR DELAPLAIN DISPOSAL COMPANY WASTEWATER TREATMENT FACILITY

This **OPERATION AND MAINTENANCE AGREEMENT** (the "Agreement"), dated January 1, 2017, between the Delaplain Disposal Company whose address is P.O. Box 4382 Lexington, KY 40544-4382 (the "Owner"), and Professional Wastewater Services, LLC (the "Operator"), whose address is 238 Westover Road, Frankfort, KY 40601.

Recitals

WHEREAS, Delaplain Disposal Company is the owner of the sanitary sewer collection, transmission and treatment systems, this being the Delaplain WWTP, including the respective sanitary collection and transmission systems and the respective wastewater treatment plant, all being designed to receive and treat the sanitary sewage of the properties served, respectively, by the sanitary sewer systems and which are located on the Owners property (the "Facilities"); and

WHEREAS, the Owner desires to engage the Operator to operate and maintain the Facilities on behalf of the Owner, and the Operator desires to accept such engagement; and

WHEREAS, the Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

Standard Services

1.1 Operation and Maintenance. The Operator will provide all routine operations and maintenance of the Owner's Facilities on a 7 day per week basis within the System Capabilities of the Facilities as specified in the original plans for the system. Routine operation and maintenance shall include all activities necessary to satisfy the requirements imposed on the Owner by the existing NPDES Discharge Permits currently applicable to the Facilities and described further in Sections 1.2 through 1.9.

1.2 Routine Operations and Preventive Maintenance Services. The Operator will perform routine and/or repetitive activities required to operate the Facilities and to maximize the service life of the equipment and Facilities. These services include the Operator's personnel, vehicle costs, and basic tools. In general, these services are to be provided on a daily basis to

include those in the Best Management Practices (the "BMP"). These services include but are not limited to:

Grease equipment bearings, change belts on equipment, clean pump station floats, change air filters, check electric loads on equipment, amp draws and pump flow, non-emergency line locates, ordering required chemicals and supplies, scheduling sludge hauling, sampler hose change, pumping down wet wells,

1.3 Corrective Maintenance Services. The Owner shall contract with others for specialized mechanical, electrical, and other specialized maintenance services and in doing so assumes responsibility for the replacement parts, materials, and associated component costs. The Operator will identify the need for corrective maintenance during its routine operation and either perform the corrective maintenance as needed or flag the item for attention by a third party electrical or mechanical contractor. The Operator shall consult with and obtain approval from the Owner on any single maintenance expenditure expected to exceed \$250.00; provided, however, that the Owner Liaison may approve maintenance or other expenditures exceeding \$250.00, without other Owner approval, if in reasonable judgment of the Owner Liaison such expenditures are necessary to prevent or alleviate an emergency situation. Otherwise, the Operator shall have the authority to charge lesser items to the maintenance budget as necessary and appropriate to maintain the system. The Operator will coordinate with the owner to schedule the contractor and will advise owner when the work has been satisfactorily completed. Corrective maintenance services include but are not limited to replacement of motors, line blockages, pulling and unclogging pumps, changing pump station floats, emptying out wet wells.

1.4 Emergency Callout Services. The Operator shall provide personnel to respond to emergency callouts from power outages, storm response, and alarm callouts on a 24/7 basis. Emergency callout services may be provided at any time.

1.5 Laboratory Services. The Owner will be responsible for contracting with a state certified laboratory for the collection of all system and groundwater samples in accordance with the frequency and parameter requirements of the Discharge Permit.

1.6 Staffing. The Operator will provide employees of the Operator for the staffing of the Facilities both for routine operations and on an emergency callout basis. The operator shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.

1.7 Liaisons. The Operator's primary liaison regarding decisions and other matters related to the operation of the Facilities shall be with the Owner Liaison. If requested, or necessary, the Operator will also communicate with Owner's Engineer. The Operator shall serve as the Owner's liaison to regulatory agencies in matters related to the operation of the Facilities.

1.8 Regulatory Compliance. Subject to the limitations of the System Capabilities, the Operator shall operate the Facilities in compliance with current state and federal regulatory requirements and the Discharge Permit.

1.9 Reports and Records. The Operator will prepare and sign, as appropriate, all reports required by state and federal regulatory agencies, and will maintain other records deemed useful by the Operator and Owner to monitor and control the operation of the Facilities. The Operator will cooperate with the Owner in providing records and reports in the format deemed by the Owner to be most suitable to its needs, and to include all pertinent information held by the Operator. The Operator shall prepare and timely submit to the Owner weekly activity reports including a summary of routine preventative maintenance, corrective maintenance, and emergency callouts. The Operator shall also, annually, compile a general summary of significant events, including monthly reports, alarm callouts with the answering service log, maintenance cost reports, results of any tests, and any other concerns or situations affecting the Facilities.

ARTICLE 2

Responsibilities of the Operator

2.1 Non-Routine Services. Additional services, including the cost of labor, parts and subcontractors, not considered routine under this Agreement or required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond the Operator's control (collectively, "Non-Routine Services"), are not included in the Standard Services as defined in Article 1. The Operator will assist the Owner in obtaining or providing, or the Operator will obtain and provide, any such services so required, and the Operator will be paid for such Non-Routine Services in accordance with Section 4.4. If such services are provided by subcontractors or other third parties, the contractors or other third parties shall bill the same directly to the Owner, except as to incidental or minor purchases.

2.2 Performance of Duties and Obligations. The operator shall perform the services and duties under this Agreement in accordance with the standard of care and diligence normally provided by other professionals providing similar services.

