

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF THE CITY OF	)	
LIVINGSTON AND KENTUCKY-AMERICAN	)	CASE NO.
WATER COMPANY FOR THE TRANSFER OF	)	2025-00364
CONTROL AND ASSETS	)	

COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
TO THE CITY OF LIVINGSTON

The city of Livingston (Livingston), pursuant to 807 KAR 5:001, shall file with the Commission an electronic version of the following information. The information requested is due on December 8, 2025. The Commission directs Livingston to the Commission's July 22, 2021 Order in Case No. 2020-00085¹ regarding filings with the Commission. Electronic documents shall be in portable document format (PDF), shall be searchable, and shall be appropriately bookmarked.

Each response shall include the question to which the response is made and shall include the name of the witness responsible for responding to the questions related to the information provided. Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association or a governmental agency, be accompanied by a signed certification of the preparer or the person supervising the preparation of the response on behalf of the entity that the

¹ Case No. 2020-00085, *Electronic Emergency Docket Related to the Novel Coronavirus COVID-19* (Ky. PSC July 22, 2021), Order (in which the Commission ordered that for case filings made on and after March 16, 2020, filers are NOT required to file the original physical copies of the filings required by 807 KAR 5:001, Section 8).

response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

Livingston shall make timely amendment to any prior response if Livingston obtains information that indicates the response was incorrect or incomplete when made or, though correct or complete when made, is now incorrect or incomplete in any material respect.

For any request to which Livingston fails or refuses to furnish all or part of the requested information, Livingston shall provide a written explanation of the specific grounds for its failure to completely and precisely respond.

Careful attention shall be given to copied and scanned material to ensure that it is legible. When the requested information has been previously provided in this proceeding in the requested format, reference may be made to the specific location of that information in responding to this request. When applicable, the requested information shall be separately provided for total company operations and jurisdictional operations. When filing a paper containing personal information, Livingston shall, in accordance with 807 KAR 5:001, Section 4(10), encrypt or redact the paper so that personal information cannot be read.

1. Provide any active notice of violations issued by the Energy and Environment Cabinet (EEC) or the Kentucky Division of Water (DOW) to Livingston. Provide copies of each outstanding violation and state how the violations will be resolved.

2. Provide documentation of any communications between Livingston and Kentucky-American Water Company (Kentucky-American) and the EEC or DOW regarding the Joint Application in this matter.

3. Provide copies of any filings or applications regarding the proposed merger that have been filed with any regulatory agency, excluding the Kentucky Public Service Commission, on behalf of Livingston.

4. Explain how the proposed merger is in the public interest.

5. State the current condition of Livingston's water system.

a. State the most recent annual water loss percentage and identify the reporting period used to calculate that percentage.

b. Explain if there has been any recent degradation of service/reliability, or other major problems within the past 12 months.

6. Explain whether Livingston holds any customer deposits. If so, state the monetary amount that is being held, and, if the merger with Kentucky-American is approved, whether Livingston will: return the deposits that it holds, transfer the deposits to Kentucky-American, or apply or transfer the funds to another use. If the deposits will be applied for another use, identify the other use.

7. Provide an analysis of Livingston water system's current and long-term debts, including the lender's name, the date the debt was incurred, the original amount of the indebtedness, and the amount outstanding as of the date of the balance sheet provided in the response to Item 5.

8. State whether Livingston has completed a Lead Service Line Inventory in compliance with current United States Environmental Protection Agency regulations.²

a. If yes, provide a summary of the results (number of lead, galvanized, and non-lead lines).

² Title 40 of the Code of Federal Regulations (CFR).

b. If no, describe the current status of the inventory and the location of any records that will assist Kentucky-American in completing it.

9. Refer to the Agreement generally.

a. State the number of full-time and part-time employees currently dedicated to the Livingston water system.

b. Explain Livingston's plan for these employees post-transaction.

10. Refer to the "128,000 gallon storage tank" mentioned in Recital A.

a. Confirm Livingston possesses fee simple title to the land beneath this tank. If not confirmed, explain if the agreement is the result of an easement.

b. If on an easement, provide a copy of the easement agreement or, in the alternative, provide a list of restrictions in the easement agreement.

c. Refer to the responses to 13. a. and b., provide a copy of any contract, promissory note and recorded instrument establishing Livingston's legal right to the property.

11. Refer to the Agreement, Section 2.1, which states "[e]xcluded assets are not part of the sale," and the definition of "Excluded Assets" includes "all accounts receivable of Seller accrued and payable prior to the Effective Time."

a. Explain the process Livingston will use to collect outstanding water bills owed to the city for service rendered prior to the closing date.

b. State whether Livingston expects Kentucky-American to disconnect water service for customers who fail to pay these pre-closing debts owed to Livingston.

12. Refer to the Agreement, Section 5.1(h), regarding Clean Water Program Grant # 22CWW306.

- a. Provide the total monetary amount of this grant.
- b. Provide a detailed description of the specific projects funded by this grant.
- c. State the current status of these funds (fully expended, partially expended). If funds remain, explain Livingston's plan prior to the closing date to satisfy the condition in Section 5.1(h).

13. Refer to the Agreement, Section 6.10, which mentions coordinating "pipeline replacement projects with the road paving plans of Seller".

- a. Provide a list of any road paving projects Livingston has scheduled for the next five years.
- b. Identify any known water main conflicts associated with these paving projects.



Linda C. Bridwell, PE
Executive Director
Public Service Commission
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DATED **NOV 24 2025**

cc: Parties of Record

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