

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of

*Electronic* Application of Bluegrass Water )  
Utility Operating Company, LLC for an )  
Adjustment of Rates and Approval of )  
Construction )

Case No. 2020-00290

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

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Applicant Bluegrass Water Utility Operating Company, LLC (hereinafter “Bluegrass”), herewith submits its response to the Commission Staff’s First Request for Information. A signed, notarized verification for this Response appears on the following pages. The undersigned counsel is responsible for any objection noted for a particular response.

Respectfully Submitted,

/s/ Kathryn A. Eckert

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*Counsel for Bluegrass Water Utility Operating  
Company*

## Request

1. Provide a copy of the workpapers and calculations that Bluegrass Water used to develop its forecasted test-period financial information in Excel spreadsheet format with all formulas intact and unprotected, with all columns and rows accessible.
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## Response

The workpapers and calculations used to develop the forecasted test-period financial information presented in the Application filed September 30, 2020, in the format requested, are separately filed as 30 Excel workbooks/spreadsheets with the following file names:

BGUOC 2020 Rate Case - 12 Month Budget to Actual.xlsx  
BGUOC 2020 Rate Case - ACQ IS.xlsx  
BGUOC 2020 Rate Case - BY Budget.xlsx  
BGUOC 2020 Rate Case - BY IS.xlsx  
BGUOC 2020 Rate Case - Constants.xlsx  
BGUOC 2020 Rate Case - Income Statement (Sewer).xlsx  
BGUOC 2020 Rate Case - Income Statement (Water).xlsx  
BGUOC 2020 Rate Case - Revenue Requirement and Conversion Factor (Sewer).xlsx  
BGUOC 2020 Rate Case - Revenue Requirement and Conversion Factor (Water).xlsx  
BGUOC 2020 Rate Case - Schedule CE1.xlsx  
BGUOC 2020 Rate Case - Schedule CE2.xlsx  
BGUOC 2020 Rate Case - Schedule CE3.xlsx  
BGUOC 2020 Rate Case - Schedule CE4.xlsx  
BGUOC 2020 Rate Case - Schedule CE5.xlsx  
BGUOC 2020 Rate Case - Schedule CE6.xlsx  
BGUOC 2020 Rate Case - Schedule CE7.xlsx  
BGUOC 2020 Rate Case - Schedule N - Rate Comparison.xlsx  
BGUOC 2020 Rate Case - Schedule OHA1.xlsx  
BGUOC 2020 Rate Case - Schedule SE1.xlsx

BGUOC 2020 Rate Case - Schedule SE2.xlsx

BGUOC 2020 Rate Case - Schedule SE3.xlsx

BGUOC 2020 Rate Case - Schedule SR1.xlsx

BGUOC 2020 Rate Case - Schedule WE1.xlsx

BGUOC 2020 Rate Case - Schedule WE2.xlsx

BGUOC 2020 Rate Case - Schedule WE3.xlsx

BGUOC 2020 Rate Case - Schedule WR1.xlsx

BGUOC Rate Case 2020 - Cost of Capital.xlsx

BGUOC Rate Case 2020 - Workpaper PT.xlsx

Rate Base

- BGUOC 2020 Rate Case - Rate Base (Sewer).xlsx
- BGUOC 2020 Rate Case - Rate Base (Water).xlsx

**Request**

2. State all assumptions that Bluegrass Water used to develop its forecasted test-period financial information.
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**Response**

Please refer to the notes tab in the various workpapers filed in response to 1 PSC 1 for the statement of assumptions.

**Request**

3. Provide Bluegrass Water's and CSWR, LLC's (CSWR) internal accounting manuals, directives, and policies and procedures.
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**Response**

The Company utilizes the NARUC Uniform System of Accounts manuals with the included accounting instructions as its policies and procedures. The versions used are those available on the website of the Kentucky Public Service Commission.

**Request**

4. Provide Bluegrass Water's and CSWR's budget instructions, assumptions, directives, manuals, policies and procedures, timelines, and descriptions of budget procedures.
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**Response**

The Company's budget process has not been formalized into a manual. The budget process Bluegrass uses for existing operations includes an examination of operating history and a review of contracts and agreements that set expenditure levels, which, when possible, are obtained through a competitive bid process. Multiple competitive bids also are obtained to help set budgets for capital projects. For new acquisitions, budgets are set based on bids received for operations and engineering estimates of necessary capital improvements. These amounts are assessed for reasonableness based on the Company and its affiliates' operating history at similar plants, some of which are in other jurisdictions.

### **Request**

5. Provide a rate base, capital structure, and statement of income for Bluegrass Water for the most recent actual 12-month period at the time of the company's application for rate adjustment and for the base period used in the company's application. Provide detailed explanations necessary to reconcile this information with the filed base-period revenue-requirement information.
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### **Response**

The rate base, capital structure, and statement of income for the base period used in the Company's application are provided in the schedules attached to the testimony of Brent Thies (Schedule B1 and Schedule C1) and the Company's response to 1 PSC 23.

At the time of the application, the Company did not have a full 12-month period of actuals to report due to closing on the Company's first round of systems mid-late September 2019.

Similarly, the Company had yet to own eight (8) of the systems at the time of the application and still has not closed on four (4) of the systems.<sup>1</sup>

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<sup>1</sup> Bluegrass closed on the systems in Case No. 2020-00028 on November 19, 2020. While the Commission recently approved acquisition of the systems in Case No. 2020-00297 by its January 14, 2021 Order, Bluegrass has not yet been able to close on these systems.

**Request**

6. Provide a trial balance as of the last day of the base period showing account number, account title, and actual base period accounts. All income statement accounts should show activity for 12 months.
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**Response**

The trial balance is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-06.xlsx.



**Request**

7. Provide a reconciliation and a detailed explanation of each difference, if any, in the capitalization and the net investment rate base of Bluegrass Water for the base period.
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**Response**

The reconciliation and detailed explanation in the capitalization and net investment rate base is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-07.xlsx.

**Request**

8. Provide the information in the format listed in Schedule 10, attached hereto, regarding Certain Deferred Credits, Accumulated Deferred Income Taxes, and Other Rate Base items included in the forecasted test-period rate base.
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**Response**

Information regarding Certain Deferred Credits, Accumulated Deferred Income Taxes, and Other Rate Base items is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-08.xlsx.

**Request**

9. Provide a calculation of federal and state income tax expense, including a reconciliation of book to taxable income, for the base period and the forecasted period in the format shown in Schedule 11, attached hereto.
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**Response**

The calculation of federal and state income tax expense is provided as a separately filed Excel spreadsheet/workbook with the file names 1-PSC-09.xlsx.

**Request**

10. Describe the procedures that Bluegrass Water uses to plan and approve construction projects.

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**Response**

Following execution of a purchase agreement, Bluegrass engages a contract engineer to perform an initial evaluation of each water or wastewater system that Bluegrass proposes to acquire. These engineers prepare a memorandum detailing the condition of the system, its compliance history, the capacity to treat wastewater or provide drinking water, issues requiring improvement, and recommended improvements for the system. The memorandum also includes a preliminary estimate of the cost of required improvements.

Following closing on each system, the Bluegrass internal engineering team tours each site, reviews the memoranda and determines if the proposed improvements are practical and cost effective. Bluegrass also determines available alternatives to remedy identified problems at a reduced cost. The post-closing investigation of each facility and initial operation of each system allows Bluegrass to gather additional information about the condition of each facility beyond what the memorandum and compliance history indicates. This can lead to changes in the scope of improvements being considered, as some proposed improvements from the memorandum may prove unnecessary, while other necessary improvements may be discovered. Improvements are then categorized as either triage repairs (which will be addressed immediately because required work consists of repairs or direct replacement of damaged equipment, not requiring outside engineering design or permitting, and repairs necessary to address a critical failure) or secondary improvements (tasks that are either less

urgent repairs or are highly technical repairs requiring outside engineering design services and/or permitting to complete). An external engineering contractor (typically the same firm used for the preparation of the memoranda) completes the design and permitting process required for any additional improvements and the projects are typically organized into bid packages when practical. Reputable contractors are solicited for bids on the improvements and the contract is awarded to the lowest responsive, responsible, qualified contractor for improvements to be implemented following permit approval.

**Request**

11. Provide, in the format contained in Schedule 15 attached hereto, an analysis of the Construction Work in Progress as defined in the Uniform System of Accounts for the 12-month period preceding the base period, the base period, and the forecasted test period.
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**Response**

The Construction Work in Progress is provided as a separately filed Excel spreadsheet/workbook with the file names 1-PSC-11.xlsx.

**Request**

12. Provide the following (original cost) monthly account balances and a calculation of the average (13-month) account balances for total company and jurisdictional operations:
    - a. Plant in Service;
    - b. Plant Purchased or Sold;
    - c. Property Held for Future Use;
    - d. Construction Work in Progress (CWIP) (Separate this balance into CWIP eligible for capitalized interest and other CIWP.);
    - e. Completed Construction Not Classified;
    - f. Accumulated Depreciation and Amortization;
    - g. Plant Acquisition Adjustment;
    - h. Amortization of Utility Plant Acquisition Adjustment;
    - i. Materials and Supplies;
  
    - j. Balance in Accounts Payable Applicable to each account in (i) above (If actual cannot be determined, give a reasonable estimate.);
    - k. Unamortized Investment Tax Credit–Pre-Revenue Act of 1971;
    - l. Unamortized Investment Tax Credit–Revenue Act of 1971;
  
    - m. Accumulated Deferred Income Taxes;
    - n. Summary of Customer Deposits;
    - o. Computation and Development of Minimum Cash Requirements;
    - p. Balance in Accounts Payable Applicable to amounts included in utility plant in service (If actual cannot be determined, provide a reasonable estimate.);
    - q. Balance in Accounts Payable Applicable to prepayments by major category or subaccount;
    - r. Balance in Accounts Payable applicable to amounts included in plant under construction (If actual cannot be determined, provide a reasonable estimate.); and
    - s. All Current Assets and Current Liability accounts not included above.
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**Response**

The monthly account balances and a calculation of the average (13-month) account balances for total company and jurisdictional operations is provided as a separately filed Excel spreadsheet/workbook with the file names 1-PSC-12.xlsx.



**Request**

13. Provide a copy of the current management contracts, if any, between Bluegrass Water and CSWR; Bluegrass Water and Central States Water Resources, Inc. (Central States); and CSWR and Central States. Describe in detail any such agreements that have not been memorialized in writing.
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**Response**

There are no written management contracts between or among Bluegrass Water, CSWR, and Central States Water Resources, Inc. Central States Water Resources, Inc., serves as the designated manager of CSWR and Bluegrass Water but is not compensated for those services. CSWR provides all administrative and support services for Bluegrass Water and its affiliated entities. A description of the services provided by CSWR can be found at page 11 of the direct testimony of Brent Thies.

**Request**

14. Provide a copy of all contracts, if any, between Bluegrass Water and any person or entity retained to perform billing or customer service for or on behalf of Bluegrass Water and all contracts between Bluegrass Water and any person or entity retained to operate Bluegrass Water's utility plant. Describe in detail any such agreements that have not been memorialized in writing.

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**Response**

There are no such agreements that have not been memorialized in writing.

Contracts between Bluegrass Water and Midwest Water Operations, LLC ("Midwest Water") for O&M services relating to the systems acquired following the final Orders in PSC Case Nos. 2019-00104 and 2019-00360, respectively, were Exhibits 16-A and Exhibit 16-B to the Application filed 9/30/20 in this case. Bluegrass Water and Midwest Water have entered into a similar, third contract relating to the systems acquired following the final Order in PSC Case No. 2020-00028, attached to this Response as KY2020-00290\_BW\_0001- KY2020-00290\_BW\_0011. A contract between Bluegrass Water and Nitor Billing Services, LLC for customer-service functions was Exhibit 16-C to the Application.

Also attached to this Response, as KY2020-00290\_BW\_0012- KY2020-00290\_BW\_0014 is a redacted copy of a contract between Central States Water Resources, Inc. and Starnik Systems, Inc. (Starnik) by which Starnik licenses billing services for Bluegrass Water and other of its affiliated utility-service companies. Confidential treatment for the redacted information is being sought in a concurrently-filed motion.

**AGREEMENT REGARDING OPERATION OF  
UTILITY TREATMENT FACILITIES  
WASTEWATER**

This Agreement Regarding Operation of Utility Treatment Facilities (“Agreement”) is entered into and shall be effective as of the 14<sup>th</sup> day of October, 2020 (“Effective Date”), by and between **BLUE GRASS UTILITY OPERATING COMPANY, LLC.**, a Kentucky limited liability company (“Owner”) and **Midwest Water Operations**, a Kentucky LLC (“Operator”), collectively the “Parties”.

**RECITALS**

**WHEREAS**, Owner, or its affiliate, is the owner for the operation, maintenance, and modernization of the wastewater treatment facilities, located in Kentucky known as: Arcadia Pines, Carriage Park, Marshall Ridge, and Randview.

**WHEREAS**, Operator provides the services of an operator, certified by the appropriate regulatory authority, as required, for wastewater utility treatment facilities, along with staff and equipment, to operate and maintain wastewater utility treatment facilities in Kentucky; and

**WHEREAS**, the Owner, wishes to retain Operator, and Operator desires to provide services to the Owner related to the operation of the Facilities.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties agree as follows:

**ENGAGEMENT; TERM; TERMINATION**

1. **Engagement**. The Owner hereby engages Operator to provide services to the Owner related to the operation of the Facilities, as more particularly described herein, subject to the terms and conditions of this Agreement. Operator hereby accepts such engagement and agrees (i) to perform all services necessary to operate and maintain the Facilities, including, without being limited to, those services specifically set forth in this Agreement and any attachment hereto; and (ii) to use reasonable and diligent efforts and to exercise the highest degree of professional competence in the performance of such services, in all cases, subject to the terms of this Agreement and any requirements of the Owner with regard to the operation of the Facilities.

2. **Term**. The term of this Agreement shall be effective as of the Effective Date and shall continue in full force and effect, unless sooner terminated as provided for herein, for a period of two (2) years.

3. **Termination of Agreement Without Cause**. Neither the Owner nor the Operator may terminate this Agreement without cause.

4. **Termination of Agreement With Cause**. The Owner or Operator may terminate this Agreement upon written notice in the event of the failure by the other Party to perform in accordance with the terms of this Agreement. The nonperforming Party shall have ten (10) days

from the date of the termination notice to cure or submit a plan for cure acceptable to the other Party.

5. Delay in Performance. Neither Owner nor Operator shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming Party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions, floods, earthquakes, fire, epidemics, war, riot, and other civil disturbances, strikes, lockouts, work slowdowns, and other labor disturbances, sabotage, judicial restraint, and inability to procure permits, licenses, or authorizations from any local, state or federal agency for any of the permissions, supplies, materials, accesses, or services required to be provided by either Owner or Operator under this Agreement. Should such circumstances occur, the nonperforming Party shall, within a reasonable time of being prevented from performing, give written notice to the other Party describing the circumstances preventing continued performance of this Agreement.

6. Termination Duties. Upon the termination of this Agreement, Operator shall render to the Owner a final accounting which shall cover the period from the date of the last statement rendered to the Owner. The Operator shall also forthwith (i) deliver copies of all records and reporting documents not already provided to the Owner, as well as, all materials, supplies, contracts, documents, accountings, papers and any and all other reports pertaining to the operation of the Facilities or this Agreement in the possession or under the control of Operator, and (ii) assign to the Owner, or its designee, existing contracts (previously approved by the Owner) in Operator's name, if any, relating to the operation of the Facilities. Within ten (10) days of the effective date of termination of this Agreement, the Owner shall forthwith pay to Operator all compensation then due Operator.

### COMPENSATION TO OPERATOR

7. Operator Fee for Basic Services. In connection with Operator providing those services to the Owner related to the operation of the Facilities, and as more particularly described hereinbelow, and incorporated herein by this reference, the Owner shall pay to Operator a monthly fee of **Twelve Thousand and Four Dollars (\$12,004.00)**.

8. Additional Fee Charged for Services Outside of Basic Scope of Services. In the event the Owner requests Operator to provide additional services not included under the Scope of Services as described herein below, Operator shall be compensated for such additional services in accordance with Operator's Prevailing Fee Schedule as follows:

Operator Fee for out of Scope Services	\$70.00/Hour
Operator OT Fee for out of Scope Services	\$105.00/Hour
Operator Fee for Operational Emergencies	\$70.00/Hour

Reimbursement of Out-of-Pocket Expenses. Operator shall be eligible for reimbursement for any and all documented costs paid by Operator associated with the testing services, electrical, mechanical and/or other parts purchased to repair

and/or maintain the Facilities, chemicals required to operate the Facilities, and other out-of-pocket expenses required for the operation of the Facilities that are outside of the scope of the services for which the Operator is being paid the Fee for Basic Services. Prior approval by the Owner is required for all reimbursable expenses. Unless otherwise agreed by Owner, there will be no mark-up, handling charge or other such service fee(s), related to out-of-pocket expenditures and a copy of the original receipt(s) or other proof of purchase acceptable to Owner will be furnished with the reimbursement invoice. Reimbursement requests that were not approved in advance or are not accompanied by suitable proof of purchase may not be honored by Owner.

9. Payment of Fee and Reimbursable Costs. Operator shall submit to the Owner invoices for all Operator fees and claimed reimbursable costs on a monthly basis. All such invoices shall be due and payable to Operator by the Owner within thirty (30) days of the date of the invoice. Operator agrees that payment for claims for reimbursable expenses not received by Owner within sixty (60) days of the date incurred are at the discretion of the Owner. Invoices will be delivered to: ap@cswrgroup.com, or as provided in Section 20.

