

GREENUP COUNTY FISCAL COURT

ORDINANCE 05-2012

Relating to the establishment of the Greenup Joint Sewer Agency and charging same with ownership, operation and management of designated wastewater facilities and the determination of cost based rates for wastewater treatment services

INDEX

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	Agreement	3
	Establishment of Operation & Maintenance Rates	4
	Establishment of Wastewater Treatment Rates	7
2	Agency, Effective Date, Duration, and Administrator of Agreement	10
3	Creation, Organization and Powers of Agency	10
4	Funding; Budget; Procurement; Open Meetings/Records; Audit; Reporting	13
5	Termination of Agreement; Disposition of Property	14
6	Grants, Loans, Bonds and Other Financing Obligations Not General Obligations or Indebtedness of Parties; No Personal Liability	14
7	Execution in Counterparts	15
8	Addresses and Places of Business of Parties	15
9	Amendment	15
	Approval of Counsel	15
	Signature Pages	16 -20
	Certificate of Filing	21
	Exhibit A: Facilities Inventory & Map	22
	Exhibit B: Draft Articles of Incorporation	23

WITNESS:

WHEREAS, the members of the Greenup County Fiscal Court (Greenup County), the city council of the City of Greenup (Greenup), the city commission of the City of Wurtland (Wurtland), and the board of directors of the Greenup Wastewater District (District), a sanitation district, have determined that the interests of their respective constituents are best served by joint and cooperative action to provide cost effective, high quality wastewater service to improve health conditions, protect the natural environment and enhance the economic competitiveness of the region; and,

WHEREAS, Wurtland owns and operates a wastewater collection system together with a wastewater treatment plant with sufficient capacity to serve regionally, will retain these facilities and the existing wholesale and retail customers thereof and, pursuant to this Ordinance, authorizes the establishment and commits to be a member entity of a joint sewer agency that will deliver wastewater from other member entities to Wurtland for treatment and further authorizes the agency to devise a cost-based method and equitable procedure for determining wholesale rates for both operation and maintenance (herein abbreviated to "o&m") wastewater delivery facilities to be owned by the agency as well as for treatment services to be provided by Wurtland, as set out herein; and,

WHEREAS, Greenup owns and operates a wastewater collection system and a wastewater treatment plant and will retain its collection system and the customers thereof and will no longer treat sanitary wastewater at its wastewater treatment plant, but rather, pursuant to this Ordinance, authorizes the establishment and commits to be a member entity of a joint sewer agency that will own and operate major pumping stations and force mains sufficient to transport Greenup's and the District's wastewater to Wurtland for treatment, and further authorizes the agency to establish a cost-based method and equitable procedure for determining wholesale rates for both the o&m of wastewater delivery facilities of the agency as well as for treatment services to be provided by Wurtland, as set out herein;

WHEREAS, the District, is a sanitation district and will initially own and operate a wastewater collection system to serve the Lloyd area of Greenup County and, pursuant to this Ordinance, authorizes the establishment and commits to be a member entity of a joint sewer agency that will own and operate major pumping stations and force mains sufficient to transport the District's and Greenup's wastewater to Wurtland for treatment, and further authorizes the Agency to establish a cost-based method and equitable procedure for determining wholesale rates for both the o&m of wastewater delivery facilities provided by the agency as well as for treatment services to be provided by Wurtland, as set out herein; and

WHEREAS, the Greenup County Judge/Executive and Fiscal Court seek to work cooperatively with the City of Wurtland, the City of Greenup, the Greenup Wastewater District and the other cities and districts in Greenup County to assure that there is sufficient wastewater collection and treatment facilities so as assure the protection of water quality and not restrict reasonable growth and development in Greenup County;

NOW, THEREFORE, in consideration of the premises, conditions, mutual promises and covenants contained herein, be it ordained by the Greenup County Fiscal Court and agreed as follows:

ARTICLE I

Agreement

Greenup County, Wurtland, Greenup, and the District, each as a Party to this Agreement, declares and agrees that the above recitals constitute a true and accurate statement of findings and each expresses its intent to enter this Agreement for and in the interest and long term benefit of its citizens and customers of its respective wastewater system. Further, each Party to this Agreement acknowledges and agrees as follows:

A. Pursuant to KRS 76.232, the Parties are authorized to create and establish a joint sewer agency for the purpose of purchasing, owning and operating regional wastewater facilities and appurtenances; and in accord with KRS 58.180 the Parties are allowed to develop public projects; and KRS 273 allows the establishment of a corporate entity that constitutes a "governmental agency" pursuant to KRS 224A. Consequently, by approval of this Ordinance the County authorizes the creation of an instrumentality with legal capacity to own and operate wastewater pumping and gravity and force mains capable of accommodating the current and future wastewater needs of Greenup and the District, as well as to serve other area residents, who, at a future date, may be included in the service area of the agency. Additionally, the agency to be established shall have the authority to plan for, construct and charge o&m fees for wastewater pumping and gravity and force mains capable of conveying wastewater to the Wurtland treatment plant.

B. The Parties, in accordance with these statutory authorities, now enter into such an Agreement providing for the creation and establishment of the Greenup Joint Sewer Agency, Inc." ("Agency"). As a cooperative undertaking, the sole purposes of the Agency shall be limited to ownership, planning, development, improvement, acquisition, financing, construction, operation and management of any and all components associated with wastewater pumping, gravity and force mains and to serve as a cooperative instrumentality to devise equitable wholesale rates for o&m of facilities as well as for wastewater treatment.

C. In approving this Agreement, those Parties with wastewater collection systems agree to convey wastewater via facilities owned by the Agency to the Wurtland wastewater treatment plant that meets Wurtland's established influent standards and permit limits, to be set out in a contract between the respective Party and Wurtland. The Parties acknowledge that any and all costs incurred by the Wurtland treatment plant as a result of an injection of unqualified wastewater, intentional or unintentional, shall be the responsibility of and charged to that Party to which the injection is attributable. Such cost may include but is not limited to expenses incurred that are associated with repair of damaged equipment, waste removal, alternative treatment, fines for permit violations or other related expense.

D. It is further agreed among the Parties that:

1. The Agency shall be incorporated as a non-profit corporation in the Commonwealth of Kentucky in accord with KRS 273 immediately upon approval of this Agreement by the Parties by filing articles of incorporation with the Office of the Kentucky Secretary of State.
2. Wurtland shall continue to own and operate its wastewater treatment plant, accept and treat the sanitary waste from Greenup and the District, in accord with a separate

contract with each. Further, Wurtland agrees, as a member entity of the Agency, to participate in and comply with the cost-based rate determination process set out herein, and to charge the rates so established for its treatment services to be provided to the Parties pursuant to this Ordinance and Agreement contained therein.