2.3 Insurance Coverage. The Operator will provide and maintain at all times during the term of this Agreement the following minimum coverage:

- (a) Workers Compensation Insurance in compliance with the statutes of the State of Kentucky with a limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000);
- (b) General Liability Insurance of ONE MILLION DOLLARS (\$1,000,000);
- (c) Excess Liability Insurance of ONE MILLION DOLLARS (\$1,000,000);
- (d) Automobile Liability Insurance of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);

The operator will furnish the Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect, and shall update

such certificates within thirty (30) days of any change on the policies and coverage such that the Owner shall file a copy of current and effective certificates in the Owner's office on an ongoing basis. Such policies shall provide that no less than thirty (30) days advance notice of the cancellation, termination, or material alteration shall be sent directly to the Operator and the Owner.

2.4 Proprietary Rights. All facility records, data, software, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain the property of the Owner. All operating procedure guidelines, preventive maintenance programs, and plat evaluation reports shall, upon termination of this Agreement, remain the property of the Owner.

2.5 The Operator's Equipment. Any temporary or portable equipment which is provided by the Operator during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of the Operator upon termination of this Agreement. Any temporary or portable equipment that is part of the Facilities or, which is purchased with the Owner's funds, shall remain property of the Owner upon termination of this Agreement. The Operator shall not make any capital replacements of the Facilities or any component thereof without the prior written approval of the Owner.

2.6 Responsibility for Testing and Monitoring. It shall be the responsibility of the Operator to coordinate with a Third Party State Certified Lab of the Owners choice to ensure proper collection of Influent and Effluent samples for the purpose of required testing. The Operator shall provide field testing for the facility by a State Certified Lab (Fouser Environmental).

2.7 Services. The operator shall submit invoices for services hereunder on a monthly basis, following the end of each preceding month.

2.8 Licenses. The Operator shall maintain the appropriate licenses in accordance with regulations mandated by the State.

Article 3

Responsibilities of the Owner

3.1 Basic Owner Responsibilities. As a part of this Agreement, the Owner agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by the Operator, including without limitation, the following:

(a) The Owner shall obtain and maintain in full force and effect all warranties, easements, permits, licenses, and other approvals and consents necessary to operate and maintain the Facilities as owner of the Facilities and components parts thereof.

(b) The Owner shall be responsible for prompt payment of the Operator for any and all services rendered. Any billing adjustments shall be credited to the next billing cycle, and shall not be the basis for delay or withholding of payment.

(c) The Owner shall be responsible for expenditures for all capitol and/or replacement, corrective maintenance, and for all repairs and replacement of the Facility assets.

(d) The Owner shall enforce all property ordinances, including those pertaining to user pretreatment standards and provide for the billing and collection of all user fees and rates pertaining to the Facilities.

(e) The Owner shall, at all times, provide access to the Facilities for the Operator, its agents, and employees.

(f) The Owner shall provide security at the Facilities including keyed alike locks or other mechanisms to secure the Facilities.

(g) The Owner shall pay for utility service for automatic alarm systems, in addition to the Operator's standard services if approved for use by the owner.

(h) The Owner shall provide the Operator the use of all existing equipment owned by the Owner necessary for the operation and maintenance of the Facilities.

(i) The Owner shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property caused other than by acts, errors or omissions of the Operator.

(j) The Owner shall be responsible for all fines and penalties imposed for process upsets, violation of discharge limits, and violation of Discharge Permits attributable to the operation and maintenance for the Facilities together with the related costs and expenses, except as caused by the acts, errors or omissions of the Operator.

(k) The Owner shall designate a person (Owner Liaison) to act as liaison with the Operator in connection with the performance of services by the Operator under this Agreement.

(l) The Owner shall be responsible for all claims, damages and liability resulting for the backup of wastewater in the collection system except as caused by the acts, errors or omissions of the Operator.

(m) The Owner shall contract with a third party to assist the maintaining and repairing of sewers, cleanouts, outfalls, and other appurtenances not constituting the Facilities.

(n) The owner shall be responsible for the selection and payment of a state certified laboratory.

ARTICLE 4

Compensation

4.1 Routine Operations and Preventative Maintenance Services. As compensation for Services, as outlined in Section 1.2, the Owner shall pay the Operator a flat rate of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) per month.

4.2 Corrective Maintenance Services. As compensation for Services as outlined in Section 1.3, the Owner shall pay the Operator on a Time and Materials base rate of \$50.00 per man-hour for maintenance services.

4.3 Emergency Callout Services. As compensation for Services as outlined in Section 1.4, the Owner shall pay the Operator on a Time and Materials base rate of \$50.00 per man-hour for callout services.

4.4 Locating Services. All normal locating services for 811 shall be included in the Routine Operations and Preventive Maintenance Services. Emergency Locates will be billed on a Time and Materials base rate of \$50.00 per man-hour for Emergency Locates

4.5 Non-Routine Services. Cost for Non-Routine Services provided by the Operator pursuant to Section 2.1 shall be paid by the Owner to the Operator separately on a Time and Materials basis. Time shall be billed within accordance with the Operator's standard published rates at the times services are rendered, or by lump sum, or by project specific quote.

Article 5

Term of Agreement

5.1 Term. This Agreement shall remain in full force and effect for 12 months from the Effective Date and is subject to all of the terms hereof. Not less than three months prior to the expiration of 12 months after the Effective Date, the Operator may present a proposal to the Owner to extend or renew this Agreement, for the Owner's consideration, in the Owner's sole discretion.

Article 6

Termination

6.1 Termination by the Owner. This Agreement may be terminated upon 30 days written notice given by the Owner to the Operator for default by the Operator. In the event of a default by the Operator, this Agreement shall not be terminated if the Operator fully cures the default within such 30 day period.