10. Collection Costs. If the Owner fails to make payments when due, Operator shall provide written notice to the Owner allowing the Owner fifteen (15) days to cure the default in payment. However, if after the fifteen (15) day cure period the Owner continues to fail to make payment to Operator, and Operator incurs any costs in order to collect the overdue sums from the Owner, the Owner agrees that all such documented collection costs incurred by Operator shall immediately become due and payable to Operator.

#### **RESPONSIBILITIES - OWNER**

11. Maintaining Permits. Owner shall keep all required permits up to date for the Facilities.

12. Payment of Fees Required by Government Authorities. Owner shall pay the annual operating fees, permit renewal fees, construction fees, testing fees, and any and all other fees as required by the governmental authorities for the operation of the Facilities.

13. Damages Caused by Bypass. Owner shall be responsible for and shall hold Operator harmless from liability for damages caused by a bypass of the Facilities or failure of the Facilities to meet the required effluent limits.

14. Maintenance of Records. Owner shall maintain all records on the operation and maintenance of the Facilities for a period of five (5) years or such additional period of time required by Kentucky State law.

#### **RESPONSIBILITIES - OPERATOR**

15. Basic Services. Operator shall provide to Owner the services set forth on the attached **EXHIBIT A**, which by this reference is incorporated herein.

16. Additional or Emergency Services. Any services not listed above shall be considered additional or emergency services. Additional Services are not included as part of the Basic Services and shall be paid for by Owner in accordance with the Operator's fee schedule set forth hereinabove.

17. Standard of Care. The standard of care of all services performed or furnished by Operator under this Agreement will be the care and skill ordinarily used by operators practicing under similar conditions at the same time and in the same locality.

18. Insurance. Operator shall procure and maintain in effect throughout the duration of the term of this Agreement insurance coverage not less than the types and amounts specified below. The Operator also agrees to furnish the Owner, from time to time and on demand, with suitable evidence that such insurance is in force. In the event that additional insurance, not specified herein, is required by Owner during the course of the services covered by this Agreement, Operator shall supply such insurance and all additional costs shall be borne by Owner. Policies containing a self-insured retention will not be acceptable to Owner. A company with an A- or better rating must issue all insurance policies. All coverage required herein shall list Owner as an additional insured including ongoing operations and completed operations on a primary and non-contributory basis using form CG 20 10 11 85 or its equivalent, and Operator shall maintain all coverage in force continuously without interruption during the term of this Agreement, except as set forth below with respect to tail coverage. In addition, each coverage required herein shall include a waiver of subrogation (where allowable by law).

- (a) Comprehensive General liability insurance on an "occurrence basis," in the amount of at least \$1,000,000.00 per occurrence, with at least a \$2,000,000.00 annual aggregate limit, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverage.
- (b) Automobile Liability insurance in the amount of \$500,000.00 per person and \$1,000,000.00 per occurrence for bodily injury and \$500,000.00 per occurrence for property damage or \$1,000,000.00 combined single limit. Coverage should extend to any auto or owned, hired or non-owned autos.
- (c) Worker's Compensation and Employers Liability in the amount required by law.
- (d) Commercial Umbrella Coverage on all of the foregoing coverage in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate.
- (e) Operator shall maintain in force Pollution Legal Liability policy with limits of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate. In the event that Pollution Liability Coverage is discontinued for any reason by Operator after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.
- (f) Professional Liability Error and Omissions coverage of not less than \$1,000,000.00

per occurrence and \$2,000,000.00 aggregate. In the event that Professional Liability Errors and Omissions coverage is discontinued for any reason after the termination of this Agreement, Operator agrees to procure tail coverage in force continuously without interruption for a period of three (3) years from the date of the termination of this Agreement.

The policies listed above shall include within their certificate an endorsement that the policy may not be canceled until sixty (60) days prior written notice of cancellation has been served upon Owner by registered or certified mail.

Indemnification: Operator shall to the fullest extent of the law defend, indemnify and hold harmless Owner and all of its parent companies, subsidiaries, affiliates and subcontractors, including their respective officers, directors, employees, principals, partners, agents, successors and assigns, (collectively "Indemnitees") from and against any and all actions, suits, arbitrations, administrative proceedings, demands and claims for any and all damages, injunctive or any other relief based on any cause of action whatsoever (sometimes individually "Claim" and sometimes collectively "Claims"), that may be brought or made against, or incurred by, Indemnitees on account of liabilities, damages, losses, cost, expenses, settlements, judgments, awards, and governmental penalties and sanctions, including reasonable attorneys' fees and experts' fees, including those attributable to bodily injury (including death), personal injury and property damage (sometimes individually "Liability" and sometimes collectively "Liabilities"), caused by, arising out of, or contributed to by any negligence, acts, errors, omissions or conduct of Operator, its employees, subcontractors, or agents, related in any way to the performance of any and all services described herein, except to the extent the Claims or Liabilities are determined to have been caused by the negligent or the willful misconduct of the Owner. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Agreement.

Operator shall provide to Owner at execution of this Agreement a certificate of insurance showing all required endorsements and additional insureds.

#### **NOTICES**

20. **Notices**. Any notice, demand, consent, approval, request or other communication, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been delivered (i) on the day personally delivered, (ii) upon receipt if sent by overnight courier, (iii) on the third business day following its mailing by registered or certified mail (return receipt requested), postage prepaid, by deposit in the United States mail, or (iv) on the day received (if received by 5:00 p.m. local time on a business day at the location of the recipient [i.e., any day other than a Saturday or Sunday or Kentucky state (depending on the recipient's location) or federal holiday] and if not so received then on the next business day) if sent by facsimile or electronic transmission with proof of successful transmission.

Owner: BLUE GRASS UTILITY  
OPERATING COMPANY, LLC.  
500 Northwest Plaza Dr., Suite 500

St. Ann, MO 63074  
Attn: Josiah Cox, President  
Phone: (314) 736-4672  
Facsimile: (314) 736-4743  
Email: jcox@cswrgroup.com

Operator: Midwest Water Operations, LLC  
1351 Jefferson Street  
Washington, MO 63090  
Phone: 636-432-2144  
Email: management@midwestwaterop.com

Either party may, by notice given as aforesaid, designate a different address or addresses for notices to be given to it.

### **GENERAL PROVISIONS**

21. Information Provided by Others. Owner shall furnish, at Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. Operator may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

22. Relationship of Parties. The Operator is and will remain for the term of this Agreement an independent contractor completely responsible for its own acts and for the manner in which, and the form by which, it performs this Agreement, and as such shall set its own hours and means and methods and shall not be subject to the supervision and control of the Owner except as to the results obtained. In no event shall the relationship created by this Agreement constitute a joint venture or partnership between the Owner and the Operator. Neither Party is authorized to assume or create any obligation or responsibility on behalf of, or in the name of, the other or bind the other in any manner whatsoever whether as agent, legal representative or otherwise.

23. Third Party Rights. Nothing contained in this Agreement shall be construed to give any rights or benefits to anyone other than Owner and Operator.

24. Waiver. A waiver by either Owner or Operator of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

25. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the



stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

26. Survival. Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

27. Successors and Assigns. Owner and Operator each binds itself and its successors, assigns, and legal representatives to the other party to this Agreement and to the successors, assigns, and legal representatives of such other party in respect to all provisions of this Agreement.

28. Assignment. The Operator shall not assign any rights or duties under this Agreement without the prior written consent of the Owner, which shall not be unreasonably withheld. However, the Owner shall be free to assign the rights and/or duties under this Agreement to any successor in interest by providing written notice to the Operator setting forth the name and contact information for the assignee and the date that the assignment will become effective. Nothing contained in this Section shall prevent Operator from employing independent Operators, associates, and subcontractors to assist in the performance of the Services.

29. Controlling Law. The laws of the State of Kentucky shall govern this Agreement.

30. Anti-bribery, Anti-corruption and OFAC Compliance. The Owner takes a zero-tolerance approach to bribery and corruption. By executing this Agreement the Operator expressly acknowledges that all employees, agents, contractors and sub-contractors of the Operator must at all times comply with all applicable anti-bribery and anti-corruption laws and Operator policies and related procedures in relation to anti bribery and anti-corruption as set out herein or as may be implemented or amended from time to time and which will be made available for review upon request. Operator agrees to comply with the following policies:

- Operator may not provide or receive anything of value to obtain or retain business or favored treatment from public officials; candidates for office; employees of state-owned enterprises; employees or officers of counterparties, clients/customers, or suppliers; any agent of the aforementioned parties; or any other person with whom the Operator does or anticipates doing business.
- The prohibition against providing “anything of value” to obtain or retain business or favored treatment includes improper payments, such as cash bribes or kickbacks, but also may include other direct or indirect benefits and advantages, such as inappropriate gifts, meals, entertainment, charitable contributions, and offers of employment or internships.

In addition, the Owner is committed to combating money laundering, terrorist financing, securities fraud and other financial crimes (collectively “money laundering”) and complying fully with all applicable laws and regulations relating to combating money laundering. The Owner is also committed to complying with economic and trade sanctions administered and enforced by governments and supranational bodies, including, among others, the sanctions programs and

designated sanctions lists administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council, the European Union and Her Majesty's Treasury. Compliance by employees, agents, contractors and sub-contractors of the Operator with all applicable anti-money laundering laws and regulations and sanctions programs and lists (collectively, "AML") is strictly required as a condition of this Agreement. Operator's participation with any employee, agent, contractor and/or sub-contractor of the Owner to engage in money laundering, or to fail to comply with all applicable AML laws, regulations, and Owner's AML policies, will be a breach of this Agreement, and will be cause for immediate termination of this Agreement by the Owner.

31. Executed Counterparts/Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. This Agreement may be executed by a Party's signature transmitted by facsimile or electronic transmission, and copies of this Agreement executed and delivered with facsimile signatures shall have the same force and effect as copies hereof executed and delivered with original signatures. The Parties hereto may rely upon facsimile signatures as if such signatures were originals. The Parties hereto agree that a facsimile signature page may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

32. Further Assurances. From time to time, each Party shall execute and deliver such further documents and shall take such other action as the other Party reasonably may request in order to discharge and perform their obligations and agreements hereunder.

33. Time. Time is of the essence of each provision of this Agreement in which time is an element. Time in which any act provided by this Agreement is to be done shall be computed by excluding the first day and including the last, unless the last day is a Saturday, Sunday or legal holiday under the laws of the States of Kentucky or the United States of America, and then it is also excluded. Unless the context otherwise requires, all periods terminating on a given day, period of days, or date shall terminate at 5:00 p.m. Central Time on that day or date and references to "days" shall refer to calendar days.

34. Attorneys' Fees. In the event of any legal proceeding between the Parties arising out of the subject matter of this Agreement, in addition to any other award to which it shall be entitled, the prevailing party shall be entitled to an award for the reasonable attorneys' fees and costs incurred by its in connection with such proceedings.


35. Entire Agreement. This Agreement, and all attachments hereto, is the entire Agreement between Owner and Operator. It supersedes all prior communications, understandings and agreements, whether oral or written. The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement. Amendments to this Agreement must be in writing and signed by both the Owner and the Operator.

36. Payments. It is further mutually agreed between the parties hereto, that no payment made under this Agreement shall be deemed as conclusive evidence of the performance of this Agreement, either in whole or in part, and that no payment shall be construed to be an acceptance of defective work or improper performance or materials.

**IN WITNESS WHEREOF**, Owner and Operator have executed this Agreement, effective on the date first above written.

**OWNER:**

BLUE GRASS WATER UTILITY  
OPERATING COMPANY, LLC

By  \_\_\_\_\_  
Joshali Cox [Dec 3, 2020 14:14 CST]

Title: President

**OPERATOR:**

MIDWEST WATER OPS, LLC

By  \_\_\_\_\_

Title: Vice President

**EXHIBIT A**  
**Operator Services – Wastewater**

1. Maintain all required certificates, licenses and approvals required by the governing authorities to operate the Facilities;
2. Make minimum of 3 (for mechanical plants) or 1 (for lagoons) weekly visits to the treatment facility to monitor the operation of the Facilities in order to assure the Facilities are in compliance with all required standards of the governing authorities and those set forth in this Agreement or any attachments hereto;
3. Perform weekly inspections of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
4. Perform monthly, quarterly, semiannual, annual duties of the Facilities' components as described in the CMMS (computerized maintenance management system) or as needed to meet manufacturers' specifications and recommendations.
5. Maintain all facility records included in CMMS;
6. Perform all routine scheduled work orders generated through CMMS;
7. Prepare and file the necessary reports to government regulators to maintain regulatory compliance and provide copy of same to Owner;
8. Obtain the sampling requirements for testing by the government regulators and/or the Owner;
9. Contact appropriate laboratories to provide adequate testing and reporting services for Owner;
  - a. Provide all test results to the Owner as early as possible.
  - b. Notify the Owner immediately via Email and Phone of any test results that are outside of regulatory or permit limits, represent a potential for a Notice of Violation, could result in a fine from a Regulatory agency, or could cause a negative impact on the public.
10. Contact and direct appropriate contractors to make repairs to the system as needed for operation.
11. Monitor all of the Facilities' system alarms and remote controls and contact Owner in the event of an alarm;
12. Maintain a 24-Hour 7 day per week maintenance and emergency service phone line for customer utility service disruption events;
13. Must respond to all customer calls and notifications within a 2-hr period of receiving call or notification;
14. Provide a 24-Hour on-call emergency utility service response for operations;
15. Perform Utility Locates;
16. Perform Operation and Maintenance Tasks (tracked via work orders in the CMMS system), for time and material, which may include but are not limited to:
  - a. Sewer main, or manhole repair and maintenance
  - b. Service and utility construction inspections
  - c. Sewer main flushing, rodding, or jetting
  - d. Lift station maintenance and repair
  - e. Cleaning and vacuuming of manholes

- f. Lagoon repair/maintenance requiring excavating equipment (e.g. backhoe, loader, etc.)
- g. Mowing and trimming of plant, lagoon and right of way areas
- h. Chemical application to lagoon cells
- i. Fence repair & upkeep
- j. Sewer main video inspection and recording
- k. Sewer main repair and/or replacement
- l. Customer service issues requiring action on behalf of the utility
- m. Pavement repairs
- n. Items identified during start-up by Operator as inoperable or concerning conditions of the facility that would affect treatment performance. Owner to review items and grant approval prior to repair work beginning.



\*\*Licensor Confidential\*\*

APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into between Starnik Systems Inc. ("Licensor"), a Texas Corporation with its principal place of business located at 7820 Orlando Avenue, Lubbock, TX 79423, USA, and Central States Water Resources, Inc., ("Licensee") a Missouri Corporation with its principal place of business located at 500 Northwest Plaza Dr., Suite 500, St. Ann, MO 63074 and will be effective as of September 01, 2019, (the "Effective Date").

Each of the following documents is hereby incorporated by reference in this Agreement:

i. Licensor's General Terms and Conditions found at https://www.starnik.net/information/legal\_general\_terms.html as of the date of your signature below, including any addenda referenced therein (the "General Terms and Conditions") except that Section 5A shall read as follows: The initial term of this Agreement will commence on the Effective Date and will continue for a period of three (3) years. Thereafter, this Agreement will automatically renew for successive three (3) year periods unless either party gives the other party, not fewer than thirty (30) days before the end of the then-current period, notice of its intent not to renew, or unless terminated earlier as set forth below.

ii. Exhibit A - Initial Order Form, attached

iii. Schedule 1 - Pricing Schedule as of the Effective Date, attached

1. Entire Agreement

This Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements, proposals, negotiations, representations or communications relating to that subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein. The terms of any purchase order or any pre-printed or other forms (except Order Forms as specified herein) provided by Licensee either before or after the Effective Date shall not apply to this Agreement or to any Licensed Materials or Services provided hereunder.

2. Counterparts

This Agreement may be executed in multiple counterparts (which may be delivered by facsimile or electronic transmission, such as electronic mail), each of which shall be deemed an original and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Licensor: Starnik Systems Inc.

By: Balu Viswanathan  
Name: BALU Viswanathan  
Title: CEO  
Date: 8-6-2019

Contact Information for Notices:

Address: 7820 Orlando Avenue  
Lubbock, Texas 79423

Telephone: 806-792-9863

Electronic Mail: balu@starnik.com

Licensee: Central States Water Resources, Inc.

By: J Cox  
Name: JOSIAH COX  
Title: PRESIDENT  
Date: 8/6/19

Address: 500 NORTHWEST PLAZA  
SUITE 500, ST ANN MO 63074

Telephone: 314-736-4672

Electronic Mail: JCOX@CSWRGROUP.COM

**CONFIDENTIAL**



\*\*Licensor Confidential\*\*

EXHIBIT A  
INITIAL ORDER FORM

THIS INITIAL ORDER FORM is entered into under the terms of that certain Application Services Agreement between Starnik Systems Inc. ("Licensor"), a Texas Corporation with offices at 7820 Orlando Avenue, Lubbock, TX 79423, USA, and the "Licensee" specified below dated as of the date specified below ("The Agreement").