3. Greenup shall continue to own, operate and maintain its wastewater collection system, and shall deliver the wastewater collected exclusively to the Agency's designated pumping station(s) specifically dedicated to Greenup. Greenup agrees to secure, in its name, electrical service for the pumping station dedicated to its use and to remit payment for such service as billed by the electric utility. Greenup agrees, as a member of the Agency, to participate in and comply with the cost-based rate determination process and implementation procedure, for both pumping and collection system o&m as well as for treatment services, as set out herein.
4. The District shall develop, own, operate and maintain its wastewater collection system and deliver the wastewater collected exclusively to the Agency's designated pumping station(s) specifically dedicated to the use of the District. The District agrees to secure, in its name, electrical service for the pumping station dedicated to its use and to remit payment for such service as billed by the electric utility. The District agrees, as a member of the Agency, to participate in and comply with the cost-based rate determination process and implementation procedure for both pumping and collection system o&m as well as for treatment services, set out herein.

E. Establishment of Operation & Maintenance Rates

As regards determination of rates for o&m of pumping and major collection facilities, it is the intent of the Parties to assure that rates are based on actual costs of providing the o&m of the facilities set out in this Agreement. Consequently, as a condition of approval of this Ordinance, the following procedure shall guide the o&m rate-making process:

1. The initial rate and any future rate to be charged by the Agency to Greenup and to the District for o&m of pumping station(s) and line(s), shall include a) 100% of o&m cost associated with those facilities specifically dedicated to Greenup and to the District, respectively, as well as b) a percentage of the o&m cost of any shared facilities, based on a prorated metered usage of each Party, respectively. Rates shall be levied per 1,000 gallons of metered service to each Party and be charged monthly, by invoice showing distinct amounts for dedicated and shared facilities costs, metered amounts of flow and total dollar amount to be remitted.
2. The Agency, in collaboration with an additional advisory representative from each Party to this Agreement, shall devise an initial o&m rate for both Greenup and the District respectively, based on the verified, historical cost information obtained from neighboring wastewater utilities having comparable facilities. The initial rate shall be \$.02945 per 1,000 gallons of service. On February 1 of 2014, the Agency shall submit to Greenup and the District an "o&m cost report", identifying itemized costs incurred over the January 2013-December 2013 period, including other appropriate cost documentation together with an o&m rate stated in a dollar amount per 1000 gallons for service to be provided for the period July 1, 2014 through June 30, 2015.

The Agency shall submit an "o&m cost report" with supporting documentation and a treatment rate on February 1 each year thereafter Greenup and the District to become effective for the subsequent July-June period. The elements of the study shall generally conform to industry standards and the proposed rate shall be sufficient to cover the costs of:

- a. routine o&m costs, including chemicals, supplies, repair materials and labor, equipment, contracted operations, testing costs, and other similar, documented costs.
 - b. In addition and only with prior specific concurrence of an affected Party, the rate may also include a capital amount per 1000 gallons of service for future replacement of dedicated or shared equipment and facilities, which amount shall be deposited in a separate, restricted, interested bearing escrow account in the name of the affected Party and the aggregate amount in the account shall not exceed \$10,000 to be generated over a 78 month period. Funds in the respective account shall be held in reserve to allow for emergency replacement of pump(s), equipment and controls, repair of major lines and other documented costs as such costs are incurred; expenditures shall be recommended by the Agency and approved by the affected Party; as funds in this account are depleted, replacement funds shall be generated in the same manner, but so as not to exceed the stated amount.
 - c. timely retirement of any outstanding debt obligations secured by the Agency with the prior concurrence of the affected Party, relating to future collection facilities necessary to properly serve an affected Party.
3. There shall be no charges for cost of material replacement or equipment repair or cost of related labor included in o&m charges levied against either Greenup or the District during the first year of operation of the Agency's facilities associated with each entity, respectively, due to the construction warranty.
 4. The Agency shall submit the rate as established above to the affected Party(s) to this Agreement in writing. If the affected Party(s) accept the Agency's initial rate or any future o&m rate, it shall state its concurrence in writing to the Agency and the rate shall go into effect after 90 days from the date of its proposal.
 5. If the affected Party(s) reject the Agency's proposed initial rate or any future o&m rate, it shall state the reasons for rejection in writing to the Agency and the Agency shall proceed immediately with an independent Cost of Service Study, at the expense of the Agency, as follows:
 - a. Each of the Parties to this Agreement shall be invited to provide a representative to serve with the members of the Agency's board of directors on a Selection Committee to secure an independent accounting firm or individual accountant qualified in utility rate determination, to be procured pursuant to applicable sections of KRS 45A.

- b. The firm or qualified accountant selected shall be directed by the Agency to confer independently with the Judge/Executive, the respective Mayors and the chair of the District, as well as the wastewater collection system managers of Greenup, the District and Wurtland regarding current operational experience and related costs of their wastewater collection facilities; and to confer with knowledgeable others, such as consulting engineers, as directed by the respective Mayors and the chair of the District; and to confer with the Kentucky Division of Water regarding regulatory compliance issues, if any.
- c. The firm or qualified accountant shall be directed by the Agency to conduct a cost of service analysis on all facilities related to the o&m of both the dedicated and shared wastewater collection and pumping facilities and provide a comprehensive report with an executive summary to include a specific, recommended dollar amount to be charged by the Agency to the affected Party sufficient to cover, at minimum, the costs of those elements set out in Section E,2 above.
- d. The cost of service study and report shall be completed within 60 days from the date of award, and copies directed to the affected Party(s) immediately. The report shall include a standard method or formulary whereby the Agency may conduct periodic financial analyses of current costs internally, based on sound accounting policy, with consideration of inflation indices and other equitable methods of determining equitable service rates.
- e. If the rate established by the cost of service study varies less than 10% from the rate established by the Agency, the affected Party(s) agree to accept the Agency's rate and the rate shall be effective after 90 days from the date the study was provided to the affected Party(s).
- f. If the rate established by the cost of service study varies 10% or more from the rate established by the Agency, any affected Party may reject the rate established in the study and the rejecting Party(s) may immediately commission a second cost of service study, at its/their expense, to include the cost elements set out in E.2, above. The study shall be completed within 60 days. If the rate established by the second study varies less than 10% from the Agency's originally proposed rate, the affected Party(s) agree to accept the Agency's originally proposed rate and the rate shall go into effect 90 days from the date of acceptance of the cost of service study. If the rate established in the second study varies more than 10% from the Agency's originally proposed rate, the two firms that conducted the previous cost studies shall be directed immediately by the Agency to jointly select a third firm which shall conduct a cost of service study. The rate established by the third study shall be final and all affected Parties shall be bound by that rate, which rate shall go into effect after 90 days. The expense of the third study shall be borne equally by the Agency and the affected Party(s).