6.2 Termination by the Operator. This Agreement may be terminated upon 30 days written notice given by the Operator to the Owner for default by the Owner. In the event of default by the Owner, this Agreement shall not be terminated if the Owner fully cures the default within such 30 day period.

6.3 Termination Without Cause. This Agreement may be terminated by either the Operator or the Owner for any reason by giving 90 days written notice to the other party.

Article 7

Miscellaneous

7.1 Assignment. This Agreement may not be assigned by either party hereto except with the written consent of the other party.

7.2 Previous Agreements. This contract shall be the only agreement between the parties for the services described herein, and this agreement shall supersede and replace any previous agreements for similar services.

7.3 Entire Agreement. This Agreement represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties.

7.4 Notices. Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to the Operator, Attention: Kenneth Hogsten, and to the Owner, Attention: Marie Jacobs , Owner Liaison at the address set forth for each in the opening paragraph of this Agreement.

7.5 Claims and Rights. No waiver, discharge, or renunciation of any claim or right of the Operator arising out of breach of this Agreement by the Owner shall be effective unless in writing signed by the Operator and supported by separate consideration.

7.6 Captions. The captions or headings of the various articles and sections of the Agreement are for convenience only and they shall be ignored in interpreting the Agreement.

7.7 Governing Law. This Agreement shall be deemed to have been made in Scott County, Kentucky, and shall be governed by, and construed in accordance with, the laws of the State of Kentucky.

7.8 Third Party Liability. Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Owner and the Operator.

7.9 Disputes. With respect to any dispute arising under this Agreement, the parties shall have all rights and remedies available by law, including but not limited to the submission of a dispute to arbitration if both parties agree to do so and agree to be bound by the decision of the arbitrator.

7.10 Authority to Contract. Each party warrants and represents that it has authority to enter into this Agreement.

7.11 Modifications. This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that is intended to modify or amend this Agreement.

IN WITNESS WHEREOF, the Owner, by it duly authorized representative, and the Operator, by its duly authorized officer, has executed this Agreement as of the date and year first above written.

WITNESSES:

Marie Jackson

OWNER

BY: Dono Ray 1/3/17
(NAME) (DATE)

ITS: CEO
(TITLE)

WITNESSES:

[Signature]

OPERATOR

BY: Kenny Hogsten 1/17/17
(NAME) (DATE)

ITS: Owner
(TITLE)

OPERATION AND MAINTENANCE AGREEMENT FOR DELAPLAIN DISPOSAL COMPANY WASTEWATER TREATMENT FACILITY

This OPERATION AND MAINTENANCE AGREEMENT (the "Agreement"), effective February 1, 2019, between the Delaplain Disposal Company whose address is P.O. Box 4382 Lexington, KY 40544-4382 (the "Owner"), and Matthew Chancellor DBA "Arivan's Environmental LLC" (the "Operator"), whose address is 213 Lakeshore Dr Georgetown KY 40324.

Recitals

WHEREAS, Delaplain Disposal Company is the owner of the sanitary sewer collection, transmission and treatment systems, this being the Delaplain WWTP, including the respective sanitary collection and transmission systems and the respective wastewater treatment plant, all being designed to receive and treat the sanitary sewage of the properties served, respectively, by the sanitary sewer systems and which are located on the Owners property (the "Facilities"); and

WHEREAS, the Owner desires to engage the Operator to operate and maintain the Facilities on behalf of the Owner, and the Operator desires to accept such engagement; and

WHEREAS, the Owner is authorized by law to enter into this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, the parties agree as follows:

ARTICLE 1

Standard Services

1.1 Operation and Maintenance. The Operator will provide all routine operations and maintenance of the Owner's Facilities on a 7 day per week basis within the System Capabilities of the Facilities as specified in the original plans for the system. Routine operation and maintenance shall include all activities necessary to satisfy the requirements imposed on the Owner by the existing NPDES Discharge Permits currently applicable to the Facilities and described further in Sections 1.2 through 1.9 in addition to those requirements imposed by the PSC or other regulatory agencies.

1.2 Routine Operations and Preventive Maintenance Services. The Operator will perform routine and/or repetitive activities required to operate the Facilities and to maximize the service life of the equipment and Facilities. These services include the Operator's personnel,

vehicle costs, and basic tools. These services are to be provided on a daily basis to include those in the Best Management Practices (the "BMP"), and as outlined below. Operator will inspect the plant and all pump stations daily in compliance with DOW and PSC requirements as well as keeping the sites neat and orderly and facilities clean.

Specific duties to include but not limited to:

Grease equipment bearings, change belts on equipment, clean pump station floats, change air filters, check electric loads on equipment, amp draws and pump flow, spraying plant equipment to clean, ordering required chemicals and supplies, scheduling sludge hauling, obtaining commercial customer water meter readings as required, sampler hose changes, pumping down wet wells, checking commercial customer grease traps at least quarterly and staffing site visits from DOW and PSC officials.

1.3 Corrective Maintenance Services. The Owner shall contract with others for specialized mechanical, electrical, and other specialized corrective services and in doing so assumes responsibility for the replacement parts, materials, and associated component costs. The Operator will identify the need for corrective maintenance during its routine operation and coordinate with the owner to schedule a third party electrical or mechanical contractor. The Operator will advise owner immediately after the work has been satisfactorily completed. Corrective maintenance services include but are not limited to replacement of motors, line blockages, pulling and unclogging pumps, changing pump station floats, emptying out wet wells.

1.4 Emergency Callout Services. The Operator shall provide personnel to respond to emergency callouts from power outages, storm response, and alarm callouts on a 24/7 basis. Emergency callout services may be provided at any time.

1.5 Laboratory Services. The Owner will be responsible for contracting with a state certified laboratory for the collection of all system and groundwater samples in accordance with the frequency and parameter requirements of the Discharge Permit.