Payment Terms: Fees will NOT be invoiced. The total amount of order for the first subscription period is due with delivery of this initial Order Form and subsequent fees are payable in advance by the 25th day of the month prior to the commencement of the Subscription Period to: Starnik Systems Inc., 7820 Orlando Avenue, Lubbock, TX 79423

Effective Date of Agreement: September 01, 2019

Software:

- UtilityTrakR Core Module
- UtilityTrakR Premium Customer Portal
- UtilityTrakR Collections Module
- UtilityTrakR FastPay/AutoPay Module
- UtilityTrakR Document Management Module
- UtilityTrakR Mass Notification Module

Subscription Period (for payment purposes only): Annual (Actual Term of the Agreement is for 3 years)

Total number of units (premises); minimum of 10,000: 10,000

	Price / Unit	Total	
<b>Initial License Setup Fee (One time):</b>			
Setup Fees for initial units for the licenses shown below		\$	
One-Time Discount for Initial Setup		\$	
<b>Total Setup Fees for Initial Units:</b>		\$	
First installment of Setup Fee due on or before July 31st, 2019:		\$	
Second installment of Setup Fee due on or before October 1st, 2019:		\$	
	Units	Annualized Price/Unit	Annual Total
<b>Software License Fees (Annual)</b>			
Hosting, servers, backups, upgrades, support, service fee (minimum \$7,800 per year):	10,000	\$	\$
UtilityTrakR Core Module (CIS, Billing):	10,000	\$	\$
UtilityTrakR Premium Customer Portal: (minimum \$6,000 per year)	10,000	\$	\$
UtilityTrakR Collections Module: (Waived the first 2 years)	10,000	\$	Waived
FastPay/AutoPay Module - Base Fee:	Fixed Price	Fixed Price	Waived
FastPay/AutoPay Module - License Fee:	10,000	\$	\$
UtilityTrakR Document Management System - Base Fee:	Fixed Price	Fixed Price	Waived
UtilityTrakR Document Management Storage (sold in 1,000 MB blocks):	1,000 MB	\$	\$
UtilityTrakR Mass Notification Module license fee:		Fixed Price	\$
Additional campaign fees to be billed upon usage:			
Fee per campaign:			
Fee per text sent:			
Fee per email sent:			
Fee per minute for voice messaging:			
<b>Total annual license fee:</b>			\$
<b>Total due on or before July 31, 2019 (Annual license fee and 50% of Setup Fee):</b>			\$
<b>Balance of Setup Fee due October 1, 2019:</b>			\$

NOTE:

Fees are non-cancelable for the term of the Agreement and sums paid are non-refundable, except as expressly stated in the Agreement. Licensee may request an increase in Licensed Units in blocks of 500. Setup fees will apply for new units and annual license fees will be changed to reflect the increase in licensed units. Initial license fees for the additional units will be prorated quarterly and payable in advance. Receipt printers are not included.

ACCEPTED AND AGREED:

Licensor: Starnik Systems Inc.  
 By: Balu Viswanathan  
 Name: Balu Viswanathan  
 Title: CEO  
 Date: 8-6-19

Licensee: Central States Water Resources, Inc.  
 By: [Signature]  
 Name: JOSEPH COX  
 Title: PRESIDENT  
 Date: 8/6/19

7820 Orlando Avenue, Lubbock TX 79423  
 Tel: 806-792-9863; [www.starnik.com](http://www.starnik.com)  
 Page 2 of 3

W03 179560001/tom/1571757/v3

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**SCHEDULE 1  
PRICING SCHEDULE**

Setup, License and Other fees to access the following:

- UtilityTrakR Core Module
- UtilityTrakR Premium Customer Portal
- UtilityTrakR Collections Module
- UtilityTrakR FastPay/AutoPay Module
- UtilityTrakR Document Management Module
- UtilityTrakR Mass Notification Module

		<b>Total</b>
<b>License Setup Fees (One time):</b>		
UtilityTrakR Core Module, Premium Customer Portal, Collections Module, AutoPay/FastPay, Document Management Module, and Mass Notification Module	Price per unit:	\$ [REDACTED]
<b>License Fees (Annual):</b>		
Hosting, servers, backups, upgrades, support, service fee (\$7,800 minimum per year):	Price per unit:	\$ [REDACTED]
UtilityTrakR Core Module (sold in 500 unit blocks)	Price per unit:	\$ [REDACTED]
Special customer discount for units greater than 100,000	Discount per unit:	\$ [REDACTED]
UtilityTrakR Premium Customer Portal: (minimum \$6,000 per year)	Price per unit:	\$ [REDACTED]
UtilityTrakR Collections Module:	Price per unit:	\$ [REDACTED]
UtilityTrakR FastPay/AutoPay Module - Base Fee:	Fixed:	\$ [REDACTED]
UtilityTrakR FastPay/AutoPay Module - License Fee:	Price per unit:	\$ [REDACTED]
UtilityTrakR Document Management System - Base Fee:		\$ [REDACTED]
UtilityTrakR Document Management Storage (sold in 1,000 MB blocks):	1,000 MB	\$ [REDACTED]
UtilityTrakR Mass Notification Module license fee:	Fixed:	\$ [REDACTED]
Additional campaign fees to be billed upon usage:		
Fee per campaign:		[REDACTED]
Fee per text sent:		[REDACTED]
Fee per email sent:		[REDACTED]
Fee per minute for voice messaging:		[REDACTED]

Fees for other Services and Modules available on request.

**NOTES:**

1. All Fees are quoted in U.S. dollars.
2. Setup fees for additional licenses are due when additional licenses are requested.
3. This Pricing Schedule and all Fees quoted herein are subject to change from time to time as provided in Starnik's agreements with its customers.
4. THIS IS NOT AN ORDER FORM. Prospective customers must enter into an agreement with Starnik and submit an Order Form as provided in that agreement in order to subscribe to any software or order any services.
5. Price per unit will apply to all licensed units.

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**Request**

15. Provide a copy of any and all bills of invoices for the last five years from any person or entity retained to perform billing or customer service for or on behalf of Bluegrass Water and any person or entity retained to operate Bluegrass Water's utility plant.

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**Response**

Such bills and invoices exist only for the last 15-16 months, because Bluegrass Water's first acquisition and operation of utility facilities was in September 2019.

Copies of 38 invoices from Midwest Water Operations LLC are attached to this Response as KY2020-00290\_BW\_15- KY2020-00290\_BW\_62.

Copies of 15 invoices from Nitor Billing Services are attached to this Response as KY2020-00290\_BW\_63- KY2020-00290\_BW\_77.

Invoices from Starnik Systems, Inc. (see Response to 1 PSC 14) are to Central States Water Resources, Inc. and are not specific to Bluegrass Water.



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1055 - C

Bill To

---

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 CK# 1098

Project
KY-Airview Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
	1	<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for January 2020</del>	<del>4,133.00</del>	<del>4,133.00</del>
11/4/2019	11	Jetter Unit Operator	Jetted sewers at Airview. AG	180.00	1,980.00
11/4/2019	13	Non-contract (Expert ...	Airview, mobilize for lift station repair, purchase supplies. JR	100.00	1,300.00
11/4/2019	1	Non-contract (Operat...	Cleaned brush and trash up out of work site. ZW	70.00	70.00
11/5/2019	10	Jetter Unit Operator	Jetted sewers due to customer complaint and investigate. AG	180.00	1,800.00
11/5/2019	3	Non-contract (Operat...	Worked on pumps at lift station, installed walk grating at plant, tighten and aligned belts on blowers AG	70.00	210.00
11/5/2019	13	Non-contract (Expert ...	Pulled both pumps, impeller on 2 is inoperable, search for replacement, cleaned out wet well, verified well depth, lowered floats to below collection piping, installed 1 new walk grating by clarifier, side by side chlorine test instruments. JR	100.00	1,300.00
11/5/2019	5	Jetter Operator	Line cleaning and repair- Jetted sewer due to customer complaints and investigated. ZW	70.00	350.00
11/5/2019	7.5	Non-contract (Operat...	Worked on lift station repairs and assisted Jon. ZW	70.00	525.00
11/5/2019	10	Jetter Operator	Line cleaning and repair- Jet sewer lines at Airview due to customer complaint and investigate. CN	70.00	700.00
11/7/2019	3.5	Non-contract (Operat...	Cleared trees, trash and brush from work site. ZW	70.00	245.00
11/7/2019	7.5	Non-contract (Operat...	Cleared trees, trash and brush from work site. ZW	70.00	525.00
11/7/2019	0.5	Non-contract (Operat...	Land clearance around plant. CN	70.00	35.00
11/7/2019	13	Non-contract (Operat...	Land clearance around plant. CN	70.00	910.00
11/11/2019	2	Non-contract (Operat...	Gathered trash and loaded to take to dumpster kc	70.00	140.00
11/12/2019	0.5	Non-contract (Operat...	Picked up heater for building kc	70.00	35.00
11/13/2019	3	Non-contract (Operat...	Assist ELK septic while repairing locating a sewer line kc	70.00	210.00
11/14/2019	2	Capital Project	Working on disinfecting system kc	70.00	140.00
11/15/2019	2	Capital Project	Installation of disinfecting system and checked on contractor. Kc	70.00	140.00
11/26/2019	1	Non-contract (Operat...	Collect and delivered effluent samples to Beckmar, kc	105.00	105.00
11/30/2019	1.5	Non-contract (Operat...	Go to site for emergency call out due to excessive rain, coordinate manhole overflow with staff, kc	70.00	105.00
	10	Vehicle Use Reimb Group	Vehicle Use	35.00	350.00
9/18/2019			Willis Klein-Order No. 51615020, 19/18/2019, tm	130.27	130.27
9/19/2019			Core & Main-Invoice L220736, 09/19/2019, tm	358.76	358.76
10/17/2019			Advanced Automotive Services & Repair LLC-Recycling Fee, 10/17/2019, kc	50.00	50.00

**Total** 4,133.00

KY2020-00290\_BW\_0015



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1056 -C

1-3-2020  
JA

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 CK# 1098

Project
KY-Brocklyn Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
		<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
		<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for January 2020</del>	<del>4,133.00</del>	<del>4,133.00</del>
11/5/2019	4	Non-contract (Expert ...	Got materials to replumb pump line to contact tank so it would not freeze this winter. JA	100.00	400.00
11/9/2019	5	Non-contract (Expert ...	Removal of old blower, rough in of new blower, connecting parts list, voltage verification for effluent pump panel, solicited additional sludge quote. JR	100.00	500.00
11/12/2019	4	Non-contract (Operat...	Cleaned work site, Scrubbed blower housing unit. zw	70.00	280.00
11/13/2019	1	Non-contract (Expert ...	Zach and I cut up old wood laying around area and hauled to LH. JA	100.00	100.00
11/13/2019	4	Non-contract (Operat...	Cleaned blower plate/housing unit cut up and hauled away wood from site. zw	70.00	280.00
11/18/2019	3	Non-contract (Operat...	Went to Brocklyn to unlock the gate for pumps. Locked it back when they left. ZW	70.00	210.00
11/19/2019	1	Non-contract (Operat...	Zach and I cut and cleaned up old electrical conduit and hauled to LH dumpster. JA	70.00	70.00
11/19/2019	3	Non-contract (Operat...	Cut wood metal pipes and removed them from facility. Cleaned trash and outside debris. Zw	70.00	210.00
11/20/2019	1	Non-contract (Expert ...	Zach and I cut bushes and trees out of fence. JA	100.00	100.00
11/20/2019	3	Non-contract (Operat...	Cut brush with loppers from outside the fence. Cleaned back of site zw	70.00	210.00
11/25/2019	1	Non-contract (Expert ...	Cleaned up limbs and bushes we cut last week. JA & ZW	100.00	100.00
11/26/2019	4	Non-contract (Operat...	Cleaned fence line of overgrown trees and vines with loppers, Cut larger pieces of wood with chainsaw for moving. hosed tank raked blowers zw	70.00	280.00
11/27/2019	2	Non-contract (Expert ...	Rain last night high flow SSO at plant on arrival 10am cut aeration off cleaned area put lime around area affected turned aeration back on at 11:30 SSO had stopped. Then had to fill out overflow report and send to state JA	100.00	200.00
11/27/2019	4	Non-contract (Operat...	Continued to cut brush and wood along fence line. Tried to mulch up problem limbs and vines. Zw	70.00	280.00
11/29/2019	6	Non-contract (Operat...	Picking up and unloaded brush. (Took two trips), ZW	70.00	420.00
11/30/2019	3	Non-contract (Operat...	Went to turn off blower because of excessive rain. Inspect plant for heavy rains, zw	70.00	210.00
12/1/2019	3	Non-contract (Operat...	Went to turn blower back on but water was still overflowing zw	70.00	210.00
	13	Vehicle Use	Vehicle Use	35.00	455.00
9/18/2019		Reimb Group	Willis Klein-Order No. S1615029, 09/18/2019, tm	94.46	94.46
<b>Total</b>					

\$4133.00



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1057-C

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 CK# 1028

*1-3-2020*  
*A*

Project
KY-Fox Run Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for December 2019	4,133.00	4,133.00
	1	KY-Bluegrass Operati...	Contract Operational Services for January 2020	4,133.00	4,133.00
11/7/2019	1	Capital Project	Working on capital design for repairs to lift station, TM	70.00	70.00
11/8/2019	7	Non-contract (Expert ...	Remove old blower, rough in of new blower, solicited Contractor for lift station repair/ replacement review impeller quote and forwarded for approval, JR	100.00	700.00
11/8/2019	1.5	Non-contract (Expert ...	Zach and I cleaned up old pumps and blowers, bags of sand and pvc hauled back to LH dumpster. JA	100.00	150.00
11/8/2019	4	Non-contract (Operat...	Cleared trash and metal. Hauled to dumpster picked up second load. ZW	70.00	280.00
11/11/2019	3	Non-contract (Expert ...	Confirm blower shaft diameter and required sheaves, located vender, placed sheave and insert on order. JR	100.00	300.00
11/11/2019	4	Non-contract (Operat...	Loaded and hauled trash from site. zw	70.00	280.00
11/12/2019	2	Non-contract (Operat...	Loaded and hauled wood from job site. ZW	70.00	140.00
11/13/2019	1	Non-contract (Expert ...	Meeting on lift station rebuild, and global search for planning. TM	100.00	100.00
11/13/2019	1	Non-contract (Expert ...	Zach and I cleaned up old wood inside fenced area and hauled to LH. JA	100.00	100.00
11/13/2019	2	Non-contract (Operat...	Cleaned brush hauled wood and trash. ZW	70.00	140.00
11/20/2019	1	Non-contract (Expert ...	Zach and I cut up old stump and wood inside the fence and hauled to LH. JA	100.00	100.00
11/20/2019	2	Non-contract (Operat...	Cut wood to make it moveable. Removed it. Cut down stump, Cut down few problem limbs, Consolidated brush, zw	70.00	140.00
11/21/2019	0.5	Non-contract (Expert ...	Customer complaint 104 Hunter Trace Robert Engle sewerage back up in bath tub and commode yesterday, I checked the down stream MH from his house and there was a root ball in the down stream invert got it out. JA	100.00	50.00
11/26/2019	2	Non-contract (Expert ...	Cleaned up old pipes buckets and metal hauled to LH dumpster. JA & ZW	100.00	200.00
11/26/2019	2	Non-contract (Operat...	Cleaned clarifier, Cut limbs and mulched up brush, Cleaned wood and trashed parts, Removed broken pipes took and dumped. Zw	70.00	140.00
11/27/2019	1	Non-contract (Expert ...	Zach and I cut up old boards and tree limbs loaded up old pvc pipes in his truck and he hauled to dump. JA	100.00	100.00
11/27/2019	2	Non-contract (Operat...	Removed trash old buckets filled with sand, chopped up previously cut limbs and loaded my truck to haul away. zw	70.00	140.00
12/1/2019	0.5	Non-contract (Expert ...	Coordinate with staff to check Fox Run SSO had stopped, complete report and emailed the state. JA	100.00	50.00

**Total \$4133.00**



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1058 - <b>B</b>

**MIDWEST**  
W A T E R

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 GK# 1098

Project
KY-Golden Acres Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
		<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
	1	KY-Bluegrass Operati...	Contract Operational Services for January 2020	4,133.00	4,133.00
<p><i>STR</i> 12-26-19</p>					
<b>Total</b>					<del>8,266.00</del>

**\$4,133.00**



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1059 - C

Bill To

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CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 GK# 1098

Project
KY-Great Oaks Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for December 2019	4,133.00	4,133.00
	1	KY-Bluegrass Operati...	Contract Operational Services for January 2020	4,133.00	4,133.00
11/5/2019	1	Non-contract (Expert ...	Working with Zak on Mission unit settings for lift station. Will need to adjust amp setting. TM	100.00	100.00
11/10/2019	4	Non-contract (Operat...	Attempt to pull main pump with rigging/crane at lift station.-could not succeed. Back spun pump to lower amps. Acquired and installed heat trace /insulation wrap on primary force main and secondary force main above ground. SR	70.00	280.00
11/17/2019	1	Non-contract (Operat...	Repair airlift to improve functioning to reduce clogging issues of lift. SR	70.00	70.00
11/20/2019	1	Non-contract (Operat...	Returns stopped up with leaves and debris. Flush and clear. SZR	70.00	70.00
11/23/2019	1	Non-contract (Operat...	Both return pumps no operational. Flush and clear leaves. SZR	70.00	70.00
	5	Vehicle Use	Vehicle Use	35.00	175.00
	1	Sludge Hauling Services Reimb Group	Sludge Hauling Services	1,150.00	1,150.00
10/28/2019			The Home Depot-Supplies, 10/28/2019, sr	99.12	99.12
11/9/2019			The Home Depot-Materials, 11/09/2019, sr	209.75	209.75
11/18/2019			Henry A. Petter Supply Co.-Supplies, 11/18/19, tt	164.37	164.37
11/19/2019			Fastenal-Supplies, 11/19/2019, sr	14.58	14.58
			Total Reimbursable Expenses		487.82
			Markup	5.00%	24.39
			Total Reimbursable Expenses		512.21
				<b>Total</b>	\$10,693.21