F. Establishment of Wastewater Treatment Rates

As regards determination or modification of the wholesale rates for wastewater treatment services to be provided by Wurtland, it is the intent of the Parties to this Agreement that actual cost of providing treatment services subject of this Agreement shall guide the rate making process. Consequently, it is agreed by the Parties to this Agreement and a condition of approval of this Ordinance that the following procedure shall be used and the resulting rate amount for service shall be charged by Wurtland and payment for same be made by Greenup and the District to Wurtland:

1. Wurtland may charge the respective Parties to this Agreement an initial rate for treatment service of \$3.18 per 1000 gallons, based on a cost of service study completed November 16, 2011, a copy of which is provided to all Parties to this Agreement. The rate shall be charged based on metered flow at the dedicated and shared pump station(s) of each Party, effective from the present until June 30, 2013.
2. Wurtland may charge an additional 3% or, \$3.27 per 1000 gallons effective July 1, 2013 through June 30, 2014.
3. On February 1 of 2014, Wurtland shall submit to the Agency a "treatment cost report", identifying itemized costs incurred over the January 2013-December 2013 period, including other appropriate cost documentation together with a treatment rate stated in a dollar amount per 1000 gallons for service to be provided for the period July 1, 2014 through June 30, 2015. Wurtland shall submit a similar "treatment cost report" with supporting documentation and a proposed treatment rate on February 1 of each year thereafter, wherein the treatment rate becomes effective for the subsequent July-June period.

Each "treatment cost report" shall generally conform to industry standards and include but not be limited to the following itemized costs of Wurtland's treatment operations related to the services to be provided in accord with this Agreement, together with documentation verifying same: a) an appropriate, itemized share of the routine o&m costs, including electricity, chemicals, supplies, repair materials and equipment, contracted operations and testing costs, and other similar costs; and b) costs that relate solely to special treatment services, if any, provided to Greenup, the District, or to the Agency, conditioned upon prior written authorization for such services by Greenup, the District or the Agency.

4. Only those Parties to this Agreement owning a wastewater collection system, namely, Greenup, the District and Wurtland shall be authorized to vote in matters relating to acceptance or rejection of treatment service rates.
5. The effective rate period shall be July 1 through June 30 each year. Affected Party(s) shall vote to accept or reject a rate established by Wurtland, not later than April 1st each year; if accepted, the rate shall go into effect 90 days thereafter on July 1.
6. If an affected Party(s) rejects the rate established by Wurtland, the reasons for rejection shall be set out in writing to Wurtland and to the Agency. The Agency, at its

expense, shall proceed immediately with an independent Cost of Service Study, as follows:

- a. Each of the Parties to this Agreement shall be invited to provide a representative to serve with the members of the Agency's board of directors on a Selection Committee to secure an independent accounting firm or individual accountant qualified in utility rate determination, to be procured pursuant to applicable sections of KRS 45A.
- b. The firm or qualified accountant selected shall be directed by the Agency to confer independently with the Judge/Executive, the respective Mayors and the chair of the District, as well as the wastewater collection system managers of Greenup, the District and Wurtland regarding current operational experience and related costs of their wastewater collection facilities; and to confer with knowledgeable others, such as consulting engineers, as directed by the respective Mayors; and to confer with the Kentucky Division of Water regarding regulatory compliance issues, if any.
- c. The firm or qualified accountant shall be directed by the Agency to conduct a cost of service analysis on all facilities related specifically to Wurtland's treatment services subject of this Agreement and provide a comprehensive report with an executive summary to include a specific, recommended dollar amount to be charged by Wurtland to the affected Parties sufficient to cover, at minimum, the costs set out in F.3, above, together with documentation verifying same.
- d. The cost of service study and report shall be completed within 60 days from the date of award and copies provided to all Parties to this Agreement and the Agency, immediately. The report shall include a standard method or formulary whereby Wurtland may conduct periodic financial analyses of current costs internally, based on sound accounting policy, with consideration of inflation indices and other equitable methods of determining equitable service rates.
- e. If the rate established by the study varies less than 10% from the rate established by Wurtland, all affected Parties agree to let Wurtland's rate stand and go into effect after 90 days.
- f. If the rate established by the study varies more than 10% from the rate established by Wurtland, any affected Party, including Greenup, the District or Wurtland, may immediately commission a second cost of service study, at the expense of the rejecting Party(s), to include the cost elements set out in F.3, above. This second study shall be completed and copies provided to all Parties to this Agreement and the Agency within 60 days. If the rate established by the second study varies less than 10% from the rate established by Wurtland, all affected Parties agree to let Wurtland's rate stand and go into effect after 90 days. If the rate established by the second study varies more than 10% from the rate established by Wurtland, the two firms that conducted the studies shall be directed immediately by the Agency to jointly select a third firm which shall conduct a cost of service study and establish a rate, within 60 days. Copies of the study, including the resulting rate shall be provided to all Parties to this Agreement

and the Agency, and all Parties shall be bound by that rate, which shall go into effect after 90 days. The cost of the third study shall be borne equally by Greenup, the District and Wurtland.

7. The treatment rate charged by Wurtland to Greenup and the District may never be higher than the rate it charges its own citizens.