1.6 Staffing. The Operator will provide employees of the Operator for the staffing of the Facilities both for routine operations and on an emergency callout basis. The operator shall be deemed to be an independent contractor for purposes of applicable wage, fringe benefit, and worker compensation laws.

1.7 Liaisons. The Operator's primary liaison regarding decisions and other matters related to the operation of the Facilities shall be with the Owner Liaison. If requested, or necessary, the Operator will also communicate with Owner's Engineer. The Operator shall serve as the Owner's liaison to regulatory agencies in matters related to the operation of the Facilities.

1.8 Regulatory Compliance. Subject to the limitations of the System Capabilities, the Operator shall operate the Facilities in compliance with current state and federal regulatory requirements and the Discharge Permit.

1.9 Reports and Records. The Operator will prepare and sign, and submit to Owner and KDOW in a timely manner as appropriate, all reports required by state and federal regulatory

agencies, and will maintain other records deemed useful by the Operator and Owner to monitor and control the operation of the Facilities. The Operator will cooperate with the Owner in providing records and reports in the format deemed by the Owner to be most suitable to its needs, and to include all pertinent information held by the Operator. Reports documenting the daily checks of the pump stations and plant as required by the PSC will be maintained by the Operator at the plant. The Operator shall prepare and timely submit to the Owner a weekly activity reports including a brief summary of activity with non-standard activity highlighted. A signed detail record of hours spent that week on Delaplain Disposal activities should accompany the weekly report.

ARTICLE 2

Other Responsibilities of the Operator

2.1 Non-Routine Services. Additional services, including the cost of labor, parts and subcontractors outside the capabilities and or available resources of the operator; not considered routine under this Agreement or required as a result of flood, fire, Act of God or other force majeure, civil disturbance, or other event or circumstance beyond the Operator's control (collectively, "Non-Routine Services"), are not included in the Standard Services as defined in Article 1. The Operator will assist the Owner in obtaining any such services so required. The services provided by subcontractors or other third parties, shall bill their services directly to the Owner.

2.2 Performance of Duties and Obligations. The operator shall perform the services and duties under this Agreement in accordance with the standard of care and diligence normally provided by other professionals providing similar services. The Operator shall notify the Owner immediately of any spills, accidents or other critical issues that may arise.

2.3 Insurance Coverage. The Operator will provide and maintain at all times during the term of this Agreement the following minimum coverage:

- (a) Workers Compensation Insurance in compliance with the statutes of the State of Kentucky with a limit of ONE HUNDRED THOUSAND DOLLARS (\$100,000);
- (b) General Liability Insurance of ONE MILLION DOLLARS (\$1,000,000);
- (c) Excess Liability Insurance of ONE MILLION DOLLARS (\$1,000,000);
- (d) Automobile Liability Insurance of FIVE HUNDRED THOUSAND DOLLARS (\$500,000);

The operator will furnish the Owner with Certificates of Insurance as evidence that policies providing the required coverage and limits are in full force and effect, and shall update such certificates within thirty (30) days of any change on the policies and coverage such that the Owner shall have on file a copy of current and effective certificates in the Owner's office on

an ongoing basis. Such policies shall provide that no less than thirty (30) days advance notice of the cancellation, termination, or material alteration shall be sent directly to the Operator and the Owner.

2.4 Proprietary Rights. All facility records, data, software, and information, including, but not limited to, operation reports, laboratory data, and budgetary and financial information shall remain the property of the Owner. All operating procedure guidelines, preventive maintenance programs, and plant evaluation reports shall, upon termination of this Agreement, remain the property of the Owner.

2.5 The Operator's Equipment. Any temporary or portable equipment which is provided by the Operator during the term of this Agreement and which is not deemed part of the Facilities shall remain the property of the Operator upon termination of this Agreement. Any temporary or portable equipment that is part of the Facilities or, which is purchased with the Owner's funds, shall remain the property of the Owner upon termination of this Agreement. The Operator shall not make any capital replacements of the Facilities or any component thereof without the prior written approval of the Owner.

2.6 Responsibility for Testing and Monitoring. It shall be the responsibility of the Operator to coordinate with a Third Party State Certified Lab of the Owners choice to ensure proper collection of Influent and Effluent samples for the purpose of required testing. The Operator shall provide field testing for the facility by a State Certified Lab (Fouser Environmental).

2.7 Services. The operator shall submit invoices for services hereunder on a monthly basis, following the end of each preceding month.

2.8 Licenses. The Operator shall maintain the appropriate licenses in accordance with regulations mandated by the State.

Article 3

Responsibilities of the Owner

3.1 Basic Owner Responsibilities. As a part of this Agreement, the Owner agrees to perform all functions and retain all responsibilities and obligations related to the Facilities not expressly assumed herein by the Operator, including without limitation, the following:

(a) The Owner shall obtain and maintain in full force and effect all warranties, easements, permits, licenses, and other approvals and consents necessary to operate and maintain the Facilities as owner of the Facilities and components parts thereof.

(b) The Owner shall be responsible for prompt payment of the Operator for any and all services rendered. Any billing adjustments shall be credited to the next billing cycle, and shall not be the basis for delay or withholding of payment.

(c) The Owner shall be responsible for expenditures for all capitol and/or replacement, corrective maintenance, and for all repairs and replacement of the Facility assets.

(d) The Owner shall enforce all property ordinances, including those pertaining to user pretreatment standards and provide for the billing and collection of all user fees and rates pertaining to the Facilities.

(e) The Owner shall, at all times, provide access to the Facilities for the Operator, its agents, and employees.

(f) The Owner shall provide security at the Facilities including keyed alike locks or other mechanisms to secure the Facilities.