*ZK*  
 12-26-19



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1060-C

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 GK# 1098

Project
KY-Kingswood Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
		<del>UV-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
11/7/2019	1	KY-Bluegrass Operati...	Contract Operational Services for January 2020	4,133.00	4,133.00
	3	Non-contract (Operat...	Replaced toilet in blower room. Changed light bulbs and ballast in blower room. Changed blower oil in both blowers. Changed out u v light bulbs at effluent at plant. Moved new blowers to appropriate plants AG	70.00	210.00
11/7/2019	10	Non-contract (Operat...	Replaced toilet in blower room. Changed light bulbs and ballast in blower room. Changed blower oil in both blowers. Changed out UV light bulbs at effluent at plant. Moved new blowers to appropriate plants AG	70.00	700.00
11/7/2019	2	Non-contract (Operat...	Making repairs to UV kc	70.00	140.00
11/7/2019	2	Non-contract (Operat...	Organized and loaded equipment that was delivered to my house and took to Kingswood for installation kc	70.00	140.00
11/7/2019	1.25	Non-contract (Operat...	Changed UV bulbs. kc	70.00	87.50
11/7/2019	6	Non-contract (Expert ...	Trouble shoot blower building lights, installed new ballasts and bulbs, changed blower oil, trouble shoot blower control, gathered part numbers for motherboard. JR	100.00	600.00
11/11/2019	4	Non-contract (Expert ...	Trouble shoot UV system, identify part numbers, ordered replacement ballast jr	100.00	400.00
11/14/2019	1	Non-contract (Operat...	Clean up site and haul away debris/trash. kc	70.00	70.00
11/15/2019	1	Non-contract (Operat...	Help load trash to big for the dumpster. KC	70.00	70.00
11/15/2019	4	Non-contract (Operat...	Unloaded pumps, Loaded what trash wouldn't take in truck to take to dump. Worked on grate for catwalk. zw	70.00	280.00
11/16/2019	1	Non-contract (Operat...	Took scrap from Kingswood to dump. Zw	70.00	70.00
11/20/2019	1.5	Non-contract (Operat...	Picked up cinderblocks to make mower ramp at Kingswood. Zw	70.00	105.00
11/21/2019	1	Non-contract (Operat...	Unloaded and stacked blocks for future ramp. Zw	70.00	70.00
11/22/2019	6	Non-contract (Operat...	Worked with Andy and Mike with light system. Worked with Andy and Mike at lift station. We adjusted the floater lengths pulled up pump1 discovered it was airlocked our it back together and lowered it. Needs new 40 watt bulb. ZW	70.00	420.00
11/25/2019	4	Non-contract (Operat...	Attempted to pick up ballast for Kingswood, Went to Persimmon to pick up cinder blocks for ramp, Unloaded blocks at Kingswood. Zw	70.00	280.00
11/30/2019	1.5	Non-contract (Operat...	Evaluating the lift station that was in alarm due to high rains, kc	70.00	105.00
	10	Vehicle Use	Vehicle Use	35.00	350.00
	1	Sludge Hauling Services Reimb Group	Sludge Hauling Services	2,300.00	2,300.00

12/30/19

**Total \$4,133.00**



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1061-C

Bill To

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CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 CK# 1098

*JW*  
*1-3-2020*

Project
KY-Lake Columbia Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
		<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
	<u>1</u>	<u>KY-Bluegrass Operati...</u>	<u>Contract Operational Services for January 2020</u>	<u>4,133.00</u>	<u>4,133.00</u>
11/6/2019	0.75	Non-contract (Expert ...	Meeting with Utility Cloud on the issues of work orders after time change. TM	100.00	75.00
11/6/2019	13	Jetter Unit Operator	Jetted sewers and plant returns at Lake Columbia. AG	180.00	2,340.00
11/6/2019	5	Non-contract (Operat...	Tree clean up. kc	70.00	350.00
11/6/2019	13	Non-contract (Expert ...	Coordinate sludge removal , pulled aeration headers, cleared blockages in headers, coordinate power company for tree removal, met with DNR, removed header remains from bottom of aeration tank, removed effluent aeration header. JR	100.00	1,300.00
11/6/2019	12	Capital Project	Cleaned work site at Columbia. Cleared pipes from tank. Removed brush, cut trees, cleaned perimeter. Bagged and removed trash from Columbia. ZW	70.00	840.00
11/6/2019	13.5	Jetter Operator	Line cleaning and repair, Jetted sewers and plant returns at Lake Columbia. CN	70.00	945.00
11/7/2019	1	Non-contract (Expert ...	Removed return activated sludge line due to lack of function, built new return line, installed line, install temporary leaf guard on bar screen and Chlorine contact chambers, solicited quote Airview collection repairs. JR	100.00	100.00
11/7/2019	6	Non-contract (Expert ...	Removed return activated sludge line due to lack of function, built new return line, installed line, install temporary leaf guard on bar screen and Chlorine contact chambers, solicited quote Airview collection repairs. JR	100.00	600.00
11/8/2019	6	Non-contract (Expert ...	Prepare site for effluent line installation, secured sheet metal housing on blower, removal of disconnect electrical line. JR	100.00	600.00
11/9/2019	5	Non-contract (Expert ...	Assembled parts list for blower tuneup, effluent aeration header, effluent discharge line, acquired parts. JR	100.00	500.00
11/10/2019	10	Non-contract (Expert ...	Aligned belt sheaves on blowers, install missing bolts, removed unused electric components, manufactured new effluent aeration header and installed, reinforced temporary leaf guard, installed new effluent pipe, installed temporary electrical plug, new blower filter installed. JR	100.00	1,000.00
11/11/2019	4	Non-contract (Expert ...	Verified return sludge lines are operating, verified belt number, ordered new replacement belt. Jr	100.00	400.00
11/15/2019	2	Non-contract (Operat...	Work on clogged return line and added root kill to manholes kc	70.00	140.00
11/30/2019	1	Non-contract (Operat...	Change facility setup due to high rains to avoid washout, kc	70.00	70.00
	8	Vehicle Use	Vehicle Use	35.00	280.00

**Total** \$4133.00





Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1062-C

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 11/1/20  
 DT PD 1/28/20 CK# 1098

Project
KY-LH Treatment Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
		<del>KY-Bluegrass Operati...</del>	<del>Contract Operational Services for December 2019</del>	<del>4,133.00</del>	<del>4,133.00</del>
	<u>1</u>	<u>KY-Bluegrass Operati...</u>	<u>Contract Operational Services for January 2020</u>	<u>4,133.00</u>	<u>4,133.00</u>
11/5/2019	1	Non-contract (Expert ...	Research and work with Brenda on a sewer tap request. Found out an agreement was made that was and is not in the tariff, Todd and Stacy was the only people aware of this. TM	100.00	100.00
11/8/2019	14	Jetter Unit Operator	Jettered sewers at LH. AG	180.00	2,520.00
11/8/2019	13.75	Jetter Unit Operator	Jettered sewer lines at LH. CN	180.00	2,475.00
11/9/2019	13	Jetter Operator	Line cleaning and repair, Jettered sewers at LH. AG	70.00	910.00
11/9/2019	12	Jetter Unit Operator	Jet sewer lines at LH. CN	180.00	2,160.00
11/10/2019	13	Jetter Unit Operator	Jettered sewers at LH. AG	180.00	2,340.00
11/10/2019	12	Jetter Unit Operator	Jet sewer lines at LH. CN	180.00	2,160.00
11/11/2019	14	Jetter Operator	Line cleaning and repair, Jetter services. AG	70.00	980.00
11/11/2019	13	Jetter Unit Operator	Jetter services. CN	180.00	2,340.00
11/13/2019	1	Non-contract (Expert ...	Replaced broken hose bib in building. JA	100.00	100.00
11/18/2019	1	Non-contract (Expert ...	Winterized RPZ installed new heat tap and wrap insulation. JA	100.00	100.00
11/19/2019	2	Non-contract (Expert ...	Inspected a SS Tap 4" x 8" on clay tile line at 1023 Fairway Dr. I have photos if needed. JA	100.00	200.00
11/19/2019	3	Non-contract (Operat...	Cut pipes and metal, Threw away trash from outside fence hosed facility zw	70.00	210.00
11/30/2019	1	Non-contract (Expert ...	Called out to 2023 Longview Dr. Sewer coming out of MH in there yard. Coordinate with home owner and coordinate cleanup for tomorrow. JA	100.00	100.00
11/30/2019	2	Non-contract (Operat...	Turned off blowers zw	70.00	140.00
12/1/2019	1.5	Non-contract (Expert ...	Cleaned up around MH at 2023 Longview Dr. Checked plant SSO had stopped. Complete report for the SSO and sent to state. JA	100.00	150.00
	10	Vehicle Use Reimb Group	Vehicle Use	35.00	350.00
11/1/2019			Lowe's-Supplies, 11/01/2019, ja (receipt total \$114.48)	97.54	97.54
11/13/2019			Lowe's-Supplies, 11/13/2019, ja	40.74	40.74
12/2/2019			USA BlueBook-Invoice 069240, 11/18/2019 (invoice total \$52.89)	26.45	26.45
			Total Reimbursable Expenses		164.73
			Markup	5.00%	8.24
			Total Reimbursable Expenses		172.97

**Total**

\$25,773.97

*JK*  
 12-26-19

\$4133.00

KY2020-00290\_BW\_0022



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
12/3/2019	1063 - C

Bill To

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CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 12/4/19 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 1/1/20  
 DT PD 1/28/20 CK# 1098

Project
KY-Persimmon Ridge Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for December 2019	4,133.00	4,133.00
	1	KY-Bluegrass Operati...	Contract Operational Services for January 2020	4,133.00	4,133.00
11/5/2019	4	Non-contract (Operat...	Tree removal and unloaded a delivery for Jon kc	70.00	280.00
11/15/2019	3.5	Non-contract (Operat...	Removed cinderblocks from site zw	70.00	245.00
11/30/2019	2.5	Non-contract (Operat...	Silence the alarms at three lift stations one was overflowing, inspect 3 lift station for operation, called it in to EPA ,KC	70.00	175.00
	3	Vehicle Use Reimb Group	Vehicle Use	35.00	105.00
11/12/2019			Rural King-Heater, 11/12/19, kc (receipt total \$116.47)	19.07	19.07
			Total Reimbursable Expenses		19.07
			Markup	5.00%	0.95
			Total Reimbursable Expenses		20.02

ST  
 12-26-19

	<b>Total</b>	\$9,091.02
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4,133.00



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
1/6/2020	1108-B

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020*  
*SA*

Project
KY-Airview Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/3/2019	0.5	Non-contract (Operat...	Paperwork for SSO. KC	70.00	35.00
12/3/2019	5	Non-contract (Expert ...	Confirmed impellers are correct, reviewed connecting hardware, order mechanical seals for installation of lift station impeller project. Jr	100.00	500.00
12/4/2019	6	Non-contract (Operat...	Moved rocks to drive way, tried to make easement not so easy to get stuck in and moved brush. zw	70.00	420.00
12/5/2019	5	Jetter Unit Operator	Sewer jetting Airview. AG	180.00	900.00
12/5/2019	8	Jetter Unit Operator	Sewer jetting Airview. AG	180.00	1,440.00
12/5/2019	4.02	Non-contract (Expert ...	Removed old blower pump, removed old conduit runs, disconnect live power from old control panel, inspected sewer main repairs, review new sewer main issue, installed new grating far side of clarifier. Jr	100.00	402.00
12/5/2019	3.48	Non-contract (Expert ...	Removed old blower pump, removed old conduit runs, disconnect live power from old control panel, inspected sewer main repairs, review new sewer main issue, installed new grating far side of clarifier. Jr	100.00	348.00
12/5/2019	4	Jetter Operator	Jetter sewer lines. GN	70.00	280.00
12/5/2019	8.5	Jetter Operator	Jetter sewer lines. GN	70.00	595.00
12/6/2019	12	Capital Project	Helped Install new conduit breakers box and rewired clarifier. Fixed backflow into digester from aeration basin. Mounted WAS return line into digester. Leveled and mounted RAS line into aeration basin. AG	70.00	840.00
12/6/2019	11	Non-contract (Expert ...	Mobilize for repairs, pickup parts, disconnect unneeded power, remove and conduit, install work walk grating. Jr	100.00	1,100.00
12/6/2019	3	Capital Project	Loaded trash from Jon and Andrew into truck to take to dumpster. Zw	70.00	210.00
12/6/2019	12	Capital Project	Brush cutting and plant construction. CN	70.00	840.00
12/7/2019	12	Capital Project	Remove old electric boxes, helped rewire clarifier. Installed new safety rail around open catwalk. Fabricated new air header and installed. Replace rubber belting on clarifier. AG.	70.00	840.00
12/7/2019	7	Non-contract (Expert ...	Removed old antiquated control box, relocated/ upgraded wiring for clarifier pivot, added breaker protection to effluent pump, installed temporary digester decant pump, fixed hole digester/ aeration wall. Jr	100.00	700.00
12/7/2019	7	Non-contract (Operat...	Picked up tools and pipe pieces for Jon. Grabbed iron grate for Columbia and more trash. Delivered trash to Kingswood dumpster and iron grate to Columbia. Zw	70.00	490.00
12/7/2019	12	Capital Project	Plant construction. CN	70.00	840.00
12/11/2019	9.5	Non-contract (Operat...	Pulled rebuilt and reinstalled both pumps at lift station. AG	70.00	665.00
12/11/2019	10.5	Non-contract (Expert ...	Replacement of upper and lower seals, installation of new impeller and hardware on pumps 1 and 2. Jr	100.00	1,050.00
<b>Total</b>				<b>\$4,133.00</b>	



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
1/6/2020	1109 <b>B</b>

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020  
SK*

Project
<b>KY-Brocklyn Utilities Wastewater</b>

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/3/2019	4	Capital Project	Cleaned along fence line with loppers. Cut down problem branches mulched up previously cut brush removed part of brush. zw	70.00	280.00
12/7/2019	5	Non-contract (Expert ...	Collected plant dimensions for tank capacities, collected relative elevations based off plant wall, site pictures. Jr	100.00	500.00
12/10/2019	0.5	Non-contract (Expert ...	Submitted E-Notification to KDEP for SSO. JA	100.00	50.00
12/10/2019	3.5	Non-contract (Operat...	Went back to turn on blower which was turned off due to sso and heavy rain. Zw	70.00	245.00
12/12/2019	3	Non-contract (Expert ...	Materials list for motor blower installation, sludge hauling follow up calls. Jr	100.00	300.00
12/13/2019	1	Non-contract (Expert ...	Coordinated meeting with Buchanan Contacting to meet at 9am to get a price on pumping out lagoon. JA	90.00	90.00
12/16/2019	5	Non-contract (Expert ...	Parts acquisition for blower 2 and start installing. Jr	100.00	500.00
12/16/2019	1	Non-contract (Expert ...	Checked MH across road from WWTF per Terry it was backed up called Jon to schedule Andrew to jet. JA	100.00	100.00
12/17/2019	11	Non-contract (Expert ...	Rough install blower 2, measurements for connecting pipe and bushing, ordered, cut up removal of old metal debris from site. Jr	100.00	1,100.00
12/17/2019	2	Non-contract (Operat...	Checked backed up line with Joe and tried to clear the blockage from wetwell. Zw	70.00	140.00
12/18/2019	3	Non-contract (Operat...	Went to Brocklyn to turn blowers back on. Cleaned site from bypass zw	70.00	210.00
12/19/2019	3	Jetter Unit Operator	Jettered sewer lines. AG	180.00	540.00
12/19/2019	10	Jetter Unit Operator	Jettered sewer lines. AG	180.00	1,800.00
12/19/2019	2	Jetter Operator	Jettered sewer lines. CN	70.00	140.00
12/19/2019	10	Jetter Operator	Jettered sewer lines. CN	70.00	700.00
12/20/2019	11	Jetter Unit Operator	Jettered sewer lines. AG	180.00	1,980.00
12/20/2019	12	Jetter Operator	Jettered sewer lines. CN	70.00	840.00
12/29/2019	1	Non-contract (Operat...	Turned blowers off due to heavy rains. zw	70.00	70.00
12/29/2019	1.5	Non-contract (Operat...	Turned blowers off due to heavy rains. zw	70.00	105.00
	12	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	420.00
12/20/2019			Comfort Suites-Lodging, 12/20/2019, ag-207	66.10	66.10
12/20/2019			Comfort Suites-Lodging, 12/20/2019, ag-217	79.37	79.37
1/6/2020			Reimbursement-Two loads of water from 300 Hallie Irvine Road, Richmond, KY to Andrew Griffin, 12/19/2019	12.00	12.00
1/6/2020			USA BlueBook-Invoice 056355, 11/01/2019 (invoice total \$6,166.21)	3,083.10	3,083.10
1/6/2020			USA BlueBook-Invoice 096615, 12/19/2019	49.66	49.66

