

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF KENTUCKY-)
AMERICAN WATER COMPANY FOR AN) CASE NO. 2018-00358
ADJUSTMENT OF RATES)

NOTICE OF FILING

Lexington-Fayette Urban County Government (“LFUCG”), by counsel, provides notice of its filing of the attached agreement between the Office of Attorney General and LFUCG related to the above-styled matter, as directed to be filed by the Public Service Commission at the hearing on January 9, 2019. LFUCG is producing this document in the context of the request made during the hearing on its Motion to Intervene. Notwithstanding its compliance with the directive, LFUCG believes that the agreement is not relevant to the underlying substantive issues related to Kentucky-American Water Company’s adjustment of rates.

Respectfully submitted,



STURGILL, TURNER, BARKER & MOLONEY, PLLC

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*Attorneys for Lexington-Fayette Urban County
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CERTIFICATE OF SERVICE

In accordance with 807 KAR 5:001, Section 8, I certify that the February 19, 2019, electronic filing of this document is a true and accurate copy of the same document being filed in paper medium; that the electronic filing will be transmitted to the Commission on January 16, 2019; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that an original paper medium of the Notice of Filing will be delivered to the Commission within two business days.



Counsel for LFUCG

From: David Barberie <dbarberi@lexingtonky.gov>
Sent: Thursday, February 14, 2019 3:29 PM
To: 'McNeil, Justin M (KYOAG)'
Cc: Todd Osterloh; Jim Gardner; Chandler, Kent A (KYOAG); Goodman, Rebecca (KYOAG); Susan Speckert
Subject: RE: Kentucky-American Water, Case No. 2018-00358, Agreement between AG and LFUCG

Justin –

LFUCG is in agreement with the terms outlined below. Thank you.

NOTICE

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DAVID J. BARBERIE

Managing Attorney

Department of Law

(859)258-3500

dbarberi@lexingtonky.gov



From: McNeil, Justin M (KYOAG) [<mailto:Justin.McNeil@ky.gov>]
Sent: Monday, February 11, 2019 1:43 PM
To: David Barberie
Cc: Todd Osterloh; Jim Gardner; Chandler, Kent A (KYOAG); Goodman, Rebecca (KYOAG)
Subject: Kentucky-American Water, Case No. 2018-00358, Agreement between AG and LFUCG

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Counsel,

This email, and subsequent confirmation and approval of the substance, shall memorialize and confirm the agreement between the Office of the Attorney General (“OAG”) and LFUCG with respect to the base rate case, Case No. 2018-00358.

1. In order to defray the cost of the OAG’s revenue requirement and rate of return experts in this matter, namely the agreement with J. Kennedy and Associates (“J. Kennedy”), which all parties have reviewed, LFUCG agrees to provide \$18,000.

2. Upon receipt of invoices from J. Kennedy, the OAG will send separate invoices to counsel for LFUCG. The OAG will invoice LFUCG for the first \$18,000 invoiced to the OAG by J. Kennedy for work in this matter.
3. In consideration of the aforementioned monetary support, the OAG will allow LFUCG, and its attorneys, at their option, to: review the testimony of the OAG's revenue requirement and rate of return experts and revenue requirement and rate of return discovery prior to filing, contact and discuss relevant issues with the OAG's experts provided that said subject matter is not contradictory to a position of the OAG on that issue, and adopt or co-sponsor any or all of the OAG's revenue requirement or rate of return experts' testimony in their entirety or any portion thereof at any time including an appeal.
4. In connection with LFUCG's and OAG's efforts concerning the rate cases, these parties and their counsel have concluded that information known to one party may assist the other. These parties therefore acknowledge and agree that they share certain common interests and that their interests will be best served if they and their counsel can exchange information subject to the continued protection of the attorney/client, work product and other applicable privileges.
5. Notwithstanding anything contained herein to the contrary, nothing in this agreement obligates LFUCG to agree with all of the AG positions, and *vice versa*, nor prevent LFUCG from taking positions on certain matters, including but not be limited to fire hydrants, franchise agreement, acquisition adjustment and/or unified rate schedule.

Please respond and confirm that LFUCG agrees.

Thanks,

Justin McNeil
Assistant Attorney General
Office of Rate Intervention
Office of the Attorney General
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Frankfort, KY 40601
502.696.5457
Justin.McNeil@ky.gov

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