(g) The Owner shall provide the Operator the use of all existing equipment owned by the Owner necessary for the operation and maintenance of the Facilities.

(h) The Owner shall be responsible for damage and liability to the Facilities or components thereof caused by flood, fire, Acts of God or other force majeure, civil disturbance, Acts of War, terrorism or misuse of property caused other than by acts, errors or omissions of the Operator.

(i) The Owner shall be responsible for all fines and penalties imposed for process upsets, violation of discharge limits, and violation of Discharge Permits attributable to the operation and maintenance for the Facilities together with the related costs and expenses, except as caused by the acts, errors or omissions of the Operator.

(j) The Owner shall designate a person (Owner Liaison) to act as liaison with the Operator in connection with the performance of services by the Operator under this Agreement.

(k) The Owner shall be responsible for all claims, damages and liability resulting for the backup of wastewater in the collection system except as caused by the acts, errors or omissions of the Operator.

(l) The Owner shall be responsible for the selection and payment of a state certified laboratory.

ARTICLE 4

Compensation

4.1 Routine Operations and Preventative Maintenance Services. As compensation for Services, as outlined in Section 1.2, the Owner shall pay the Operator a flat rate of \$3,400 per month.

4.2 Emergency Callout Services. The flat rate includes all compensation to the operator for emergency call out services with the exception of third party support contractors that may be

~~required to address an issue and would be separately billed directly to the owner. As compensation for Services as outlined in Section 1.4, the Owner shall pay the Operator on a Time and Materials base rate of \$50.00 per man-hour for callout services.~~

4.3 Locating Services. It is anticipated that all routine and emergency line locates will be handled by ~~the operator, a third party. But in the event the owner requests the operator to perform the task the rate of \$40 per man-hour will be paid on a time and materials basis.~~ The Operator will be required to provide date stamped photographs documenting the line markings.

4.4 Non-Routine Services. It is anticipated ~~significant~~ Non-Routine Services will be provided by a third party, ~~but all non-routine services that the operator would be reasonably capability of performing will be part of the flat monthly rate. but in the event the Owner requests and the Operator agree~~ Any materials needed to perform the non-routine services would be included on the monthly invoice with a copy of the ticket attached. ~~es to perform specifically authorized non-routine services the Operator shall be paid by th~~ Non-routine material purchases in excess of \$250 would need advance owner approval prior to purchase. ~~e Owner on a time and material basis at \$40 per hour plus documented materials.~~

Article 5

Term of Agreement

5.1 There will be an initial 90 day trial period during which the owner may cancel the contract without a required notice period. This Agreement shall then remain in full force and effect for the remainder of the 12 months from the Effective Date and is subject to all of the terms hereof. Following the initial year this contract shall automatically renew each year with all stated terms and provisions unless written notice of modification is received by the Owner or Operator 90 days prior to contract end. If the modification is not accepted by both parties the contract will terminate at the end of that contract year.

Article 6

Termination

6.1 Termination during Trial period. This agreement may be terminated immediately at any time during the 90-day trial period upon the provision of written notice by the Owner to the Operator.

6.2 Termination by the Owner. Subsequent to the trial period this Agreement may be terminated upon 15-days written notice given by the Owner to the Operator for default by the Operator. If the Operator cures the default within the 15-day period to the Owners satisfaction the agreement will not terminate.

6.3 Termination by the Operator. This Agreement may be terminated upon 15 days written notice given by the Operator to the Owner for default by the Owner. In the event of default by the Owner, this Agreement shall not be terminated if the Owner fully cures the default within such 15 day period.

6.4 Termination Without Cause. This Agreement may be terminated by either the Operator or the Owner for any reason by giving 90 days written notice to the other party.

Article 7

Miscellaneous

- 7.1 Assignment.** This Agreement may not be assigned by either party hereto except with the written consent of the other party.
- 7.2 Previous Agreements.** This contract shall be the only agreement between the parties for the services described herein, and this agreement shall supersede and replace any previous agreements for similar services.
- 7.3 Entire Agreement.** This Agreement represents the entire agreement of the parties and may only be modified or amended in writing signed by both parties.
- 7.4 Notices.** Written notices required to be given under this Agreement shall be deemed given when mailed by first class mail to the Operator, Attention: Matthew Chancellor, and to the Owner, Attention: Marie Jacobs, Owner Liaison at the address set forth for each in the opening paragraph of this Agreement.
- 7.5 Claims and Rights.** No waiver, discharge, or renunciation of any claim or right of the Operator arising out of breach of this Agreement by the Owner shall be effective unless in writing signed by the Operator and supported by separate consideration.
- 7.6 Captions.** The captions or headings of the various articles and sections of the Agreement are for convenience only and they shall be ignored in interpreting the Agreement.
- 7.7 Governing Law.** This Agreement shall be deemed to have been made in Fayette County, Kentucky, and shall be governed by, and construed in accordance with, the laws of the State of Kentucky.
- 7.8 Third Party Liability.** Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than the Owner and the Operator.
- 7.9 Disputes.** With respect to any dispute arising under this Agreement, the parties shall have all rights and remedies available by law, including but not limited to the submission of a dispute to arbitration if both parties agree to do so and agree to be bound by the decision of the arbitrator.
- 7.10 Authority to Contract.** Each party warrants and represents that it has authority to enter into this Agreement.
- 7.11 Modifications.** This Agreement may not be modified or amended except in writing, signed by both parties and which expressly states that is intended to modify or amend this Agreement.