**Total \$4133.00**



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
1/6/2020	1110-B

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-15-2020  
JAP*

Project
KY-Fox Run Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/1/2019	4	Non-contract (Expert ...	Mobilization and parts acquisition for fox run blower install and chlorine tank relocation. Jr	100.00	400.00
12/2/2019	3	Capital Project	Cut wood and problem limbs loaded truck with brush and wood chunks. Cleaned ground where wetwell bypassed. Zw	70.00	210.00
12/3/2019	3	Non-contract (Expert ...	Acquired measurements for connecting couplers for blower, cross reference and placed order. Jr	100.00	300.00
12/8/2019	11	Non-contract (Expert ...	Relocate chlorine tank, connected blower 2 to air manifold, installed pulleys, aligned belts, test run new blower, removed old influent pump slides and stands, parts list for influent control. Jr	100.00	1,100.00
12/8/2019	6	Non-contract (Expert ...	Jon and I relocated sodium hypochlorite tank and pump down to ground level, installed blower on unit 2, cut out old pump rails in wet well. JA	100.00	600.00
12/8/2019	2	Non-contract (Expert ...	Jon and I relocated sodium hypochlorite tank and pump down to ground level, installed blower on unit 2, cut out old pump rails in wet well. JA	100.00	200.00
12/9/2019	2	Non-contract (Expert ...	Martins pumped 4000 gallons of sludge from clarifier and contact tank hauled back to there facility in Paris. I scheduled a meeting with Buchanan Contracting to show him the lift stations to get a quote for replacement and repairs. JA	100.00	200.00
12/9/2019	3	Non-contract (Operat...	Pumped sludge cleaned wet well took repairman to 2 lift stations for estimates on repair zw	70.00	210.00
12/10/2019	3	Non-contract (Operat...	General clean up. Made parts list for future improvements. AG	70.00	210.00
12/10/2019	2	Non-contract (Expert ...	Had to order pulley for blower motor at City Electric Motor Co. in Lexington then went to Grainger to check prices on stainless steel chain. JA	100.00	200.00
12/12/2019	4	Non-contract (Expert ...	Materials list for motor starter protection/ influent pump panel, influent pump connecting hardware. Jr	100.00	400.00
12/16/2019	5	Non-contract (Expert ...	Parts acquisition for blower and influent lift start wiring. Jr	100.00	500.00
12/16/2019	0.5	Non-contract (Expert ...	Picked up pulley at City Electric Motor for #2 blower motor. JA	100.00	50.00
12/18/2019	9	Letter Unit Operator	Jetted sewer lines. AG	180.00	1,620.00
12/18/2019	10	Non-contract (Expert ...	Install new wiring and breakers for blower, parts list for pump connection, removed unused electrical circuit, install correct motor pulley for blower 2, blower 2 new belt, identify filter backwash electrical circuits, troubleshoot influent pump control. Jr	100.00	1,000.00
12/18/2019	2	Non-contract (Expert ...	Assisted Jon on getting #2 blower up and running. JA	100.00	200.00
<b>Total</b>				<b>\$4,133.00</b>	



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
1/6/2020	1111 <i>B</i>

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020*  
*SA*

Project
<u>KY-Golden Acres Wastewater</u>

Serviced	Qty.	Item Code	Description	Price Each	Amount
	<u>1</u>	<u>KY-Bluegrass Operati...</u> Reimb Group	<u>Contract Operational Services for February</u>	<u>4,133.00</u>	<u>4,133.00</u>
<del>12/16/2019</del>			<del>Henry A. Petter Supply Co.-Shipment #1461222-0001-01, sr</del>	<del>297.61</del>	<del>297.61</del>
<del>12/19/2019</del>			<del>Mike Petter Septic and Sewer Service-Ticket 09341, 12/03/2019</del>	<del>375.00</del>	<del>375.00</del>
			<del>Total Reimbursable Expenses</del>		<del>672.61</del>
			<del>Markup</del>	<del>5.00%</del>	<del>33.63</del>
			<del>Total Reimbursable Expenses</del>		<del>706.24</del>
<b>Total</b>					<u>\$4,839.24</u>

\$4,133.00



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# Invoice

Date	Invoice
1/6/2020	1112-B

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-B-2020*

Project
KY-Great Oaks Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/2/2019	1.91667	Non-contract (Expert ...	Pick Up Crane for lift station from Shipping Dock, Both returns not working, clear returns. SZR	100.00	191.67
12/3/2019	3	Non-contract (Expert ...	Pick up supplies and modify spare pump to move sludge from clarifiers and unclog and clear return lift pumps.-SZR	100.00	300.00
12/3/2019	3	Non-contract (Expert ...	Work on return lines, clean out bottom of clarifiers. TT	100.00	300.00
12/6/2019	1.33333	Non-contract (Expert ...	Customer Service Workorder #270227664 and Clear leaves from Returns-SZR	100.00	133.33
12/14/2019	3.5	Non-contract (Operat...	Excavate and Build Forms for Jib crane install for lift-station. -SZR	70.00	245.00
12/15/2019	6	Non-contract (Operat...	Pickup concrete and tools, tie Rebar, Pour and finish concrete pad for JIB crane by lift station. -SZR	70.00	420.00
12/26/2019	3	Non-contract (Operat...	Strip Concrete Forms from crane base pour. Grout finished concrete smooth. Install crane base with redheads and anchor epoxy. Assemble Jib Crane. -SZR	70.00	210.00
12/28/2019	6	Non-contract (Expert ...	Mobilize for Mission Installation, parts acquisition. Jr	100.00	600.00
12/28/2019	7.5	Non-contract (Expert ...	Move 80hp tractor to Plant, clear road brush and trees off road, clear trees blocking drive to lift station, remove old crane, regrade roads for new rock. Meet JR to train on Mission units. Lift station pump high amps, pull with help from TT. -SZR	100.00	750.00
	9	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	315.00
11/26/2019			T&S Equipment Company-Invoice No 1842458, 11/26/2019, sr	401.23	401.23
12/3/2019			Lowe's-Materials, 12/03/2019, sr	42.12	42.12
12/15/2019			The Home Depot-Materials, 12/15/2019, sr	115.22	115.22
12/16/2019			Henry A. Petter Supply Co.-Shipment #1461221-0001-01, 12/16/2019, sr	297.61	297.61
12/17/2019			Lowe's-Keys, 12/17/2019, sr	8.61	8.61
12/26/2019			Fastenal-Supplies, 12/26/2019, sr	20.11	20.11
12/31/2019			Straeffer Pump & Supply, Inc.-Invoice 28627, 12/03/2019	1,169.50	1,169.50
1/6/2020			Reimbursement for Equipment Rental to Stephen Roach, Ticket 33234905, 12/28/2019	250.00	250.00
1/6/2020			KLM Sales & Service, LLC-Invoice 1780, 01/02/2020	4,672.86	4,672.86
			Total Reimbursable Expenses		6,977.26
			Markup	5.00%	348.86
			Total Reimbursable Expenses		7,326.12

**Total** \$14,924.12

*#4133.00*



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# Invoice

Date	Invoice
1/6/2020	1113 - B

**Bill To**

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1/3-2020  
 STX*

Project
KY-Kingswood Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/2/2019	4	Non-contract (Expert ...	Mobilize for lift station repair, plant valve replacement and UV repair. Jr	100.00	400.00
12/3/2019	2.5	Non-contract (Expert ...	Lift station troubleshooting, ordered replacement relay and breaker. Jr	100.00	250.00
12/4/2019	10.48	Non-contract (Expert ...	Installed main breaker for pump one, installed capacitor relay pump two, checked pump amps, installed return air valve, traced unused wires from digester to breaker, located dealer for IDI UV system, tech support for intensity sensor, new sensor quote requested. Jr	100.00	1,048.00
12/9/2019	12	Non-contract (Expert ...	Replaced clarifier skimmer belt. Add installed new ball valves and hose on RAS airlift. Replaced broken supports hold RAS pipe. Cut and reconfigured catwalk to improve safety and work area around clarifier. AG	90.00	1,080.00
12/9/2019	11	Non-contract (Expert ...	Install new breaker and outlet for temporary decant pump. Repair conduit by stairway, install temporary decant pump, fix walk grating by clarifier, replacement of UV ballast on #2. Jr	100.00	1,100.00
12/10/2019	9	Non-contract (Operat...	Replaced Conduit from fuse box to motor on clarifier. Replaced conduit from breaker box to UV control panel. Installed decanter electrical box and decant pump. AG	70.00	630.00
12/10/2019	10.5	Non-contract (Expert ...	Replace conduit on clarifier arm, conduit on UV control panel, conduit on flow meter control, assisted with flap replacement on skimmer, support bracket replacement on sludge return, accumulated plant data for 21 Design. Jr	100.00	1,050.00
12/11/2019	2.5	Non-contract (Operat...	Trouble shooting clarifier electrical issues. AG	70.00	175.00
12/12/2019	3	Non-contract (Operat...	Removed bad skimmer motor and Purchased a replacement. kc	70.00	210.00
12/13/2019	1.5	Non-contract (Operat...	Met with electrician installed new motor on the skimmer kc	70.00	105.00
12/16/2019	11	Jetter Unit Operator	Jettered sewer lines. AG	180.00	1,980.00
12/16/2019	14	Jetter Operator	Jettered sewer lines. CN	70.00	980.00
12/17/2019	13	Jetter Unit Operator	Jettered sewer lines. AG	180.00	2,340.00
12/17/2019	12	Jetter Operator	Jettered sewer lines. CN	70.00	840.00
12/18/2019	4	Jetter Unit Operator	Jettered sewer lines. AG	180.00	720.00
12/18/2019	4	Jetter Operator	Jettered sewer lines. CN	70.00	280.00
12/18/2019	11	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	385.00
11/26/2019			S&J Lighting-Sales Order 8-477692, 11/26/2019, kc	140.97	140.97
11/26/2019			Electric City-Sales Receipt 81325, 11/26/2019, kc	4.11	4.11
12/4/2019			S&J Lighting-Shipping, 12/04/2019, kc	7.22	7.22
<b>Total</b>				<b>\$4,133.00</b>	





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# Invoice

Date	Invoice
1/6/2020	1114 <b>B</b>

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020  
 SD*

Project
<b>KY-Lake Columbia Utilities Wastewater</b>

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	<b>KY-Bluegrass Operati...</b>	<b>Contract Operational Services for February</b>	<b>4,133.00</b>	<b>4,133.00</b>
12/5/2019	2	<b>Capital Project</b>	Replaced clogged return lines and met with a customer about a complaint. Kc	70.00	140.00
12/8/2019	11	Non-contract (Operat...	Patched holes in aeration basin, installed unistrut bracing to hold netting and U-clamped broken brace pipe for air header. Lower RAS back original pipe. Installed grating on top clarifier. AG	70.00	770.00
12/8/2019	12	Non-contract (Operat...	Patch holes and aeration tank and replace RAS Plant construction and maintenance. CN	70.00	840.00
	2	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	70.00
12/4/2019			Lowe's-Materials, 12/04/2019, jr	47.55	47.55
12/7/2019			Country Inn & Suites-Lodging, 12/07/2019, ag-221	95.15	95.15
12/8/2019			Lowe's-Materials, 12/08/2019, ag	312.62	312.62
12/8/2019			Lowe's-Materials, 12/08/2019, ag	39.76	39.76
12/27/2019			B and H Environmental-Invoice 1355A, 12/27/2019, jr	1,000.00	1,000.00
1/6/2020			USA BlueBook-Invoice 082800, 12/16/2019	86.81	86.81
1/6/2020			USA BlueBook-Invoice 039595, 10/16/2019	180.54	180.54
1/6/2020			USA BlueBook-Invoice 047643, 10/24/2019 (invoice total \$997.71)	199.25	199.25
			Total Reimbursable Expenses		1,961.68
			Markup	5.00%	98.08
			Total Reimbursable Expenses		2,059.76
<b>Total</b>					<del>\$8,012.76</del>

**\$4,133.00**



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# Invoice

Date	Invoice
1/6/2020	1115 <b>B</b>

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020  
 SA*

Project
KY-LH Treatment Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/2/2019	10	Jetter Unit Operator	Mobilized jetter, jetter planning and started jetting sewers. AG	180.00	1,800.00
12/2/2019	12	Jetter Operator	Jetting plans and started jetting sewers. CN	70.00	840.00
12/3/2019	12	Jetter Unit Operator	Jetted sewers at L&H. AG	180.00	2,160.00
12/3/2019	12.5	Jetter Operator	Jetted sewer lines. CN	70.00	875.00
12/4/2019	13	Jetter Unit Operator	Sewer jetting, AG	180.00	2,340.00
12/4/2019	1	Non-contract (Expert ...	Meet with Andrew Griffin on Longview Dr. he had some questions about locating of Manholes and lines that he's jetting. JA	100.00	100.00
12/4/2019	11.5	Jetter Operator	Jetted sewer lines. CN	70.00	805.00
12/13/2019	0.5	Non-contract (Expert ...	Called to look at a new SS tap at 104 Lost Tree in Homestead took pics. JA	100.00	50.00
12/18/2019	2	Non-contract (Operat...	Turned blowers back on cleaned bar screen and hosed tanks brushed clarifier cleaned strainer zw	70.00	140.00
12/29/2019	1.5	Non-contract (Operat...	Turned blowers off due to heavy rains. zw	70.00	105.00
	6	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	210.00
12/9/2019			Country Inn & Suites-Lodging, 12/09/2019, jr/ag-322	95.15	95.15
12/9/2019			Country Inn & Suites-Lodging, 12/09/2019, jr/cn-208	95.15	95.15
12/18/2019			Albert L. Crush Company-Transaction 95f2e80c4de8, 12/18/2019, ja	117.09	117.09
1/6/2020			USA BlueBook-Invoice O69240, 11/18/2019 (invoice total \$52.89)	26.44	26.44
			Total Reimbursable Expenses		333.83
			Markup	5.00%	16.69
			Total Reimbursable Expenses		350.52
<b>Total</b>					<del>13,908.52</del>

**\$4,133.00**



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 Washington, MO 63090  
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# Invoice

Date	Invoice
1/6/2020	1116 -B

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 1/8/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/1/20  
 DT PD 3/16/20 CK# 1153

*1-13-2020  
 JAC*

Project
KY-Persimmon Ridge Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for February	4,133.00	4,133.00
12/2/2019	3	Non-contract (Expert ...	Preparation for site overview and pumps troubleshooting. Jr	100.00	300.00
12/5/2019	0.5	Non-contract (Operat...	Fill out and send paperwork for SSO lift station on Sycamore Hills kc	70.00	70.00
12/5/2019	2	Non-contract (Operat...	Help troubleshoot 3 of the lift stations. Kc	70.00	140.00
12/5/2019	4	Non-contract (Expert ...	Checked lagoon influent pump 2, bad windings, checked lift station pump 1, bad run capacitor, installed new capacitor. Jr	100.00	400.00
	3	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	105.00
12/5/2019			Country Inn & Suites-Lodging, 12/05/2019, jr/cn-304	333.87	333.87
12/5/2019			Country Inn & Suites-Lodging, 12/05/2019, jr/ag-318	333.87	333.87
			Total Reimbursable Expenses		667.74
			Markup	5.00%	33.39
			Total Reimbursable Expenses		701.13
<b>Total</b>					<del>\$5,814.13</del>

**\$4,133.00**



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# Invoice

Date	Invoice
2/6/2020	1165 <i>B</i>

**Bill To**

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*

Project
KY-Airview Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
12/30/2019	6	Non-contract (Expert ...	Additional I&l data acquisition, pulling manholes, review sampling methodology, ordered sampler tubing, clean sampler, raised effluent pump to increase chlorine contact time. Jr	100.00	600.00
1/10/2020		Non-contract (Expert ...	Ordered auto off float and switch, reviewed I&l smoke test results, evaluate main jetting results, coordinate/ mobilize smoke testing equipment and sewer cam. Jr	100.00	400.00
1/11/2020	3	Capital Project	Went to turn off blowers and check lift station for bypass zw	70.00	210.00
1/12/2020	3	Capital Project	Turned blowers back on zw	70.00	210.00
1/13/2020	4	Non-contract (Expert ...	Mobilize for sewer camera upper lift station collection, reserve camera, order smoke testing notification materials. Jr	100.00	400.00
1/14/2020	11	Non-contract (Expert ...	Video inspected lift station collection system, 3 inserted taps identified, two unidentifiable obstructions observed. Jr	100.00	1,100.00
1/14/2020	11	Non-contract (Operat...	Helped Jon run camera through sewers to find blockage zw	70.00	770.00
1/15/2020	6	Non-contract (Expert ...	Review collection system smoke test results, identified clean outs without caps, installed 3 new caps, completed customer smoke testing notifications to lift station service area. Jr	100.00	600.00
1/15/2020	3	Capital Project	Filled out door hangers and hung them door to door telling people about smoke testing on Friday (1/2 Neighborhood.)zw	70.00	210.00
1/16/2020	2	Capital Project	Went door to door with 2nd half of door hangers about Friday's smoke test zw	70.00	140.00
1/17/2020	0.5	Non-contract (Operat...	Repaired handrail kc	70.00	35.00
1/17/2020	5	Capital Project	Assisted with smoke testing at Airview also measured for manhole risers.	70.00	350.00
1/17/2020	2	Non-contract (Expert ...	Smoke test lift station collection system, located vacant lot tap and driveway drain, both have been capped.jr	100.00	200.00
1/17/2020	8	Non-contract (Expert ...	Smoke test lift station collection system, located vacant lot tap and driveway drain, both have been capped.jr	100.00	800.00
1/17/2020	5	Capital Project	Assisted with smoke testing. zw	70.00	350.00
1/17/2020	1	Capital Project	Installed new pressure relief valve zw	70.00	70.00
1/20/2020	6.5	Non-contract (Operat...	Extra time spent thawing out the frozen effluent hose. Installed a rain gauge. Evicted a squirrel from the building cleaned up her nest used what I had to Seal off entrance to the building. KC	70.00	455.00
1/22/2020	1	Non-contract (Operat...	I saw that The resident of 93 W. Airview was home stopped to obtain permission to go into the backyard to dig up A buried manholes and measure to purchase a riser for it to bring it up two grade. KC	70.00	70.00

**Total** \$4,133.00



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# Invoice

Date	Invoice
2/6/2020	1166 - <del>8</del>

**Bill To**

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
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 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*