G. The purposes of this Agreement include and are limited to the following:

1. Authorize and provide for the creation and establishment of a legally constituted entity empowered to plan, design, acquire, develop, own, operate and maintain appropriate wastewater facilities and appurtenances in service to and for the benefit of Wurtland, Greenup and the District and any future wastewater customers of these Parties or others, as the Parties may designate.
2. In areas not currently provided wastewater service in Greenup County but feasibly serviceable by the Wurtland treatment plant subject of this Agreement, the Agency shall support and cooperate with the designated wastewater provider for that area, either Wurtland, Greenup, the District or others as may be designated by mutual agreement among the Parties, conditioned upon Wurtland's willingness and demonstrated adequate capacity to accept and treat such additional waste. Further, the Agency shall cooperate with the Greenup County Fiscal Court, in any reasonable manner, in efforts to provide wastewater service to unserved areas of the County. The work of the Agency shall be carried out in a professional manner that bespeaks sound environmental stewardship.
3. Authorize the Agency to work with the Parties in applying for and securing any and all federal and state funding assistance as well as assistance from all other legitimate sources of funding for wastewater facility projects, including but not limited to grants, donations, gifts, payments in lieu of taxes, mitigation fees and subsidized loans as well as any assistance with financing and/or refinancing loans and the issuance of bonds or other obligations;
4. Authorize the Agency to acquire, own, hold, operate, manage, lease, contract and otherwise secure any land, easements, rights of way, real property, services, facilities, materials and related equipment it may lease or own for purposes of providing facilities, subject of this Agreement;
5. Authorize the Agency to properly procure and retain, by contract or employment, qualified individuals, organizations or firms to assist in planning, funding, developing, managing, operating or maintaining the facilities subject of this Agreement;
6. In the course of routine operations and especially during emergencies, the Agency shall proactively cooperate with the Parties, their designated employees, agents and any related governmental or volunteer agencies, such as the law enforcement agencies of Wurtland, Greenup, and Greenup County, the county disaster and emergency services coordinator, the Greenup County Health Department, area volunteer fire departments and others, as directed by the Parties.

ARTICLE 2
Agency, Effective Date, Duration,
and, Administrator of Agreement

A. Agency: The Parties to this Agreement, each constituting either a "county," a "city," or a "district" as required by KRS 76.232 and each being a "governmental agency" as regards KRS 58 and KRS 224A, voluntarily enter into this Agreement under the laws of the Commonwealth of Kentucky. Further, this Agreement establishes a responsible utility management entity under the control of a board which answers directly to local units of government; which entity shall be organized, governed and construed in accordance with KRS 76.232 and KRS 273. If any provision of this Agreement is held to be in conflict with any applicable statute or rule of law, or is otherwise held to be unenforceable, the invalidity of such portion shall not affect any or all of the remaining portions of this Agreement.

B. Effective Date: This Agreement shall be approved and the implementation of its elements set out herein shall commence on the date of passage of this Ordinance and execution by the Parties. Within thirty (30) days after the effective date of this Agreement, the Parties shall submit for filing the Agency's articles of incorporation with the Office of the Secretary of State, Commonwealth of Kentucky, pursuant to KRS 273. The Agency shall be legally constituted upon such filing.

C. Duration: The duration of this Agreement shall extend and remain in effect and be binding on the Parties hereto until and at which time those activities and actions, set out herein, or other actions, as mutually agreed to by the Parties, as may be necessary to achieve the purposes of this Agreement, shall have been completed and all fiscal obligations of the Agency and those of any Party hereto related to this Agreement, shall have been fully satisfied. The date of completion of those activities and actions related to the establishment of the Agency is anticipated to be December 31, 2012; and the date of commencement of construction of an initial portion of the facilities, subject of this Agreement, is anticipated to be not later than July 1, 2013.

ARTICLE 3
Creation, Organization and Powers
of the Agency

A. Creation: The Parties agree to take all necessary action to create a joint sewer agency pursuant to KRS 76.232 in addition to enactment of identical ordinances approving this Agreement, including the creation of a corporation for public, civic, municipal and governmental purposes pursuant to the provisions of KRS 273.161 to 273.390, inclusive; and KRS 58.180, to be named the "Greenup Joint Sewer Agency Inc." ("Agency"). The chief elected official of each of the Parties shall be designated, as authorized in this Agreement, to serve as incorporators of said corporation.

B. Organization:

1. The Agency shall be at all times a joint sewer agency pursuant to KRS 76.232 and a nonprofit, non-stock corporation pursuant to the provisions of KRS 273.161 to 273.390, inclusive, and a governmental agency in accord with KRS 58.180 and KRS

224A limited to the performance of public, municipal and governmental purposes, and shall be an agency and instrumentality of the Parties.

2. The Agency shall be that entity in which the Parties vest and grant responsibility for the ownership, planning, development, acquisition, construction, installation, operation, management, financing and refinancing of designated wastewater facilities, and all appurtenances thereof, and any related component projects for and on behalf of the Parties at the direct request of and in participation with and for the benefit of the Parties hereto.
3. Exhibit B, attached and incorporated as a part of this Agreement, is a form of the proposed articles of incorporation of the Agency, setting out a description of the precise purpose, organizational structure, board composition and nature of the Agency as a corporation. The Agency shall be created and organized immediately after the effective date of this Agreement, as set out in the foregoing Article 2. The articles of incorporation of the Agency to be filed with the Kentucky Secretary of State's Office shall be in substantially the same form as contained in Exhibit B, allowing for such minor changes and corrections as may be necessary or desirable upon the further advice of counsel. The Agency is hereby directed to commence its activities upon incorporation.
4. The Agency shall be a public body corporate, having a board of directors comprised of five (5) individuals, of which one (1) member shall be appointed by the judge-executive of Greenup County, one (1) member shall be appointed by the mayor of the City of Wurtland, one (1) member appointed by the mayor of the City of Greenup, one (1) member appointed by the chairperson of the Greenup Wastewater District. Each member so appointed must be approved by the respective legislative body. The fifth member of the board shall be designated by a majority vote of the four members appointed by the Parties to this Agreement. Initial terms shall be varied by lot to assure continuity, such that one member shall have a term of two (2) years, two members shall have a term of three (3) years and two members shall have a term of four (4) years. All subsequent terms shall be for four (4) years. Vacancies that occur on the board of directors for any reason, shall be filled in the same manner as the original members, and an incoming member shall serve the balance of an unexpired term of his predecessor, if any. As Agency fiscal resources allow, members of the board of directors may be compensated for service rendered subject to approval of the Parties to this Agreement.
5. It is specifically agreed by the Parties, and shall be so stated in the articles of incorporation of the Agency, a simple majority of the directors shall constitute quorum and a quorum must be present at any meeting of the directors to take any official action.