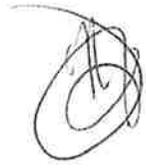
Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE

Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs

Date	Invoice #
1/31/2017	188
Due Date	Upon Receipt



Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
1/1/2017	Monthly Operations of Delaplain WWTP for the month of January 2017	1	\$3,500.00	\$3,500.00
Total				3,500.00

Kenny Hogsten

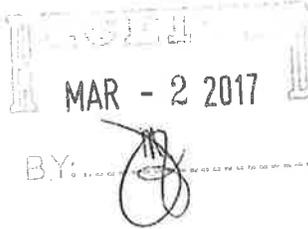
Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE

Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs



Date	Invoice #
3/1/2017	192
Due Date	
Upon Receipt	

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
2/1/2017	Monthly Operations of Delaplain WWTP for the month of February 2017	1	\$3,500.00	\$3,500.00
Total				3,500.00

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE



Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs

Date	Invoice #
4/1/2017	203
Due Date	
Upon Receipt	

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
3/1/2017	Monthly Operations of Delaplain WWTP for the month of March 2017	1	\$3,500.00	\$3,500.00
3/11/2017	Replace pump at Moon Lake PS #2	1	\$125.00	\$125.00
3/11/2017	Labor to Replace Pump & Startup	4	\$50.00	\$200.00
3/24/2017	Thermometers for Plant Samplers	2	\$90.00	\$180.00
3/30/2017	Aquabac XT Midge Fly Control	1	\$426.82	\$426.82
3/30/2017	N.O. 50' floats for pump stations	3	\$102.95	\$308.85
Total				4,740.67

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE

Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs

Date	Invoice #
5/1/2017	206
Due Date	
Upon Receipt	

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
4/1/2017	Monthly Operations of Delaplain WWTP for the month of April 2017	1	\$3,500.00	\$3,500.00
Total				3,500.00

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE



Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs

Date	Invoice #
6/1/2017	210
Due Date	
Upon Receipt	

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
5/1/2017	Monthly Operations of Delaplain WWTP for the month of May 2017	1	\$3,500.00	\$3,500.00
Total				3,500.00

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370 - 7656
 prowastewaterservices@gmail.com

INVOICE



Company
Delaplain Disposal Company 249 West Yusen Dr. Georgetown, KY 40324 (859) 223 - 0425 Attn: Marie Jacobs

Date	Invoice #
7/1/2017	215
	Due Date
	Upon Receipt

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
5/1/2017	Monthly Operations of Delaplain WWTP for the month of June 2017	1	\$3,500.00	\$3,500.00
6/9/2017	Replacement Decant Pump at the Plant	1	\$747.86	\$747.86
6/9/2017	Replacement Time for Decant Pump	1	\$26.65	\$26.65
6/28/2017	Purchase and replace the meter pit lid at 106 New Forest Ct.	1	\$74.54	\$75.54
6/28/2017	Industrial Pump Station - Waiting on KU to get the station back up and running	3	\$50.00	\$150.00
6/30/2017	Purchase and Replace the meter pit lid at 105 New Forest Ct. with 2 extra lids.	1	\$137.45	\$137.45
Total				4,637.50

Cog

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services, LLC

238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
prowastewaterservices@gmail.com

INVOICE

Company
Delaplain Disposal Company
49 West Yusen Dr.
Georgetown, KY 40324
(859) 223-0425
Attn: Marie Jacobs

Date	Invoice #
8/1/17	219
	Due Date
	Upon Receipt

Project
Monthly Operations

Date	Activity	Quantity	Rate	Amount
7/1/17	Monthly Operations of Delaplain WWTP for the month of July 2017	1	\$3,500.00	\$3,500.00
7/20/17	AquabacXt for Midge Flies	1	\$410.40	\$410.40
Total				3,910.40

Kenny Hogsten

Kenny Hogsten
 Professional Wastewater Services, LLC

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



INVOICE 1003

DATE 09/04/2017 **TERMS** Net 30

DUE DATE 10/04/2017

BILL TO

Delaplain Disposal Company
249 West Yusen Dr.
Georgetown, KY 40324
ATTN: Marie Jacobs

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations August 2017	1	3,500.00	3,500.00
Grease	5	10.50	52.50
AquabacXt	1	410.40	410.40

Thank you for your business.

TOTAL DUE **\$3,962.90**

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO
Delaplain Disposal Company

INVOICE 1017

DATE 09/21/2017 **TERMS** Net 30

DUE DATE 10/21/2017

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for September 2017	1	3,500.00	3,500.00

TOTAL DUE **\$3,500.00**

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastwaterservices@gmail.com



BILL TO
Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

INVOICE 1037

DATE 12/04/2017 **TERMS** Due on receipt

DUE DATE 12/04/2017

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Operations for the month of November 2017	1	3,500.00	3,500.00

TOTAL DUE \$3,500.00

Sign in



Professional Wastewater Services

Invoice

Invoice 1023
 Due date December 1, 2017
 Invoice total \$3,600.00
[View details \(PDF\)](#)



Balance due

\$3,600.00

Contact Professional Wastewater Services if you're not sure how to pay this invoice.

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Professional Wastewater Services
 238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
 prowastewaterservices@gmail.com



BILL TO
 Marie Jacobs
 Delaplain Disposal Company
 249 W. Yusen Dr.
 Georgetown, KY 40601 Scott

INVOICE 1060

DATE 02/02/2018 **TERMS** Due on receipt

DUE DATE 02/02/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for January 2018	1	3,500.00	3,500.00
Pump Replacement Pull and replace surge tank pump. Check motor rotation, pump direction and amp draw.	6	50.00	300.00
Heater New Heater for chemical shed.	1	109.70	109.70

TOTAL DUE

\$3,909.70

*Chemical Deposit
 Porenntag inv BMS802652
 Professional Wastewater inv 1050*

- 800

3109.70

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO
Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

(Handwritten signature)

