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COMMISSION

March 10, 2021

To: Jeb E. Pinney (PSC)

cc: Linda Bridwell (PSC)
Kathy Gillum (PSC)
Graves County Attorney John Cunningham
State Representative Richard Heath
Graves County Judge Executive Jesse Perry
State Attorney General Daniel Cameron
David Samford – Attorney at Law
J. Todd Elmore – Attorney at Law
et alia

**An update on matters involving our Randview Lagoon – Case #2020-00290 :
(formerly #2020-00028).**

1). Our lagoon participants have received their monthly bill statements from Bluegrass Water UOC, LLC within the past few days. My spouse and I have checked with a number of our fellow members, and I believe we can now safely say that Mr. Josiah Cox, chairman of Bluegrass Water, has now corrected his company's error in double billing us for the month of December, 2020 (we had already paid for December to the "previous owner")..... We members have been directed (by the KY PSC) to temporarily pay the amount of \$25./month to Bluegrass for services, until the PSC determines the rate to be established.

However.....

2) Several questions regarding the sale of our Randview lagoon, its legality, and surrounding issues continue to be raised among our lagoon participants. Many of these have already been brought to your attention in previous correspondence, and remain, for the most part, unresolved.

Recently, additional points of concern have been raised by more of our members. The first basically involves the PSC's continued efforts to maintain "confidentiality" on its website regarding the overall price that was paid to purchase our lagoon by Bluegrass Water, and the engineering information which has been withheld. Members have been inquiring about source documents that reveal that the amount of purchase was \$20,000 (dollars)..... and NOT the \$10,000 (dollars) that was recorded on the deed of purchase at the Graves County Clerks Office. (The SALE CLOSED NOVEMBER 19, 2020 !)

----- We don't know if this practice is commonplace..... that a company reports what they paid an individual as a different amount from what is recorded on the actual deed as the amount paid..... Is this additional \$10,000 (dollars) supposed to represent the "complete amount" paid to the previous owner (Tom Waldrop)?

...and is this additional amount \$10,000 (dollars) representing the "other compensation" which both parties agreed upon (that may or may not be taxable) ? Our members ask, what was the "other compensation", if not money ?

..... Could the PSC possibly shed some light on this subject for us West Kentucky (Randview) lagoon members ? Why is there a difference of recording ?.... what Bluegrass Water reports to the PSC as amount paid AND what figure is recorded on the deed at the Graves County Clerks Office at the time of purchase and recording ? ----- I'm sure it would be a great help in explaining things to many who are upset. Could this be nothing more than a clerical error ?....if so, many here feel it should be corrected.

Another point of contention for our members was noted in the PSC's records regarding the lack of citation of our Randview Septic Corporation's bylaws. Members noted that the PSC referenced other lagoons rules, but made no mention of our bylaws. Why is it that the PSC does not make that notation? Is it because our former owner (or Bluegrass Water) would not provide you with a copy of those bylaws and articles of incorporation ? Please request a copy of them. My wife and I will gladly supply the PSC a copy, if necessary. Our corporation exists. We must acknowledge that our former owner did, however, break the rules of the Commonwealth of Kentucky.....causing the Secretary of State to technically dissolve the Corporation in 2017 for failure to pay the annual fee (I believe \$15/year), but it was reinstated by him in 2019 (the year a sale was being considered, with Bluegrass Water UOC, LLC). Our bylaws exist.....at least some of us think they do.

Lastly, the main contention remains to be the active participation of the PSC to reward an individual who was in violation of his company's agreement (bylaws and effluent agreement), as well as violation of laws of the State (words of Josiah Cox, CEO of Bluegrass Water), to PROFIT from the sale of the Randview lagoon.

A FOR-PROFIT Missouri Company buying a NOT FOR PROFIT KY State Company.....known to be violating the law.... The PSC Approves the Sale, and does NOT INVESTIGATE OR INSPECT before that approval.

I'm sorry, for many of us citizens here, it doesn't seem to be the right thing to do. (But HEY, this is just Western Kentucky.... Right ?).

Our continued regards,

Kevin B. Krill
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