C. Powers: In addition to the purposes and powers of the Agency as set out herein and in Exhibit B, the Agency shall possess such powers as allowed by Kentucky statutes and as may be delegated to it by the Parties from time to time, including without limitation the power to own, operate and manage those facilities and all components thereof subject of this Agreement. Additionally, the Agency shall have and possess the specific powers and Agency set out below:

1. To act as the lead agency on behalf of the Parties in applying for any form of financial assistance made available by the federal or state government or from any other source in order to pay for the design, construction or management of wastewater infrastructure facilities.
2. To engage by employment or contract, qualified personnel, consultants and contractors to assist the Agency to plan, develop, finance, manage, operate and maintain all facilities subject to this agreement pursuant to a staffing plan.
3. To employ or contract with qualified manager(s) and operator(s) to operate and maintain the various system components; to procure professional services providers in accord with KRS 45A, including but not limited to engineers, accountants, attorneys, administrators, construction contractors and operations contractors, grant and loan application developers/administrators and others.
4. To serve as the single point of contact for and on behalf of the Parties as relates to any and all federal and state environmental or-utility regulatory agencies when the wastewater treatment facilities, subject of this Agreement, are at issue; to act as agent for the respective Parties as regards any enforcement actions, stemming from or arising out of issues stemming from this Agreement with the understanding that costs for resolution of same shall be borne solely by the Agency, as warranted.
5. To establish rules and regulations relating to influent quality and to accept for treatment only wastewater discharges from Greenup, the District, and others as the Parties may determine, which discharges are approved by Wurtland, based on treatment standards necessary to achieve and maintain compliance with effluent permit limits determined by the Kentucky Division of Water; and to monitor compliance with and enforce such standards on a routine basis.
6. To invoke reasonable penalties for failure on the part of Greenup, the District or other wastewater collection entity to comply with influent quality limits when such failure results in a detrimental impact on the Agency's pumping and collection facilities and/or Wurtland's treatment facilities or processes, or elicits a notice of violation from regulatory agencies. Reasonable penalties may also be charged for failure to remit payment for charges levied pursuant to this Agreement on a timely basis to the Agency, for o&m charges, and to Wurtland, for treatment rates and charges.
7. To mortgage and pledge properties and revenues and provide for the repayment of any obligations incurred by the Agency;
8. To acquire, hold and dispose of real and personal property used by the Agency in the furtherance of the development of the wastewater treatment facilities subject of this Agreement;
9. To pay reasonable compensation to the directors for service on the board of directors and reimbursement of reasonable and necessary expenses incurred by the directors while officially representing the Agency, subject to approval of the Parties to this Agreement, prior to any expenditures made for this purpose.

10. To request the appropriate unit of government to exercise the power of eminent domain as provided by law when warranted;

ARTICLE 4

Funding; Budget; Procurement; Open Meetings/Records; Audit; Reporting

- A. Funding: In order to fund the facility operations, planning, design and construction of facility improvements and the acquisition of necessary lands, easements and rights of way together with acquisition of equipment necessary to achieve its stated purpose, the Agency may expend cash funds received from revenues for services rendered and any other source. Additionally, the Agency may secure grants, loans and other funding assistance, as authorized above in this Agreement, in order that its cost of operation can be as low as possible, thereby allowing provision of service to the Parties at the lowest reasonable rates.
- B. Budget: The Agency shall establish and approve an annual budget, containing all anticipated cost and revenue sources for capital and operational activities. Monthly management reports shall be provided to and reviewed by the board of directors, which shall include year-to-date budget reports and current operations reports. A copy of the Agency's annual budget shall be provided to the Parties not later than April 1st of each year.
- C. Procurement: The Agency shall adopt and comply with KRS 45A.343-460 and KRS 45A.735-750 of the Kentucky Model Procurement Code.
- D. Open Meetings & Open Records: The Agency shall comply with KRS 61.800-884, the Kentucky Open Meetings and Open Records Act.
- E. Fiscal Policy & Audit: The Agency shall conduct its financial affairs and transactions according to relevant state and federal governmental fiscal policy; shall contract with an experienced certified public accountant, individual or firm, to perform a comprehensive audit of its accounts each year; and provide a copy of the audit with the attendant management letter to each Party to this Agreement.
- F. Reporting: The Agency shall report routinely at least one time each year, and more often upon request, to the legislative body of each Party to this Agreement, in a context and format that each may direct; and shall perform any and all other action deemed necessary or desirable by the Parties in the furtherance of the Agency's purpose as permitted by law and within the limitations contained herein.

ARTICLE 5

Termination of Agreement; Disposal of Property

- A. Termination of Agreement: Any Party may withdraw from this Agreement at any time prior to a scheduled date of grant or loan commitment(s) or prior to the date of public sale of revenue bonds by the Agency or prior to any other date when financial assistance from any source is secured for the purposes of this Agreement by the Agency, upon written notice to the other Parties hereto. Upon withdrawal of any Party from this Agreement, this Agreement shall be deemed to be terminated as to such Party, and such Party's representation on the board of

directors of the Agency shall be eliminated by appropriate action of the Agency, including amendment of its articles of incorporation. Once any funding assistance has been obtained by the Agency, no Party may withdraw from this Agreement nor may this Agreement be terminated in any respect, until the date of final completion of all grant agreement requirements or repayment of granted funds or final payment and retirement of any bond or loan is made, or arrangements satisfactory to the granting agency(ies) and bond holders or lenders are made for such payments.

B. **Disposition of Property:** If the Parties terminate this Agreement, all appropriate action shall be taken for the timely dissolution of the Agency and disposal of its assets and satisfaction of its liabilities. Generally, once all conditions for dissolution of the Agency are met, any and all assets and attendant liabilities received by the Agency from any Party to this Agreement shall be transferred and returned to that Party, in their condition at the time of such return. Any new assets and associated liabilities that are reasonably linked by relationship or proximity to a Party's utilities shall be offered to that Party, and that Party shall have first right of refusal to accept the transfer of such asset(s) and associated liabilities. Specifically, in the event of dissolution of this Agreement, the disposition of assets shall conform to the provisions of Article II of the Agency's draft articles of incorporation, Exhibit B, and shall be disposed of in a fair and equitable manner as the Parties may determine, pursuant to law.

ARTICLE 6

Grants, Loans, Bonds and Other Financing Obligations Not General Obligations or Indebtedness of Parties; No Personal Liability

A. **Grants, Loans and Bonded Indebtedness:** Any grant awarded, loan, revenue bond, or other funding assistance obtained to finance the Agency's facilities or components thereof shall be the responsibility and obligation solely of the Agency and shall be satisfied only by the Agency in keeping with the agreement associated with such funding assistance, or reimbursement of such funds, or the pledge of (i) the proceeds of the bonds or other financing until disbursed, (ii) the investment of such proceeds and (iii) all revenues, funds, proceeds of insurance and other assets pledged under the documentation securing the funding assistance, whether such assistance is loan(s), bonds or other obligations.

B. **No General Obligation or Personal Liability:** Grants, loans, bonds or other funding assistance that may be awarded to or secured by the Agency, as authorized by the Parties, shall not carry any responsibility or constitute an obligation or indebtedness of any of the Parties, neither individually or collectively, nor shall any of the Parties be required to reimburse any grant for a failure on the part of the Agency or be obligated to make any loan or bond payment on behalf of the Agency from any general or special tax revenues of any of the Parties hereto, within the meaning of any constitutional provision or limitation.