INVOICE 1075

DATE 03/02/2018 **TERMS** Due on receipt

DUE DATE 03/02/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations <i>Feb</i> Monthly operations for January 2018	1	3,500.00	3,500.00

TOTAL DUE **\$3,500.00**

Professional Wastewater Services
 238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
 prowastwaterservices@gmail.com



BILL TO
 Marie Jacobs
 Delaplain Disposal Company
 249 W. Yusen Dr.
 Georgetown, KY 40601 Scott

INVOICE 1078

DATE 03/19/2018 **TERMS** Due on receipt

DUE DATE 03/19/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for March 2018	1	3,500.00	3,500.00
Rifton Meadows Pump Station Call out for high level at Rifton Meadows Pump Station	2	50.00	100.00
Plant Tour Show to plant to potential buyers.	4	50.00	200.00
Late Fee	1	175.00	175.00
TOTAL DUE			\$3,975.00

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO
Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

INVOICE 1103

DATE 05/02/2018 **TERMS** Due on receipt

DUE DATE 05/02/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Operations for April 2018	1	3,500.00	3,500.00
Misc. Items for Plant New Sample jugs, Sampler tubing and	1	254.75	254.75

TOTAL DUE **\$3,754.75**



Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO
Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

INVOICE 1106

DATE 06/03/2018 **TERMS** Due on receipt

DUE DATE 06/03/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for May 2018	1	3,500.00	3,500.00
Travel to Ohio Plant Consulting at the Flying J plant in Lebanon, OH	1.50	50.00	75.00
Mileage to Ohio Plant Mileage to the plant at Flying J in Lebanon, OH	232	0.545	126.44

TOTAL DUE

\$3,701.44

Professional Wastewater Services
 238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
 prowastewaterservices@gmail.com



BILL TO
 Marie Jacobs
 Delaplain Disposal Company
 249 W. Yusen Dr.
 Georgetown, KY 40601 Scott

INVOICE 1126

DATE 07/09/2018 **TERMS** Due on receipt

DUE DATE 07/09/2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for June 2018.	1	3,500.00	3,500.00
Blower Belts Belts for Surge Tank Blower.	1	41.57	41.57
Labor Replace Blower Belts	1	50.00	50.00
Respirator New Respirator for the plant.	1	179.80	179.80

TOTAL DUE \$3,771.37

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



INVOICE 1140

DATE 07/30/2018 **TERMS** Due on receipt

DUE DATE 07/30/2018

BILL TO

Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for June 2018.	1	3,500.00	3,500.00

*July
per email
Jim
D. Kennedy*

TOTAL DUE **\$3,500.00**

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO

Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

INVOICE 1156

DATE ~~07/01/2017~~ **TERMS** Due on receipt

DUE DATE ~~07/01/2017~~

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for August 2018.	1	3,500.00	3,500.00

Sept.

TOTAL DUE \$3,500.00

Professional Wastewater Services
 238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
 prowastewaterservices@gmail.com



INVOICE 1166

DATE 11/04/2018 **TERMS** Due on receipt

DUE DATE 11/04/2018

BILL TO

Marie Jacobs
 Delaplain Disposal Company
 249 W. Yusen Dr.
 Georgetown, KY 40601 Scott

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for October 2018.	1	3,500.00	3,500.00 pd
Pump Repair Emergency Pump Repair for Industrial Pump Station #2.	1	6,037.50	6,037.50 pd
Industrial Pump Station #2 Work on the Industrial Pump Station #2, Taking pump to Louisville for emergency repair.	10	50.00	500.00 - ok
Parts Floats and two switches for pump station panel	1	444.40	444.40
Heater Heater for the plant	1	51.15	51.15 pd

Hand repair - bpc pay direct
Hand repair - bpc pay direct
Hand repair - bpc pay direct

OK - per/DDR 12/17/18

who is waiting for who late of time

TOTAL DUE \$10,533.05

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



BILL TO

Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

INVOICE 1177

DATE 12.03.2018 **TERMS** Due on receipt

DUE DATE 12.03.2018

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Monthly Operations for November 2018.	1	3,500.00	3,500.00
PSC Inspection Met with PSC Inspector and went over plant operations and inspected all of the pump stations.	3	50.00	150.00

TOTAL DUE \$3,650.00

Professional Wastewater Services
238 Westover Road
Frankfort, KY 40601
(502) 370-7656
prowastewaterservices@gmail.com



INVOICE 1191

DATE 01/02/2019 **TERMS** Due on receipt

DUE DATE 01/02/2019

BILL TO

Marie Jacobs
Delaplain Disposal Company
249 W. Yusen Dr.
Georgetown, KY 40601 Scott

ACTIVITY	QTY	RATE	AMOUNT
Delaplain Monthly Operations Operations for December 2018.	1	3,500.00	3,500.00

TOTAL DUE \$3,500.00

Professional Wastewater Services
 238 Westover Road
 Frankfort, KY 40601
 (502) 370-7656
 prowastewaterservices@gmail.com



[Handwritten signature]

INVOICE 1201

DATE 02/02/2019 **TERMS** Due on receipt

DUE DATE 02/02/2019

BILL TO
 Marie Jacobs
 Delaplain Disposal Company
 249 W. Yusen Dr.
 Georgetown, KY 40601 Scott

ACTIVITY	QTY	RATE	AMOUNT
DELAPLAIN MONTHLY OPERATIONS Operations for January 2019	1	3,500.00	3,500.00
FLOATS Floats for Industrial Pump Station #2	1	394.52	394.52
PANEL REPLACEMENT New pull box panel for Industrial Pump Station #2	1	201.13	201.13

343.06
174.90

This will be the last invoice from us. The copies of the invoices are below. A 15% charge is added to each invoice for all items purchased.