Project
KY-Brocklyn Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
1/8/2020	11	Non-contract (Expert ...	Installed blower connection piping, drilled blower mounting holes aligned belt sheaves, acquired proper belts, test run blower. Jr	100.00	1,100.00
1/8/2020	35	Non-contract (Expert ...	Helped Jon install new #2 blower. JA/ZW	100.00	3,500.00
1/8/2020	6	Capital Project	Installed blower.ZW	70.00	420.00
1/19/2020	5	Non-contract (Expert ...	Voltage and amp check blower 2, mission on site materials list development, temporary work grate installed. Jr	100.00	500.00
1/20/2020	3	Non-contract (Operat...	Hosed tank cleaned clarifier added tabs to chem well standard op zw	70.00	210.00
1/24/2020	0.5	Non-contract (Expert ...	Completed work order 120 Hager Dr. checked if it was vacant confirmed. JA	100.00	50.00
1/30/2020	4	Non-contract (Expert ...	Chlorine feed building and accessories price acquisition, working on building repairs. Jr	100.00	400.00
	5	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	175.00
12/16/2019			Best Western-Lodging, 12/16/2019, jr-107	100.11	100.11
1/8/2020			Napa Auto Parts-Invoice 593491,t, 01/08/2020, ja	25.96	25.96
1/8/2020			Napa Auto Parts-Invoice 593502, 01/08/2020, ja	5.83	5.83
1/8/2020			Napa Auto Parts-Invoice 593507, 01/08/2020, ja	23.31	23.31
			Total Reimbursable Expenses		155.21
			Markup	5.00%	7.76
			Total Reimbursable Expenses		162.97
<b>Total</b>					<del>4,300.97</del>

*4,133.00*

# Invoice



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
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Date	Invoice
2/6/2020	1167-B

**Bill To**

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

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 DATAPP \_\_\_\_\_ QB 3/1/30  
 DT PD 3/16/20 CK# 1154

*3-13-20*

Project
KV-Fox Run Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
				4,133.00	4,133.00
12/31/2019	10	KV-Bluegrass Operati... Non-contract (Expert ...	Contract Operational Services for March Installed strut for Mission unit, mounted Mission box, ran conduit, finished conduit and made final electrical connections for influent lift station, station operational. Jr	100.00	1,000.00
12/31/2019	4	Non-contract (Operat...	Dug trench from tank to new electrical box. Helped John install box. Ran conduit from boxes filled dirt back in helped lay pipe. Picked up new conduit. Zw	70.00	280.00
1/2/2020	3	Non-contract (Expert ...	Verified Mission control required accessories, locate venders, acquired installation instructions. Jr	100.00	300.00
1/2/2020	1	Non-contract (Expert ...	Completed customer service work order for 147A Doe Run. JA	100.00	100.00
1/6/2020	4	Non-contract (Expert ...	Mobilize for chlorine contact and filter backwash tank drain and evaluate. Jr	100.00	400.00
1/6/2020	2	Capital Project	Picked up replacement pulley from City Electric motor company for fox run zw	70.00	140.00
1/7/2020	9	Non-contract (Expert ...	Pumped down Chlorine contact, backwash holding and top of gravel filter, several feet sludge retained in backwash holding, inspect breach in chlorine contact wall, attempted backwash filter media multiple times. jr	100.00	900.00
1/13/2020	3	Non-contract (Expert ...	Mobilize for final blower work, acquisition of correct motor starter, inventory for lift station one pump installation. Jr	100.00	300.00
1/13/2020	2	Capital Project	Cleaned site loaded metal and trash and took to dump site. Zw	70.00	140.00
1/16/2020	9	Non-contract (Expert ...	Measurements for correct tapered bushing for blower, ordered bushing, located source for privacy panel inserts for chain link, picked up for installation per easement terms. Jr	100.00	900.00
1/18/2020	5	Non-contract (Expert ...	Installed privacy fence chain link inserts per condition of easement terms. jr	100.00	500.00
1/19/2020	2	Non-contract (Expert ...	Verified and traced wiring control for pump two install, parts list for connecting piping, lift chains ordered. Jr	100.00	200.00
1/23/2020	2	Capital Project	Picked up pulley for fox run and coordinate with Jon for install. zw	70.00	140.00
1/30/2020	1.5	Non-contract (Expert ...	Installed tube feeder for de-chlor tabs on effluent line. JA	100.00	150.00
	10	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	350.00
12/17/2019			Lowe's--Materials, 12/17/2019, jr	162.75	162.75
12/18/2019			Lowe's--Materials, 12/18/2019, jr	25.81	25.81
12/18/2019			Lowe's--Materials, 12/18/2019, jr	40.87	40.87
12/19/2019			Lowe's--Materials, 12/19/2019, jr	153.13	153.13
<b>Total</b>				<b>\$4,133.00</b>	



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
2/6/2020	1168-B

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3.13.20*

Project
KY-Golden Acres Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
1/7/2020	1.85	Non-contract (Expert ...	Meet with homeowner to discuss plan for easement road to Golden Acres treatment Plant. -SZR	100.00	185.00
1/15/2020	2.25	Non-contract (Expert ...	Haul Mini Trackhoe to plant for easement project. Check 811 bud marks, all materials on site. Inform homeowner of current status-SZR	100.00	225.00
1/25/2020	11.91667	Non-contract (Expert ...	Load/unload equipment. Install culvert, riprap and rock for easement road project.	100.00	1,191.67
1/26/2020	3	Non-contract (Expert ...	Finish site work for culvert and road install -SZR	100.00	300.00
	4	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	140.00
1/8/2020			Jones Steel-Order No. 33107, 01/08/2020, SZR	857.54	857.54
1/14/2020			Dwyer Instruments, Inc -Invoice 0437044, 01/14/2020, sr (invoice total \$1,181.36)	63.86	63.86
1/25/2020			Max Fuel-Tractor Fuel, 01/25/2020, SZR	36.19	36.19
1/26/2020			Max Fuel-Excavator fuel, 01/26/2020, SZR	17.37	17.37
1/30/2020			Blair Beyer-Invoice 4600, 01/19/2020	2,273.35	2,273.35
1/30/2020			KLM Sales & Service, LLC-Invoice 1788, 01/07/2020	247.36	247.36
2/4/2020			Stephen Z. Roach- Ticket 33234910, 01/26/2020	700.00	700.00
			Total Reimbursable Expenses		4,195.67
			Markup	5.00%	209.78
			Total Reimbursable Expenses		4,405.45
<b>Total</b>					<b>4,133.00</b>

*\$4,133.00*



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
2/6/2020	1169-B

**Bill To**

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

3.13.20  
 \$

Project
KY-Great Oaks Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
1/1/2020	2.83333	Non-contract (Expert ...	Spread delivered rock with tractor on lift station access road.-SZR	90.00	255.00
1/1/2020	6	Non-contract (Expert ...	Order and pick Up from salesman Homa pump for lift station #2 Pump. Pick up required materials to retrofit pump to existing Meyers Base. Assemble pump and prepare for Install. Order, pickup and deliver 21' Stainless Steel Guide rails. Begin Fabrication of hold down brackets and Guide rail support bracket. -SZR	90.00	540.00
1/6/2020	4	Non-contract (Expert ...	Mobilize and parts acquisition for blower repair, Mission installation jr	100.00	400.00
1/9/2020	1	Non-contract (Expert ...	Troubleshoot non-working #2 blower. Test and run motor with #1 controls. Motor ok. #2 Motor Starter Bad. #2 Blower locked up, will not turn. -SZR	100.00	100.00
1/22/2020	3.5	Non-contract (Expert ...	Cut/Drill/Weld Hold down bar brackets and guide rail support bracket for #2 pump install. -SZR	100.00	350.00
	5	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	175.00
1/2/2020			Jones Steel-Order No. 33019, 01/02/2020, SZR	386.00	386.00
1/3/2020			Ferguson-Order No. 111386, 01/03/2020, SZR	35.13	35.13
1/3/2020			Rural King-Lift Station, 01/03/2020, SZR	91.43	91.43
1/4/2020			Rural King-Lift Station, 01/04/2020, SZR	23.26	23.26
1/10/2020			Rural King-Supplies, 01/10/2020, SZR	11.64	11.64
1/29/2020			The Home Depot-Supplies, 01/29/2020, SZR	31.42	31.42
1/30/2020			Blair Beyer-Invoice 4577, 12/30/2020	779.68	779.68
2/4/2020			Henry A. Petter Supply Company-Shipment Number 1464516-0001-01, 01/29/2020	303.40	303.40
			Total Reimbursable Expenses		1,661.96
			Markup	5.00%	83.10
			Total Reimbursable Expenses		1,745.06
<b>Total</b>					4,133.00

\$4,133.00



# Invoice

Date	Invoice
2/6/2020	1170-8



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*  
*R*

Project

KY-Kingswood Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
	3	Non-contract (Expert ...	Mounted Mission unit for blowers and lift station, ran conduit. Jr	100.00	300.00
12/30/2019	2	Non-contract (Operat...	Turned blowers off zw	70.00	140.00
1/1/2020	2	Non-contract (Operat...	Turned blowers back on zw	70.00	140.00
1/12/2020	5	Non-contract (Expert ...	Unclogged accumulated debris from clarifier inlet pipe and return activated sludge line. Jr	100.00	500.00
1/15/2020			Corrected wiring deficiencies in blower control panel, hand off switches now working, run indicator lights working, blower 1 motor starter now hooked up and overload protection on line. Jr	100.00	500.00
1/18/2020	4	Non-contract (Expert ...	Locate, mark missing manholes under blacktop due to frost/ snow cover. Pin dropped 10 covered manholes. Jr	100.00	400.00
1/20/2020	5	Non-contract (Expert ...	Run influent jar test, order gravel, arrange bob cat delivery, spoke with homeowners association president about fence and other rules, roads are county's. Jr	70.00	350.00
1/21/2020	4	Non-contract (Expert ...	Helped Jon with tree trimming kc	100.00	400.00
1/22/2020	0.5	Capital Project	Worked on gravel pad for dumpster, filled washouts in drive, rough in gravel ramp to building for mower storage. Jr	70.00	35.00
1/22/2020	5	Non-contract (Expert ...	Grade work on the driveway, ramp and dumpster area. KC	100.00	500.00
1/23/2020	4	Capital Project	Installed new gravel for dumpster to receive trash pick up, built gravel ramp for mower access to storage building. Jr	100.00	400.00
1/23/2020	3	Non-contract (Expert ...	Installed new gravel for dumpster to receive trash pick up, built gravel ramp for mower access to storage building. Jr	100.00	300.00
1/23/2020	1	Non-contract (Expert ...	Installed exterior door, new locks and deadbolts, new motion sensors exterior lights, installed new fence supports. Jr	100.00	100.00
1/24/2020	9	Non-contract (Expert ...	Installed door and frame, installed second exterior light. Inventory mission installation parts. Jr	70.00	630.00
1/25/2020	9	Non-contract (Expert ...	Helped Zak with the auger. KC	70.00	630.00
1/30/2020	3	Non-contract (Operat...	Rented sewer auger removed blockage from ras line. Removed "mop heads" from site zw	70.00	210.00
1/30/2020	3.5	Non-contract (Operat...	Rented sewer auger removed blockage from ras line. Removed "mop heads" from site zw	70.00	245.00
1/30/2020	2.5	Non-contract (Operat...	Returned sewer auger zw	70.00	175.00
1/31/2020	1.5	Non-contract (Operat...	Replaced defective disconnect box kc	70.00	105.00
2/1/2020	3	Non-contract (Operat...	Vehicle Use of \$35 per day	35.00	105.00
12/10/2019	14	Vehicle Use Reimb Group	Lowe's-Materials, 12/10/2019, jr	75.90	1,062.60
				<b>Total</b>	<b>\$4,133.00</b>



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
2/6/2020	1171 <i>B</i>

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*

Project
KY-Lake Columbia Utilities Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
1/1/2020	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
	5	Non-contract (Expert ...	Installed new unistrut support for control panel, remounted control panel, mounted Mission control panel and antenna, installed new electrical conduit. Jr	100.00	500.00
1/1/2020	5	Non-contract (Operat...	Picked up control panel from Kingswood went to Columbia built bracket and installed new control panel with Jon zw	70.00	210.00
1/2/2020	1.5	Non-contract (Operat...	Picked up chlorine tabs from Hawkins for Columbia zw	70.00	105.00
1/9/2020	5	Non-contract (Expert ...	Upgrade belts, aligned pulley sheaves, install auto shut off, install additional return sludge line. Jr	100.00	500.00
1/10/2020	3	Non-contract (Expert ...	Installed new RAS air valve, installed lifting chain to secondary RAS pump, replaced broken clean out. Jr	100.00	300.00
1/10/2020	1	Non-contract (Expert ...	Installed new RAS air valve, installed lifting chain to secondary RAS pump, replaced broken clean out. Jr	100.00	100.00
	4	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	140.00
11/8/2019			Hampton Inn-Lodging, 11/08/2019, bjk spark-205	391.32	391.32
12/19/2019			Country Inn & Suites-Lodging, 12/19/2020, jr-222	95.15	95.15
1/1/2020			Lowe's-Materials, 01/01/2020, jr	132.51	132.51
1/6/2020			Country Inn & Suites-Lodging, 01/06/2020, jr-222 (receipt total \$380.60)	190.30	190.30
1/9/2020			Lowe's-Materials, 01/09/2020, kc	300.40	300.40
1/9/2020			Lowe's-Materials, 01/09/2020, kc	7.66	7.66
1/10/2020			Lowe's-Materials, 01/10/2020, JR	58.26	58.26
1/10/2020			Lowe's-Materials return, 01/10/2020, kc	-28.03	-28.03
			Total Reimbursable Expenses		1,147.57
			Markup	5.00%	57.38
			Total Reimbursable Expenses		1,204.95
<b>Total</b>					<b>4,133.00</b>

*4,133.00*



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
2/6/2020	1172 -B

<b>Bill To</b>
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*  
*✶*

Project
KY-LH Treatment Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
1/12/2020	1.5	Non-contract (Operat...	Rain last night flows were up cut blowers off at 1 pm also discovered surge pumps alternating relay had gone bad. Will have to replace. Went back to plant at 5 and turned blowers back on. JA	70.00	105.00
1/13/2020	2	Non-contract (Operat...	Raked bar screen and blowers hosed tank cleaned strainer emptied buckets cleaned surge tank removed rags from surge zw	70.00	140.00
1/14/2020	1	Non-contract (Expert ...	Pick up relay at Grainger and replaced bad relay. JA	100.00	100.00
1/17/2020	0.5	Non-contract (Expert ...	Inspect sewer tap and took pics at 131 Lost Tree . JA	100.00	50.00
1/20/2020	10	Jetter Unit Operator	Jetted sewers lines. AG	180.00	1,800.00
1/20/2020	6	Non-contract (Expert ...	Respond to customer service work order sewer backup, located 2 buried manholes in the area of question, spoke with adjoining property owners. Jr	100.00	600.00
1/20/2020	2	Non-contract (Expert ...	Work order for 2028 Longview Dr. sewer backup in basement. JA	100.00	200.00
1/20/2020	9	Jetter Operator	Jetted sewer lines. CN	70.00	630.00
1/21/2020	11	Jetter Unit Operator	Jetted sewers line. AG	180.00	1,980.00
1/21/2020	11	Jetter Operator	Jetted sewer lines. CN	70.00	770.00
1/22/2020	11	Non-contract (Expert ...	Located blockage in sewer main .Dug up sewer main at blockage between 2028 and 2024 Longview. Removed section of pipe and removed blockage. Ag	100.00	1,100.00
1/22/2020	6	Non-contract (Expert ...	Excavated clogged sewer main, extracted extensive root ball, freed up backup sewage.	100.00	600.00
1/22/2020	4	Non-contract (Expert ...	Coordinated with local rock quarry Nally & Gibson to haul gravel for driveway 3-tri-axel loads and directed the driver where to spread rock. JA	100.00	400.00
1/22/2020	11.5	Non-contract (Operat...	Repaired sewer lines from 2028 to 2022 at Longview. CN	70.00	805.00
1/23/2020	8	Non-contract (Expert ...	Replaced bad section of sewer main between 2028 and 2024 Longview. Back filled hole . Cleaned up work site. AG	100.00	800.00
1/23/2020	1	Non-contract (Expert ...	Replaced bad section of sewer main between 2028 and 2024 Longview. Back filled hole . Cleaned up work site. AG	100.00	100.00
1/23/2020	6	Non-contract (Expert ...	Excavation of clogged sewer line on customer concern, cut pipe, extracted blockage, repaired.jr	100.00	600.00
1/23/2020	5.5	Non-contract (Operat...	Rented skid loader to grade rock on drive way. JA	70.00	385.00
1/23/2020	8.5	Non-contract (Operat...	Repaired sewer main on Lake View. CN	70.00	595.00
1/23/2020	1.5	Non-contract (Operat...	Repaired sewer main on Lake View. CN	70.00	105.00
1/29/2020	6	Non-contract (Expert ...	Gather chlorine feed building dimensions, electrical and plumbing requirements. Jr	100.00	600.00
<b>Total</b>				<b>4,133.00</b>	



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
2/6/2020	1173-B

Bill To

CSWR, LLC/KY-Bluegrass Utility  
 Josiah Cox  
 500 Northwest Plaza Dr., Suite 500  
 St. Ann, MO 63074

DATE RCVD 2/7/20 GL CODE 742  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 3/1/20  
 DT PD 3/16/20 CK# 1154