None of the Parties, nor any member of the legislative body of a Party, nor any directors, officers or employees of the Agency, shall be subject to or in any way liable for any debt, bond obligation, contract or other fiscal obligation or expense legally incurred in furtherance of the Agency's purposes, subject of this Agreement. However, this exclusion does not include malfeasance, misfeasance or other criminal activity.

ARTICLE 7
Execution in Counterparts

This Agreement may be executed in any number of counterparts, and each such counterpart shall constitute an original and all such counterparts shall constitute one and the same instrument.

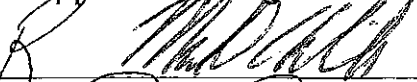
ARTICLE 8
Addresses and Places of Business

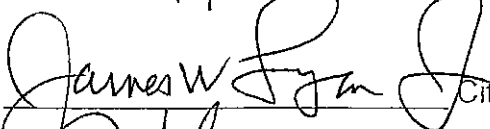
The principal Offices and places of business of the Parties to this Agreement are set forth in the respective signature blocks of the Parties, below.

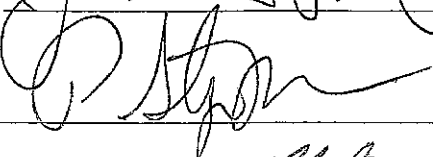
ARTICLE 9
Amendments

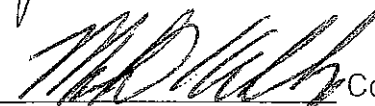
This Agreement may be altered by amendment at any time, with prior consent of all Parties. The procedure for amending the Agreement shall conform to the process as set out in statute for its initial approval.

This instrument was reviewed and approved by legal Counsel:

For Greenup County Fiscal Court:  County Attorney

For City of Wurtland:  City Attorney

For City of Greenup:  City Attorney

For Greenup Wastewater District:  County Attorney

IN TESTIMONY WHEREOF, witness below the signatures of the Parties to this Agreement, duly authorized, as of the date first above written.

GREENUP COUNTY FISCAL COURT

[Signature]
Judge/Executive

Attest: R. Diane Carpenter
County Clerk of the FISCAL COURT

Date: Jan. 11, 2013

CITY OF WURLAND

[Signature]
Mayor

Attest: Deborah Seythe
City Clerk

Date: 2-18-2013

CITY OF GREENUP

[Signature]
Mayor

Attest: Jessica Gillman
City Clerk

Date: 4-15-13

GREENUP WASTEWATER DISTRICT

[Signature]
Chair

Attest: [Signature]
Board Secretary

Date: 12-12-12

GREENUP COUNTY FISCAL COURT

The address, principal office and place of business of the Greenup County Fiscal Court is:

Greenup County Fiscal Court
Greenup County Courthouse, Room 102
301 Main Street
Greenup, Kentucky 41144

Date of official meeting wherein ordinance approving this Agreement was passed and the Judge/Executive was authorized to execute and take actions as set out in this Agreement:

Date: Jan. 11, 2013

Attest: L. Luane Carpenter
County Clerk of the Fiscal Court ..

Fiscal Court Members:

W. Michael Heneman

Tom D. Pitt

Billy Stepha

[Signature]
Judge/Executive

CITY OF WURLAND

The address, principal office and place of business of the City of Wurland is:

City of Wurland
City Hall
500 Wurland Avenue
Wurland KY 41144

Date of official meeting wherein ordinance approving this Agreement was passed and the mayor was authorized to execute and take actions as set out in this Agreement:

Date: _____

Attest: Deborah Scythe
City Clerk

Commission Members:

Connie Crum
Cindy Bays

Tony Smith
Jackie Gambill

Donna Hayes
Mayor

CITY OF GREENUP

The address, principal office and place of business of the City of Greenup is:

City of Greenup
City Hall
1005 Walnut Street
Greenup KY 41144

Date of official meeting wherein ordinance approving this Agreement was passed and the mayor was authorized to execute and take actions as set out in this Agreement:

Date: 4-5-12

Attest: Jessica Gilliam
City Clerk

Council Members:

David Abdon

Jeff Hurn

David Black

Marty Stephens

Mark Harris

Joe Mantz

Luke Mumford
Mayor

GREENUP WASTEWATER DISTRICT

The address, principal office and place of business of the Greenup County Wastewater District is:

Greenup Wastewater District

Date of official meeting wherein resolution approving this Agreement was passed and the chair was authorized to execute and take actions as set out in this Agreement:

Date: _____

Attest: _____
Board Secretary

Board Members:

Thurman Darrell
Wayne Melvin

Douglas Callum
Chair

CERTIFICATE OF GREENUP COUNTY CLERK AS TO
FILING OF A COPY OF THE ORDINANCE OF THE GREENUP COUNTY FISCAL COURT
RELATING TO THE GREENUP JOINT SEWER AGENCY

I, R. Diane Carpenter, being the ~~duly elected~~ Greenup County ^{FISCAL} Court Clerk, certify
that a fully executed copy of the document styled "Ordinance of the Greenup County Fiscal
Court Relating to the Greenup Joint Sewer Agency" was duly filed in the Greenup County Court
Clerk's Office, this the _____ day of January, 2013.

R. Diane Carpenter
Greenup County Court Clerk
FISCAL

EXHIBIT A: FACILITIES INVENTORY & MAP

- 1.. Existing Wastewater Plants
2. Proposed Wastewater Pumping & Force-Main Collection Facilities

“Greenup Joint Sewer Agency, Inc.”

ARTICLES OF INCORPORATION

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned Incorporators, being the Judge/Executive of Greenup County, the Mayor of the City of Wurtland, the Mayor of the City of Greenup and the Chair of the Greenup Wastewater District, as authorized by our respective legislative bodies, do hereby associate to form a separate corporate instrumentality for public service and civic purposes pursuant to the provisions of Kentucky Revised Statutes, Chapter 273.161 to 273.390, inclusive, Chapter 58.180, Chapter 65.210 to 65.300, and Chapter 76.232 relating to the creation of a joint sewer agency, and do declare and certify as follows:

**Article I
Name**

The name of the corporation shall be “Greenup Joint Sewer Agency, Inc.” (“Agency”). The Agency shall be at all times a nonprofit, no-stock public corporation pursuant to the provisions of KRS 273.161 to 273.390, inclusive, and KRS 58.180 for the performance of public, municipal, civic and governmental purposes pursuant to Kentucky law. The Agency shall be a joint sewer agency and an instrumentality of Greenup County Fiscal Court (referred to herein as “County”) the City of Wurtland (referred to herein as “Wurtland”), the City of Greenup, (referred to herein as “Greenup”) and the Greenup Wastewater District (referred to herein as “District”); each of the entities named above may be referred to herein also “Party” or collectively as “Parties.”