TOTAL DUE \$4,095.65

Can not pay as not in contract to pay markup

4017.96

2-Mar-19

Delaplain Disposal Company WWTP

March Water Meter Readings:

Plant: 668791

Aichi:

CT Fill: 13627066

Bypass: 10936

Drain: 2623986

Public Works: 282740

Month: February

Year: 2019

Monthly contract labor for service performed for the month of February 2019: \$3,400

Reimbursements for the month of February 2019: \$118.57

Receipts accompany this invoice for all reimbursements

Total Due: **\$3,518.57**

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you



Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225

1-Apr-19

Delaplain Disposal Company WWTP

April Water Meter Readings:

Plant: 740400

Aichi:

CT Fill: 14058535

Bypass: 10936

Drain: 2687684

Public Works: 282853

Month: March

Year: 2019

Monthly contract labor for service performed for the month of March 2019: \$3,400

Reimbursements for the month of March 2019: \$0.00

Receipts accompany this invoice for all reimbursements

Total Due: \$3,400.00

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225



2-May-19

Delaplain Disposal Company WWTP

May Water Meter Readings:

Plant: 812605

Aichi:

CT Fill: 14692461

Bypass: 10936

Drain: 2829964

Public Works: 282938

Month: April

Year: 2019



Monthly contract labor for service performed for the month of April 2019: \$3,400

Reimbursements for the month of April 2019: \$0.00

Receipts accompany this invoice for all reimbursements

Total Due: **\$3,400.00**

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225

4-Jun-19

Delaplain Disposal Company WWTP

June Water Meter Readings:

Plant: 885216

Aichi:

CT Fill: 15463219

Bypass: 10936

Drain: 2995922

Public Works: 283032

Month: May

Year: 2019

Monthly contract labor for service performed for the month of May 2019: \$3,400

Reimbursements for the month of May 2019: \$113.79

Receipts accompany this invoice for all reimbursements

Total Due: \$3,513.79

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

RECEIVED
JUN 4 2019
BY:

Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225

1-Jul-19

Delaplain Disposal Company WWTP

July Water Meter Readings:

Plant: 960642

Aichi:

CT Fill: 16227103

Bypass: 10936

Drain: 3156711

Public Works: 283101

Month: June

Year: 2019



Monthly contract labor for service performed for the month of June 2019:

\$3,400

Reimbursements for the month of June 2019:

\$0.00

Receipts accompany this invoice for all reimbursements

Total Due: \$3,400.00

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
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Georgetown KY 40324
8593270225

1-Aug-19

Delaplain Disposal Company WWTP

August Water Meter Readings:

Plant: 35073

Aichi:

CT Fill: 16912692

Bypass: 10966

Drain: 3282469

Public Works: 283242

Month: July

Year: 2019

Monthly contract labor for service performed for the month of July 2019:

\$3,400

Reimbursements for the month of July 2019:

\$0.00

Receipts accompany this invoice for all reimbursements

Total Due: \$3,400.00

Invoice due upon receipt with check made payable to: Arivan's Environmental LLC

Thank you



Matthew Chancellor
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Georgetown KY 40324
8593270225

2-Sep-19

Delaplain Disposal Company WWTP

September Water Meter Readings:

Plant: 103246

Aichi:

CT Fill: 17843052

Bypass: 10966

Drain: 3490746

Public Works: 283314

Month: August

Year: 2019



Monthly contract labor for service performed for the month of August 2019: \$3,400

Reimbursements for the month of August 2019: \$0.00

Receipts accompany this invoice for all reimbursements

Total Due: **\$3,400.00**

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
Owner
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Georgetown KY 40324
8593270225

1-Oct-19

Delaplain Disposal Company WWTP

October Water Meter Readings:

Piant: 178928

Aichi:

CT Fill: 18909270

Bypass: 11364

Drain: 3762716

Public Works: 283467

Month: September

Year: 2019



Monthly contract labor for service performed for the month of September 2019: \$3,400

Reimbursements for the month of September 2019: \$27.96

Receipts accompany this invoice for all reimbursements

Total Due: \$3,427.96

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

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Georgetown KY 40324
8593270225

Delaplain Disposal Company WWTP

3-Nov-19

Water Meter Readings:

252018

CT Fill: 119745782

Bypass: 11364

Drain: 4020517

283516

October

2019

Monthly contract labor for service performed for the month of October 2019: \$3,400

Reimbursements for the month of October 2019: \$44.77

Receipts accompany this invoice for all reimbursements

Total Due: \$3,444.77

invoice due upon receipt with check made payable to: Arivan's Environmental LLC

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Matthew Chancellor
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213 Lakeshore Dr
Georgetown KY 40324
8593270225



3-Dec-19

Delaplain Disposal Company WWTP

December Water Meter Readings:

Plant: 323242

Aichi:

CT Fill: 20329516

Bypass: 11364

Drain: 4219670

Public Works: 283553



Month: November

Year: 2019

Monthly contract labor for service performed for the month of November 2019: \$3,400

Reimbursements for the month of November 2019: \$50.00

Receipts accompany this invoice for all reimbursements

Total Due: **\$3,450.00**

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225

20
3-Jan-19

Delaplain Disposal Company WWTP

January Water Meter Readings:

Plant: 390966

Aichi:

CT Fill: 20658817

Bypass: 11364

Drain: 4274630

Public Works: 283593

Month: December

Year: 2019

Monthly contract labor for service performed for the month of December 2019: \$3,400

Reimbursements for the month of December 2019:

Receipts accompany this invoice for all reimbursements

Total Due: \$3,400.00

Invoice due upon receipt with check made payable to: **Arivan's Environmental LLC**

Thank you

Matthew Chancellor
Owner
Arivan's Environmental
213 Lakeshore Dr
Georgetown KY 40324
8593270225