*3-13-20*  
*[Signature]*

Project
KY-Persimmon Ridge Wastewater

Serviced	Qty.	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass Operati...	Contract Operational Services for March	4,133.00	4,133.00
1/1/2020	4	Non-contract (Expert ...	Mounted Mission unit and antenna at lagoon lift station, mounted Mission units at two lift stations. Jr	100.00	400.00
1/1/2020	3	Non-contract (Operat...	Mounted Mission unit and antenna at lagoon lift station, mounted Mission units at two lift stations. zw	70.00	210.00
1/2/2020	2	Non-contract (Operat...	Repair the left gate going into the plant.kc	70.00	140.00
1/2/2020	4	Non-contract (Expert ...	Verified Mission control required accessories, located appropriate vender, acquired installation diagram.jr	100.00	400.00
1/9/2020	4	Non-contract (Expert ...	Site visit all the lift stations, materials list for mounting Mission control panels. Jr	100.00	400.00
1/20/2020	1	Non-contract (Operat...	Looking for buried manholes using the snow as an indicator kc	70.00	70.00
1/22/2020	1.5	Non-contract (Operat...	Zak called said that the Chemical feed pump quit working. Go to site and work on pump.KC	70.00	105.00
1/24/2020	9	Jetter Unit Operator	Jetted sewer lines AG	180.00	1,620.00
1/25/2020	14	Jetter Unit Operator	Jetted sewer lines. AG	180.00	2,520.00
1/25/2020	11	Jetter Operator	Jetted sewer lines. CN	70.00	770.00
1/26/2020	13	Jetter Unit Operator	Jetted sewer lines.AG	180.00	2,340.00
1/26/2020	11	Jetter Operator	Jetted sewer lines. CN	70.00	770.00
1/27/2020	1	Non-contract (Operat...	Replaced relay at the lift station on Shagbark KC	70.00	70.00
1/28/2020	14	Jetter Unit Operator	Jetted sewer lines. AG	180.00	2,520.00
1/28/2020	10	Jetter Operator	Jetted sewer lines. CN	70.00	700.00
1/29/2020	12	Jetter Unit Operator	Jetted sewer line. AG	180.00	2,160.00
1/29/2020	9.5	Jetter Operator	Jetted sewer lines. CN	70.00	665.00
1/30/2020	1	Jetter Unit Operator	Jetted sewer lines.AG	180.00	180.00
1/30/2020	11	Jetter Unit Operator	Jetted sewer lines.AG	180.00	1,980.00
1/30/2020	7	Jetter Operator	Jetted sewer lines. CN	70.00	490.00
1/30/2020	12	Vehicle Use Reimb Group	Vehicle Use of \$35 per day	35.00	420.00
12/17/2019			Rural King-Materials, 12/17/2020, kc	12.71	12.71
12/30/2019			Lowe's-Materials, 12/30/2019, jr	296.73	296.73
1/13/2020			Country Inn & Suites-Lodging, 01/13/2020, jr (bill total \$1,617.55)-221	539.19	539.19
1/14/2020			Dwyer Instruments, Inc.-Invoice 0437044, 01/14/2020, sr (invoice total \$1,181.36)	1,117.50	1,117.50
1/20/2020			Country Inn & Suites-Lodging, 01/20/2020, ag-326	400.64	400.64
1/20/2020			Country Inn & Suites-Lodging, 01/20/2020, ag-324	400.64	400.64
1/28/2020			The Home Depot-Materials, 01/28/2020, jr	167.59	167.59
<b>Total</b>				<b>\$4,133.00</b>	

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass

Airview	\$4,133.00
Brocklyn	\$4,133.00
Fox Run	\$4,133.00
Kingswood	\$4,133.00
Lake Columbia	\$4,133.00
LH Treatment	\$4,133.00
Great Oaks	\$4,133.00
Golden Acres	\$4,133.00
Persimmon Ridge	\$4,133.00
<b>Total</b>	<b>\$37,197.00</b>

**Arkansas**

Eagle Ridge

Eaglebrook	\$3,300.00
Huntington Estates	\$1,750.00
Shadow Ridge	\$3,300.00
<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows

**Total \$5,000.00**

Hayden's Place

**Total \$1,750.00**

Oak Hill

North Hills	\$1,750.00
Oak Tree	\$1,750.00
<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake

**Total \$5,000.00**

St. Joseph's Glen

**Total \$3,000.00**

**Louisiana**

Magnolia

North

Cherry Ridge	\$3,580.00
Evangeline	\$3,580.00
Jones Rolling Ridge Water	\$1,790.00
Jones Rolling Ridge Sewer	\$1,790.00
Olde Oaks	\$3,580.00
S & S	\$3,580.00
Suburban Water	\$1,790.00
Suburban Sewer	\$1,790.00
Wildwood Water	\$1,790.00
Wildwood Sewer	\$1,790.00

South

Mo-Dad \$199,500.00

**Total \$224,560.00**

**Missouri**

Confluence Rivers

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

Elm Hills

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

Indian Hills

**Total \$4,750.00**

Raccoon Creek

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

4-29-20  




Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
3/9/2020	1228

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 500 Northwest Plaza Dr., Suite 500 St. Ann, MO 63074

DATE RCVD <u>05/12/20</u> GL CODE <u>742</u>
PRCD BY <u>Krista</u> GL DATE <u>2/28/20</u>

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty.	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass Operati...	Contract Operational Services for April	4,133.00	37,197.00
				<b>Total</b>	<b>\$37,197.00</b>

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass

Airview	\$4,133.00
Brocklyn	\$4,133.00
Fox Run	\$4,133.00
Kingswood	\$4,133.00
Lake Columbia	\$4,133.00
LH Treatment	\$4,133.00
Great Oaks	\$4,133.00
Golden Acres	\$4,133.00
Persimmon Ridge	\$4,133.00
<b>Total</b>	<b>\$37,197.00</b>

**Arkansas**

Eagle Ridge

Eaglebrook	\$3,300.00
Huntington Estates	\$1,750.00
Shadow Ridge	\$3,300.00
<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows

**Total \$5,000.00**

Hayden's Place

**Total \$1,750.00**

Oak Hill

North Hills	\$1,750.00
Oak Tree	\$1,750.00
<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake

**Total \$5,000.00**

St. Joseph's Glen

**Total \$3,000.00**

**Louisiana**

Magnolia

North

Cherry Ridge	\$3,580.00
Evangeline	\$3,580.00
Jones Rolling Ridge Water	\$1,790.00
Jones Rolling Ridge Sewer	\$1,790.00
Olde Oaks	\$3,580.00
S & S	\$3,580.00
Suburban Water	\$1,790.00
Suburban Sewer	\$1,790.00
Wildwood Water	\$1,790.00
Wildwood Sewer	\$1,790.00

South

Mo-Dad \$199,500.00

**Total \$224,560.00**

**Missouri**

Confluence Rivers

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

Elm Hills

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

Indian Hills

**Total \$4,750.00**

Raccoon Creek

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

4-29-20



Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
4/1/2020	1337

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>05/06/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>5/1/20</u>

642 - \$6,066.02  
 742 - \$43,195.00

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty.	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for May	4,133.00	37,197.00
	0.67	KY-Bluegrass 2	Contract Operational Services for May	18,006.00	12,064.02
<div style="border: 1px solid green; border-radius: 10px; padding: 10px; display: inline-block;"> <p><b>APPROVED</b>  <i>By JayFavor at 8:45 am, May 08, 2020</i></p> </div>					
				<b>Total</b>	<b>\$49,261.02</b>





Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
5/1/2020	1465

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>06/29/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>6/1/20</u>

701 - 43,199.00  
 636.3 - 12,004.00

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty.	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for June	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for June	18,006.00	18,006.00
				<b>Total</b>	<b>\$55,203.00</b>

**APPROVED**

*By JayFavor at 12:54 pm, Jun 25, 2020*

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

**Bluegrass**

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Missouri**

**Confluence Rivers**

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

**Elm Hills**

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

**Indian Hills**

<b>Total</b>	<b>\$4,750.00</b>
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**Raccoon Creek**

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

**Louisiana**

**Magnolia**

North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$199,500.00
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<b>Total</b>	<b>\$224,560.00</b>
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Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
6/1/2020	1561

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>07/08/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>7/1/20</u>

701 - \$43,199  
 636.3 - \$12,004

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty.	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for July	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for July	18,006.00	18,006.00
				<b>Total</b>	\$55,203.00

**APPROVED**

*By JayFavor at 12:54 pm, Jun 25, 2020*

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

**Bluegrass**

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Missouri**

Confluence Rivers		
	Auburn Lake Water	\$1,250.00
	Auburn Lake Sewer	\$1,250.00
	Calvey Brook Water	\$1,625.00
	Calvey Brook Sewer	\$1,625.00
	Eugene Water	\$3,500.00
	Evergreen Water	\$3,000.00
	Gladlo Water	\$1,725.00
	Gladlo Sewer	\$1,725.00
	Lake Virginia Sewer	\$2,000.00
	Majestic Lakes Water	\$3,000.00
	Majestic Lakes Sewer	\$3,000.00
	Mill Creek Sewer	\$3,500.00
	Ranch Roy-L Water	\$1,900.00
	Ranch Roy-L Sewer	\$1,900.00
	Smithview (Kuhle) Water	\$2,160.00
	Villa Ridge Sewer	\$5,000.00
	Willows Water	\$2,250.00
	Willows Sewer	\$2,250.00
	<b>Total</b>	<b>\$42,660.00</b>

**Elm Hills**

	Missouri Utilities Water	\$1,742.40
	Missouri Utilities Sewer	\$1,742.40
	Twin Oaks	\$1,725.00
	Rainbow Acres	\$1,725.00
	State Park Village	\$1,795.20
	<b>Total</b>	<b>\$8,730.00</b>

Indian Hills	<b>Total</b>	<b>\$4,750.00</b>
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Raccoon Creek		
	Villages of Whiteman	\$1,698.84
	WPC	\$1,698.83
	WSS	\$1,698.83
	<b>Total</b>	<b>\$5,096.50</b>

**Louisiana**

Magnolia		
North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$199,500.00
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<b>Total</b>	<b>\$224,560.00</b>
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Midwest Water Operations LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice
7/1/2020	1662

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>08/10/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>8/1/20</u>

701 - \$43,199.00  
 636.3 - \$12,004.00

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty.	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for August	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for August	18,006.00	18,006.00
				<b>Total</b>	<b>\$55,203.00</b>

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

Bluegrass

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Louisiana**

Magnolia		
North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$199,500.00
	<b>Total</b>	<b>\$224,560.00</b>

**Missouri**

Confluence Rivers		
	Auburn Lake Water	\$1,250.00
	Auburn Lake Sewer	\$1,250.00
	Calvey Brook Water	\$1,625.00
	Calvey Brook Sewer	\$1,625.00
	Eugene Water	\$3,500.00
	Evergreen Water	\$3,000.00
	Gladlo Water	\$1,725.00
	Gladlo Sewer	\$1,725.00
	Lake Virginia Sewer	\$2,000.00
	Majestic Lakes Water	\$3,000.00
	Majestic Lakes Sewer	\$3,000.00
	Mill Creek Sewer	\$3,500.00
	Ranch Roy-L Water	\$1,900.00
	Ranch Roy-L Sewer	\$1,900.00
	Smithview (Kuhle) Water	\$2,160.00
	Villa Ridge Sewer	\$5,000.00
	Willows Water	\$2,250.00
	Willows Sewer	\$2,250.00
	<b>Total</b>	<b>\$42,660.00</b>

Elm Hills

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

Indian Hills	<b>Total</b>	<b>\$4,750.00</b>
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Raccoon Creek		
	Villages of Whiteman	\$1,698.84
	WPC	\$1,698.83
	WSS	\$1,698.83
	<b>Total</b>	<b>\$5,096.50</b>

Osage	<b>Total</b>	<b>\$17,200.00</b>
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**APPROVED**  
By JayFavor at 7:43 am, Jul 16, 2020



Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
8/1/2020	625

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>09/08/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>9/1/20</u>

701 - \$43,199  
 636.3 - \$12,004

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for September	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for September	18,006.00	18,006.00
				<b>Total</b>	<b>\$55,203.00</b>

**APPROVED**

*By JayFavor at 12:54 pm, Jun 25, 2020*

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

**Bluegrass**

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Missouri**

**Confluence Rivers**

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

**Elm Hills**

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

**Indian Hills**

**Total \$4,750.00**

**Raccoon Creek**

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

**Louisiana**

**Magnolia**

North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$199,500.00
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**Total \$224,560.00**





Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
9/1/2020	00883

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD	10/05/20	GL CODE	701/636.3
PRCD BY	Krista	GL DATE	10/1/20

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for October	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for October	18,006.00	18,006.00
				<b>Total</b>	\$55,203.00

**APPROVED**

*By JayFavor at 12:54 pm, Jun 25, 2020*

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass

Airview	\$4,133.00
Brocklyn	\$4,133.00
Fox Run	\$4,133.00
Kingswood	\$4,133.00
Lake Columbia	\$4,133.00
LH Treatment	\$4,133.00
Great Oaks	\$4,133.00
Golden Acres	\$4,133.00
Persimmon Ridge	\$4,133.00
<b>Total</b>	<b>\$37,197.00</b>

Bluegrass

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge

Eaglebrook	\$3,300.00
Huntington Estates	\$1,750.00
Shadow Ridge	\$3,300.00
<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows **Total \$5,000.00**

Hayden's Place **Total \$1,750.00**

Oak Hill

North Hills	\$1,750.00
Oak Tree	\$1,750.00
<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake **Total \$3,500.00**

St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Missouri**

Confluence Rivers

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

Elm Hills

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

Indian Hills

**Total \$4,750.00**

Raccoon Creek

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

**Louisiana**

Magnolia

North

Cherry Ridge	\$3,580.00
Evangeline	\$3,580.00
Jones Rolling Ridge Water	\$1,790.00
Jones Rolling Ridge Sewer	\$1,790.00
Olde Oaks	\$3,580.00
S & S	\$3,580.00
Suburban Water	\$1,790.00
Suburban Sewer	\$1,790.00
Wildwood Water	\$1,790.00
Wildwood Sewer	\$1,790.00

South

Mo-Dad \$199,500.00

**Total \$224,560.00**



Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
10/1/2020	1199

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>11/11/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>11/1/20</u>

636.3 - \$12,004.00  
 701 - \$43,199.00

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for November	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for November	18,006.00	18,006.00
				<b>Total</b>	<b>\$55,203.00</b>

**APPROVED**

*By JayFavor at 12:54 pm, Jun 25, 2020*

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

**Bluegrass**

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Missouri**

**Confluence Rivers**

Auburn Lake Water	\$1,250.00
Auburn Lake Sewer	\$1,250.00
Calvey Brook Water	\$1,625.00
Calvey Brook Sewer	\$1,625.00
Eugene Water	\$3,500.00
Evergreen Water	\$3,000.00
Gladlo Water	\$1,725.00
Gladlo Sewer	\$1,725.00
Lake Virginia Sewer	\$2,000.00
Majestic Lakes Water	\$3,000.00
Majestic Lakes Sewer	\$3,000.00
Mill Creek Sewer	\$3,500.00
Ranch Roy-L Water	\$1,900.00
Ranch Roy-L Sewer	\$1,900.00
Smithview (Kuhle) Water	\$2,160.00
Villa Ridge Sewer	\$5,000.00
Willows Water	\$2,250.00
Willows Sewer	\$2,250.00
<b>Total</b>	<b>\$42,660.00</b>

**Elm Hills**

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

**Indian Hills**

<b>Total</b>	<b>\$4,750.00</b>
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**Raccoon Creek**

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

**Louisiana**

**Magnolia**

North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$199,500.00
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<b>Total</b>	<b>\$224,560.00</b>
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Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
11/1/2020	01521

DATE RCVD <u>12/02/20</u>	GL CODE <u>See Below</u>
PRCD BY <u>Krista</u>	GL DATE <u>12/1/20</u>

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

701 - \$43,199.00  
 636.3 - \$12,004.00

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty	Item Code	Description	Price Each	Amount
	9	KY-Bluegrass 1	Contract Operational Services for December	4,133.00	37,197.00
	1	KY-Bluegrass 2	Contract Operational Services for December	18,006.00	18,006.00
				<b>Total</b>	<b>\$55,203.00</b>

**Contractual Monthly Operations Expenses**

**Midwest Water Operations**

**Kentucky**

Bluegrass		
	Airview	\$4,133.00
	Brocklyn	\$4,133.00
	Fox Run	\$4,133.00
	Kingswood	\$4,133.00
	Lake Columbia	\$4,133.00
	LH Treatment	\$4,133.00
	Great Oaks	\$4,133.00
	Golden Acres	\$4,133.00
	Persimmon Ridge	\$4,133.00
	<b>Total</b>	<b>\$37,197.00</b>

Bluegrass		
Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

**Arkansas**

Eagle Ridge		
	Eaglebrook	\$3,300.00
	Huntington Estates	\$1,750.00
	Shadow Ridge	\$3,300.00
	<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill		
	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Louisiana**

Magnolia		
North	Cherry Ridge	\$3,580.00
	Evangeline	\$3,580.00
	Jones Rolling Ridge Water	\$1,790.00
	Jones Rolling Ridge Sewer	\$1,790.00
	Olde Oaks	\$3,580.00
	S & S	\$3,580.00
	Suburban Water	\$1,790.00
	Suburban Sewer	\$1,790.00
	Wildwood Water	\$1,790.00
	Wildwood Sewer	\$1,790.00

South	Mo-Dad	\$201,400.00
	Major	\$2,500.00
	<b>Total</b>	<b>\$228,960.00</b>

**Missouri**

Confluence Rivers		
	Auburn Lake Water	\$1,250.00
	Auburn Lake Sewer	\$1,250.00
	Calvey Brook Water	\$1,625.00
	Calvey Brook Sewer	\$1,625.00
	Eugene Water	\$3,500.00
	Evergreen Water	\$3,000.00
	Gladlo Water	\$1,725.00
	Gladlo Sewer	\$1,725.00
	Lake Virginia Sewer	\$2,000.00
	Majestic Lakes Water	\$3,000.00
	Majestic Lakes Sewer	\$3,000.00
	Mill Creek Sewer	\$3,500.00
	Ranch Roy-L Water	\$1,900.00
	Ranch Roy-L Sewer	\$1,900.00
	Smithview (Kuhle) Water	\$2,160.00
	Villa Ridge Sewer	\$5,000.00
	Willows Water	\$2,250.00
	Willows Sewer	\$2,250.00
	<b>Total</b>	<b>\$42,660.00</b>