**Article II
Duration, Dissolution**

The duration of the Agency shall be perpetual. The Agency may be dissolved at any time by joint action of the County, Wurtland, Greenup, and the District, acting by and through their respective legislative bodies; provided that, if at the time of such dissolution there is outstanding any indebtedness or obligations of the Agency, such indebtedness or obligations shall be properly discharged or proper provision there for shall be made by the Agency. Upon the dissolution of this corporation, assets shall be distributed solely for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose; if such distribution of assets is to be made to local government, such assets shall be first offered to the Parties in an equitable manner and without any necessity for formal conveyance.

Article III Corporate Purpose, Powers

The Agency is organized exclusively for charitable, religious, educational and scientific purposes, including the making of asset distributions to organizations that qualify as exempt organizations under section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. Further, the Agency shall assist and cooperate with, and act on behalf of, at the direction of and as the agency and instrumentality of the Parties in effecting and maintaining high quality wastewater treatment services of Wurtland and in support of the wastewater collection systems of Greenup and the District and other wastewater collection entities as may be later included. To achieve this purpose the Agency shall engage in a wide array of activities, including but not limited to planning, design, development, acquisition, construction, installation, ownership, operation, management, financing and refinancing of necessary and appropriate wastewater facilities, pursuant to the provisions of Kentucky law and thereby accomplish public and municipal purposes benefiting the existing and future wastewater customers of Wurtland, Greenup, the District and other entities that may be included at a later time. The term 'wastewater facilities' includes but is not limited to certain treatment facilities, pumping stations, gravity mains, force mains, and related equipment and appurtenances, repair and maintenance equipment, tools and vehicles, together with buildings, structures, improvements, with the land tracts on which they are located as well as sites used for buffers, together with land control instruments, such as leases, easements and rights-of-way related thereto. In carrying out its corporate purposes, the Agency shall have all the powers enumerated in KRS 58.010 to 58.210, inclusively, KRS 76.232 and KRS 273.171. The Agency shall specifically have power to contract and be contracted with, to sue and be sued, to acquire, own, hold and use real and personal property by purchase, lease, gift or in any other manner whatsoever, with power to deal with any and all such property in any manner consistent with the aforesaid purposes of the Agency, specifically including, but not by way of limitation, the power to sell and dispose of the same and to mortgage, lease or otherwise encumber the same, subject to the provisions herein, and generally to have and treat such property in any way not inconsistent with the provisions of the previously cited statutory provisions and other applicable provisions of Kentucky law. The Agency shall have the power to hire and dismiss employees, and to procure necessary and appropriate professional services. The Agency shall have such additional powers as have been or may be delegated to it jointly or individually by the County, Wurtland, Greenup and the District.

The Agency shall have the power, on behalf of and at the specific direction of the Parties to apply for and accept state or federal grants and loans, accept gifts and donations, accept and use stream impact mitigation fees and to borrow money, incur indebtedness and to issue bonds, notes or other obligations in evidence of the same for the acquisition construction, installation and financing or refinancing of a wastewater treatment plant and appurtenances. The Agency is authorized to pledge for the amortization of such loans or bonds, notes or other obligations, the revenues derived from the operation of its facilities. In compliance with KRS 58.180, it shall be provided in any such financing or refinancing (i) that upon the retirement and discharge of bonds, notes or other obligations, if any, issued by the Agency at the direction of and specifically on behalf of the County, Wurtland, Greenup and the District, full legal title to those wastewater facilities so acquired shall be legally transferred to and ownership shall be vested in the affected Party, be it the County, Wurtland, Greenup or the District to the extent to which the

* benefit and proportioned cost of said project(s) was borne by that Party; (ii) that in the event of default with respect to any such bonds, notes or other obligations, the Parties shall have the exclusive option to acquire the wastewater facilities for the amount required to discharge such bonds, notes or other obligations, and shall be provided a reasonable time to exercise such option; (iii) that the issuance of any such bonds, notes or other obligations shall be directed by and approved by the Parties not more than sixty (60) days prior to the date of issue of such obligations; and (iv) no bonds, notes or other obligations shall be issued by the Agency for and on behalf of the County, Wurtland, Greenup or the District except upon express direction of that respective entity. Additionally, during the time any such bonds, notes or other obligations are outstanding, those Parties, or other public wastewater entity which may be served by the Agency, shall have a beneficial interest in the wastewater facilities financed or refinanced thereby to such extent as may be necessary in order to comply with requirements of the federal and state governments in respect of the tax-exempt status of interest received on such bonds, notes or other obligations.

Article IV Supervisory Control

In compliance with KRS 58.180 (4), the Parties shall exercise supervisory control over the Agency, to the extent deemed appropriate by them in the administration of the Agency's activities as an agency, instrumentality and constituted Agency of the County, Wurtland, Greenup and the District and, as may be required from time to time by federal law in order to continue to qualify the Agency, as a statutory public corporation and constituted Agency of the County, Wurtland, Greenup and the District, for the issuance of tax-exempt notes, bonds or other obligations.

Article V Not For Profit, Application of Revenue

The Agency, having no members, is organized solely to accomplish the public service and civic purposes, as aforesaid, and to serve as an agency, instrumentality and constituted Agency of the Parties. The Agency is not organized for the making of any profit, and no private pecuniary profit shall at any time be derived by any officers or directors of the Agency. Any revenues of the Agency beyond those necessary for the scheduled retirement of indebtedness and to meet the requirements of loan or bond obligations of the Agency shall be applied to capital costs and the costs of operation. Net revenues, if any, shall be applied solely to reducing outstanding principal amounts of debts, to the best interest of the Agency, and shall not inure to the benefit of any person. The Agency, shall compliment and facilitate the engagement of the Parties in the process of providing wastewater collection services and shall seek to assure that it possesses at all times sufficient design capacity to accommodate the wastewater treatment needs of each Party and of others as may be serviced by the Agency at a later date.

Article VI Incorporators, Registered Office and Agent

The names and addresses of the Incorporators of the Greenup Joint Sewer Agency, Inc., are as follows:

<u>Name</u>	<u>Address</u>
-------------	----------------

Judge/Executive	Greenup County
Mayor	City of Wurtland
Mayor	City of Greenup
Chair	Greenup Wastewater District

The temporary address of the principal office of the Agency shall be: Greenup Joint Sewer Agency, Inc., c/o _____ The resident agent of the Agency shall be: _____ whose physical and mailing address is : _____ Kentucky

I accept the responsibility of the resident agent for the Greenup Joint Sewer Agency, Inc.

**Article VII
Composition & Appointment of Board of Directors, Officers**

Pursuant to KRS 273.187, the Agency shall not have any members. The Agency shall have no capital stock. The number of directors constituting the Agency's board of directors shall be five (5), consisting of one (1) director appointed by the Greenup County Judge/Executive, subject to the approval of the Greenup County Fiscal Court, (1) director appointed by the Mayor of Wurtland, subject to approval by the City Commission of the City of Wurtland; one (1) director appointed by the Mayor of Greenup, subject to approval by the City Council of the City of Greenup, one (1) director appointed by the Board Chair of the Greenup Wastewater District, subject to the approval of the Board of Commissioners of the Greenup County Wastewater District; the fifth member of the board shall be designated by a majority vote of the four members appointed by the Parties to this Agreement. Care shall be taken that collectively the individuals to be appointed as directors exhibit genuine interest in the purposes of the Agency, represent the diversity of the wastewater treatment needs within the Agency's service area and possess demonstrated leadership qualities and common sense. Regarding terms of office, the initial terms of the directors shall be varied in length, as set out below to allow for leadership continuity. All subsequent terms of office shall be for four (4) years. When vacancies occur on the board of directors prior to the expiration of a member's term of office, the successor shall serve out the unexpired portion of the term. Vacancies shall be filled by appointment as set out herein above. Each member of the board of directors of the Agency shall continue as a director upon the expiration of his term until his successor is duly appointed. A change in the number of directors shall be made only by amendment to these Articles of Incorporation.

The names and addresses of the five (5) directors who shall initially serve in accordance with these Articles of Incorporation, the respective appointing Agency and their respective initial term are as follows:

<u>Name</u>	<u>Address</u>	<u>Appointing Entity</u>	<u>Term</u>
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The Agency shall have as its officers a chair, a vice chair, and a secretary-treasurer each of whom shall be elected or appointed by the Board of Directors at such times, in such manner and for such terms not exceeding three (3) years as may be prescribed in the by-laws or by other official action of the board of directors. Such officers shall have such powers and duties as may be prescribed from time to time by the board of directors.

Article VIII Official Signature

Unless the board of directors of the Agency shall make express provision to the contrary by resolution, motion or other corporate action, the signature, or any authorized facsimile of the signature, of any director or officer of the Agency appearing on any contract, note, bond, mortgage, certificate or other document of the Agency shall remain valid, binding and effective for all purposes, notwithstanding the fact that at the time of delivery or other intended effective date thereof such director or officer shall have ceased to be a director or shall have ceased to hold such office of the Agency. It is the intent of these Articles that the Agency shall be a legal corporate entity in its own right, separate and apart from the Parties but, nevertheless, as aforesaid, shall be and constitute an agency, instrumentality and constituted Agency of the Parties in the performance of its prescribed public, civic and governmental purposes. The undertakings, promises, commitments, notes, bonds, mortgages, conveyances and contracts of the Agency shall not in any manner or to any extent be deemed or construed to be binding upon the Parties, notwithstanding that it is the purpose of the Agency to serve as an agency, instrumentality and constituted Agency of the Parties and to serve and promote public, civic and governmental purposes and objectives of the Parties as regards the operation, maintenance, management and improvement of wastewater services affecting the respective constituents of the Parties and the entire citizenry of Greenup County.

Article IX Non-liability of Local Governments, Incorporators, Directors

Neither the Greenup County Fiscal Court, the City of Wurtland, the City of Greenup, the Greenup Wastewater District, nor any members of their respective legislative bodies or their employees, nor the Incorporators or any directors of the Agency, at present or in the future, shall be subject to or in any way be liable for any debt or other obligation or contract of the Agency or any judgment against the Agency, notwithstanding contravention of law.

Article X Bylaws, Meeting

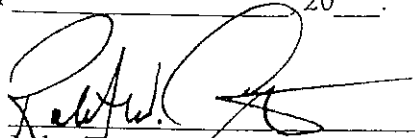
The board of directors of the Agency shall have power to make and adopt by-laws and to alter or repeal the same pursuant to KRS 273.191. The board shall conduct its business pursuant to the Kentucky Open Meetings - Open Records Act (KRS 61). The Agency bylaws shall include the time and location of regular meetings of the board of directors and shall cite the general rules of order for the conduct of its business at its meetings. It may conduct business in special meetings but only in a manner that conforms to the Act, requiring a minimum of 24 hour prior notice to directors, media notice to those entities on files having requested such notice and confinement of official action to be taken at such meeting to items identified on the meeting agenda. A simple majority of the directors, specifically three (3) directors, shall constitute quorum, and a quorum of directors shall be required to conduct business at any meeting of the Agency.

Article XI
Corporate Existence

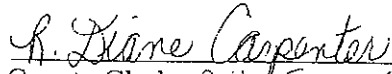
The corporate existence of the Agency shall commence immediately upon the recording of these articles of incorporation in the office of the Secretary of State, of the Commonwealth of Kentucky and the issuance by the Secretary of State of a certificate of incorporation, as provided by law.

This document reviewed by: _____
City Attorney

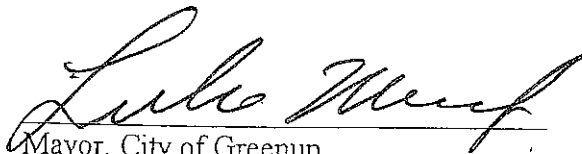
IN TESTIMONY WHEREOF, witness the signatures of the undersigned Incorporators this
day of _____ 20 ____.




Judge/Executive, Greenup County

Attest: 
County Clerk of the FISCAL COURT

Mayor, City of Wurtland
Attest: _____
City Clerk



Mayor, City of Greenup

Attest: 
City Clerk

Chair, Greenup Wastewater District
Attest: _____
Board Secretary

STATE OF KENTUCKY
COUNTY OF GREENUP

The undersigned, a Notary Public in and for the State and County aforesaid, does hereby certify that on this day the foregoing Articles of Incorporation were produced before me in my said County by Judge/Executive _____ Mayor _____, and Chair _____ and they acknowledged to me that they executed the same as their voluntary act, as authorized, for the purposes therein expressed.

SUBSCRIBED TO in my presence this _____ day of _____, 20_____.

NOTARY PUBLIC _____

My Commission expires: _____