Elm Hills		
	Missouri Utilities Water	\$1,742.40
	Missouri Utilities Sewer	\$1,742.40
	Twin Oaks	\$1,725.00
	Rainbow Acres	\$1,725.00
	State Park Village	\$1,795.20
	<b>Total</b>	<b>\$8,730.00</b>

Indian Hills	<b>Total</b>	<b>\$4,750.00</b>
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Raccoon Creek		
	Villages of Whiteman	\$1,698.84
	WPC	\$1,698.83
	WSS	\$1,698.83
	<b>Total</b>	<b>\$5,096.50</b>

Osage	<b>Total</b>	<b>\$17,200.00</b>
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**APPROVED**  
*By JayFavor at 8:53 am, Oct 06, 2020*



Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
11/20/2020	01658

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD <u>12/08/20</u>	GL CODE <u>701</u>
PRCD BY <u>Krista</u>	GL DATE <u>11/20/20</u>

**APPROVED**  
*By JayFavor at 7:42 am, Dec 11, 2020*

Project
<u>KY-Bluegrass MONTHLY OPERATIONS</u>

Serviced	Qty	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass 3	Contract Operational Services for November prorated	4,801.60	4,801.60

<b>Total</b>	<b>\$4,801.60</b>
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Midwest Water Operations, LLC  
 1351 Jefferson Street, Suite 301  
 Washington, MO 63090  
 admin@midwestwaterop.com

# Invoice

Date	Invoice #
11/20/2020	01659

Bill To
CSWR, LLC/KY-Bluegrass Utility Josiah Cox 1650 Des Peres Rd, Suite 303 St. Louis, MO 63131

DATE RCVD	12/04/20	GL CODE	701
PRCD BY	Krista	GL DATE	12/1/20

Project
KY-Bluegrass MONTHLY OPERATIONS

Serviced	Qty	Item Code	Description	Price Each	Amount
	1	KY-Bluegrass 3	Contract Operational Services for December	12,004.00	12,004.00
				<b>Total</b>	<b>\$12,004.00</b>



**APPROVED**

**By JayFavor at 7:00 am, Jan 12, 2021**

**Contractual Monthly Operations Expenses  
Midwest Water Operations**

**Kentucky**

Bluegrass

Airview	\$4,133.00
Brocklyn	\$4,133.00
Fox Run	\$4,133.00
Kingswood	\$4,133.00
Lake Columbia	\$4,133.00
LH Treatment	\$4,133.00
Great Oaks	\$4,133.00
Golden Acres	\$4,133.00
Persimmon Ridge	\$4,133.00
<b>Total</b>	<b>\$37,197.00</b>

Round 2 Closings	Joann Estates (Timberland)	\$3,001.00
	Riverbluffs	\$3,001.00
	Center Ridge	\$12,004.00
	<b>Total</b>	<b>\$18,006.00</b>

Round 3 Closings	Arcadia Pines	\$3,001.00
	Carriage Park	\$3,001.00
	Marshall Ridge	\$3,001.00
	Randview	\$3,001.00
	<b>Total</b>	<b>\$12,004.00</b>

**Arkansas**

Eagle Ridge

Eaglebrook	\$3,300.00
Huntington Estates	\$1,750.00
Shadow Ridge	\$3,300.00
<b>Total</b>	<b>\$8,350.00</b>

Flushing Meadows	<b>Total</b>	<b>\$5,000.00</b>
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Hayden's Place	<b>Total</b>	<b>\$1,750.00</b>
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Oak Hill	North Hills	\$1,750.00
	Oak Tree	\$1,750.00
	<b>Total</b>	<b>\$3,500.00</b>

Sebastian Lake	<b>Total</b>	<b>\$3,500.00</b>
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St. Joseph's Glen	St. Joseph's Glen	\$3,000.00
	Cherokee Village	\$4,838.00
	<b>Total</b>	<b>\$7,838.00</b>

**Texas**

CSWR-TX

North Victoria	\$6,750.00
Coletto	\$6,750.00
Copano Heights	\$6,750.00
Council Creek	\$6,750.00
South Council Creek	\$6,750.00
South Silver Creek	\$6,750.00
<b>Total</b>	<b>\$40,500.00</b>

**North Carolina**

Ocean Terrace	<b>\$3,500.00</b>
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**Missouri**

Confluence Rivers

Auburn Lake Water	\$1,500.00
Auburn Lake Sewer	\$1,500.00
Calvey Brook Water	\$1,500.00
Calvey Brook Sewer	\$1,500.00
Eugene Water	\$1,500.00
Evergreen Water	\$1,500.00
Gladlo Water	\$1,500.00
Gladlo Sewer	\$1,500.00
Lake Virginia Sewer	\$1,500.00
Majestic Lakes Water	\$1,500.00
Majestic Lakes Sewer	\$1,500.00
Mill Creek Sewer	\$1,500.00
Ranch Roy-L Water	\$1,500.00
Ranch Roy-L Sewer	\$1,500.00
Smithview (Kuhle) Water	\$1,500.00
Villa Ridge Sewer	\$1,500.00
Willows Water	\$1,500.00
Willows Sewer	\$1,500.00
<b>Total</b>	<b>\$27,000.00</b>

Elm Hills

Missouri Utilities Water	\$1,742.40
Missouri Utilities Sewer	\$1,742.40
Twin Oaks	\$1,725.00
Rainbow Acres	\$1,725.00
State Park Village	\$1,795.20
<b>Total</b>	<b>\$8,730.00</b>

Indian Hills	<b>Total</b>	<b>\$4,750.00</b>
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Raccoon Creek

Villages of Whiteman	\$1,698.84
WPC	\$1,698.83
WSS	\$1,698.83
<b>Total</b>	<b>\$5,096.50</b>

Osage	<b>Total</b>	<b>\$17,200.00</b>
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**Louisiana**

Magnolia

North

Cherry Ridge	\$3,580.00
Evangeline	\$3,580.00
Jones Rolling Ridge Water	\$1,790.00
Jones Rolling Ridge Sewer	\$1,790.00
Olde Oaks	\$3,580.00
S & S	\$3,580.00
Suburban Water	\$1,790.00
Suburban Sewer	\$1,790.00
Wildwood Water	\$1,790.00
Wildwood Sewer	\$1,790.00

South

Mo-Dad	\$201,400.00
Major	\$2,500.00
<b>Total</b>	<b>\$228,960.00</b>



**Nitor Billing Services, LLC**  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1667**

**BILL TO**  
 Josiah Cox  
**Bluegrass Water Utility Operating**  
 Company, LLC  
 500 Northwest Plaza Drive  
 Suite 500  
 St. Ann, MO 63074

DATE 11/02/2019	PLEASE PAY \$2,466.00	DUE DATE 12/02/2019
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ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Nov 2019	1,233	2.00	2,466.00 /9

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE **\$2,466.00**

THANK YOU.

# 274 each system

DATE RCVD 11/4/19 GL CODE 903.100  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP 16 QB 11/2/19  
 DT PD 12/28/19 OK# 1047



**Nitor Billing Services, LLC**  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1710**

**BILL TO**

Josiah Cox  
**Bluegrass Water Utility Operating**  
 Company, LLC  
 500 Northwest Plaza Drive  
 Suite 500  
 St. Ann, MO 63074

DATE  
 12/06/2019

PLEASE PAY  
 \$2,760.00

DUE DATE  
 01/05/2020

**ACTIVITY**

**Billing Services**

Billing, customer service, payment receipting, and coordination services for Dec 2019

QTY

RATE

AMOUNT

1,380

2.00

2,760.00

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE

**\$2,760.00**

THANK YOU.

DATE RCVD 12/9/19 GL CODE 903.100  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP [Signature] QB 12/6/19  
 DT PD 12/20/19 GK# 1048

# 306.67 rate



**Nitor Billing Services, LLC**  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017 US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

DATE RCVD 12/16/19 GL CODE 903.100 Invoice **1728**  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 12/13/19  
 DT PD 12/30/19 CK# 1073

*SC*  
 12/19/19

**BILL TO**

Josiah Cox  
 Bluegrass Water Utility Operating  
 Company, LLC  
 500 Northwest Plaza Drive  
 Suite 500  
 St. Ann, MO 63074

DATE  
 12/13/2019

PLEASE PAY  
 \$979.80

DUE DATE  
 01/12/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Additional Charges for Full Page Bills in Color - Dec 2019 (Incremental expense versus post card)	1,380	0.16	220.80
<b>Billing Services</b> Additional Charges for #10 Envelopes / Folding & Inserting / Mail Processing - Dec 2019	1,380	0.55	759.00

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE

**\$979.80**

THANK YOU.



**Nitor Billing Services, LLC**  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017 US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1776**

**BILL TO**

Josiah Cox  
**Bluegrass Water Utility Operating**  
 Company, LLC  
 500 Northwest Plaza Drive  
 Suite 500  
 St. Ann, MO 63074

DATE  
01/07/2020

PLEASE PAY  
\$2,698.00

DUE DATE  
02/06/2020

**ACTIVITY**

**Billing Services**

Billing, customer service, payment receipting, and coordination services for Jan 2020

1348

QTY	RATE	AMOUNT
1,349	2.00	2,698.00

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE

**\$2,698.00**

THANK YOU.

DATE RCVD 1/8/20 GL CODE 903.100  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP LS QB 1/7/20  
 DT PD 1/28/20 CK# 1099

DATE RCVD 2/10/20 GL CODE 903.100  
 SCAN \_\_\_\_\_ EMAIL \_\_\_\_\_ JOB \_\_\_\_\_  
 DATAPP \_\_\_\_\_ QB 2/9/20  
 DT PD \_\_\_\_\_ CK# 1126



**Nitor Billing Services, LLC** 2/25/20  
 15290 Lochcrest Ct  
 Chesterfield, MO 63017 US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1803**

**BILL TO**

Josiah Cox  
 Bluegrass Water Utility Operating  
 Company, LLC  
 500 Northwest Plaza Drive  
 Suite 500  
 St. Ann, MO 63074

DATE  
02/09/2020

PLEASE PAY  
\$3,062.25

DUE DATE  
03/10/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Feb 2020	1,361	2.25	3,062.25

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE

**\$3,062.25**

THANK YOU.

**APPROVED**

By Stacy Culleton at 10:03 am, Apr 17, 2020

Invoice **1836**



**Nitor Billing Services, LLC**  
15290 Lochcrest Ct  
Chesterfield, MO 63017 US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

DATE RCVD	<u>04/16/20</u>	GL CODE	<u>903.100</u>
PRCD BY	<u>Krista</u>	GL DATE	<u>3/9/20</u>

**BILL TO**

Josiah Cox  
**Bluegrass Water Utility Operating**  
Company,LLC  
500 Northwest Plaza Drive  
Suite 500  
St. Ann, MO 63074

DATE	PLEASE PAY	DUE DATE
03/09/2020	\$3,030.75	04/08/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Mar 2020	1,347	2.25	3,030.75

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE **\$3,030.75**

THANK YOU.

**APPROVED**

By Stacy Culleton at 12:14 pm, May 01, 2020

Invoice **1867**



**Nitor Billing Services, LLC**  
15290 Lochcrest Ct  
Chesterfield, MO 63017 US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

DATE RCVD 04/16/20 GL CODE 903.100  
PRCD BY Krista GL DATE 4/8/20

**BILL TO**

Josiah Cox  
**Bluegrass Water Utility Operating**  
Company, LLC  
500 Northwest Plaza Drive  
Suite 500  
St. Ann, MO 63074

DATE  
04/08/2020

PLEASE PAY  
\$3,039.75

DUE DATE  
05/08/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Apr 2020	1,351	2.25	3,039.75

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE

**\$3,039.75**

THANK YOU.



**APPROVED**

By Stacy Culleton at 2:28 pm, Jun 11, 2020

Invoice **1884**



**Nitor Billing Services, LLC**  
1734 Clarkson Rd, #138  
MO US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

DATE RCVD	05/14/20	GL CODE	903.100
PRCD BY	Krista	GL DATE	5/8/20

**BILL TO**

Bluegrass Water Utility Operating  
Company, LLC  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131

DATE	PLEASE PAY	DUE DATE
05/08/2020	\$3,035.25	06/07/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for May 2020	1,349	2.25	3,035.25

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE **\$3,035.25**

THANK YOU.

**APPROVED**

By Stacy Culleton at 11:05 am, Jul 02, 2020

Invoice **1898**



Nitor Billing Services, LLC  
1734 Clarkson Rd, #138  
MO US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

DATE RCVD 06/17/20 GL CODE 908.100?

PRCD BY Krista GL DATE 6/5/20

**BILL TO**

Bluegrass Water Utility Operating  
Company, LLC  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131

DATE  
06/05/2020

PLEASE PAY  
\$3,597.75

DUE DATE  
07/05/2020

**ACTIVITY**

**QTY**

**RATE**

**AMOUNT**

**Billing Services**

1,599

2.25

3,597.75

Billing, customer service, payment receipting, and coordination services for June 2020

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE

**\$3,597.75**

THANK YOU.

- Airview - 198
- Brocklyn - 93
- Fox Run - 35
- Kingswood - 131
- Lake Columbia - 32
- LH - 323
- Great Oaks - 158
- Golden Acres - 29
- Persimmon Ridge - 349
- River Bluffs - 179
- Joann/Timberland - 69

**APPROVED**

By Stacy Culleton at 1:11 pm, Aug 07, 2020

Invoice **1915**



**Nitor Billing Services, LLC**  
1734 Clarkson Rd, #138  
MO US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

DATE RCVD	07/24/20	GL CODE	903.100
PRCD BY	Krista	GL DATE	7/7/20

**BILL TO**

Bluegrass Water Utility Operating  
Company, LLC  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131

DATE	PLEASE PAY	DUE DATE
07/07/2020	\$4,288.50	08/06/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for July 2020 - Sewer	1,602	2.25	3,604.50
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for July 2020 - Water	304	2.25	684.00

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE **\$4,288.50**

THANK YOU.

DATE RCVD 08/24/20 GL CODE 903.100

PRCD BY Krista GL DATE 8/7/20



**Nitor Billing Services, LLC**  
1734 Clarkson Rd, #138  
MO US  
(314) 616-9532  
mark.peterman@nitorbillingservices.com

Invoice **1932**

**BILL TO**

**Bluegrass Water Utility Operating**  
Company, LLC  
1650 Des Peres Rd., Suite 303  
St. Louis, MO 63131

DATE  
08/07/2020

PLEASE PAY  
\$4,387.50

DUE DATE  
09/06/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Aug 2020 - Sewer	1,614	2.25	3,631.50
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Aug 2020 - Water	336	2.25	756.00

Please Remit Payment to:  
Nitor Billing Services, LLC  
1734 Clarkson Road, #138  
Chesterfield, MO 63017

TOTAL DUE

**\$4,387.50**

THANK YOU.

Airview - 202  
Brocklyn - 93  
Center Ridge - 336  
Fox Run - 35  
Golden Acres - 29  
Great Oaks - 159  
Kingswood - 132  
Lake Columbia - 32  
LH - 325  
Persimmon Ridge - 355  
River Bluffs - 181  
Joann Estates - 71

**APPROVED**

*By Stacy Culleton at 12:13 pm, Aug 31, 2020*



**Nitor Billing Services, LLC**  
 1734 Clarkson Rd, #138  
 MO US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1948**

DATE RCVD	09/22/20	GL CODE	903.100
PRCD BY	Krista	GL DATE	9/4/20

**BILL TO**

Bluegrass Water Utility Operating  
 Company, LLC  
 1650 Des Peres Rd., Suite 303  
 St. Louis, MO 63131

DATE	PLEASE PAY	DUE DATE
09/04/2020	\$4,391.49	10/04/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Sep 2020 - Sewer	1,605	2.25	3,611.25
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Sep 2020 - Water	338	2.25	760.50
<b>Billing Services</b> Insert 1-sided BW letter for Center Ridge	329	0.06	19.74

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE	<b>\$4,391.49</b>
-----------	-------------------

THANK YOU.

**APPROVED**  
*By Stacy Culleton at 2:32 pm, Sep 28, 2020*

- Airview - 199
- Brocklyn - 93
- Center Ridge - 337
- Fox Run - 35
- Golden Acres - 29
- Great Oaks - 158
- Kingswood - 132
- Lake Columbia - 32
- LH - 324
- Persimmon Ridge - 356
- River Bluffs - 179
- Joann Estates - 69

DATE RCVD 10/23/20 GL CODE 903.100  
 PRCD BY Krista GL DATE 10/8/20



**Nitor Billing Services, LLC**  
 1734 Clarkson Rd, #138  
 MO US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1963**

**APPROVED**  
*By Stacy Culleton at 12:29 pm, Nov 02, 2020*

**BILL TO**

**Bluegrass Water Utility Operating**  
 Company, LLC  
 1650 Des Peres Rd., Suite 303  
 St. Louis, MO 63131

DATE 10/08/2020	PLEASE PAY \$4,371.75	DUE DATE 11/07/2020
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ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Oct 2020 - Sewer	1,605	2.25	3,611.25
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Oct 2020 - Water	338	2.25	760.50

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE **\$4,371.75**

THANK YOU.

- Airview - 204
- Brocklyn - 92
- Center Ridge - 336
- Fox Run - 35
- Golden Acres - 29
- Great Oaks - 158
- Kingswood - 131
- Lake Columbia - 33
- LH - 328
- Persimmon - 353
- River Bluffs - 180
- Joann Estates - 69



**Nitor Billing Services, LLC**  
 1734 Clarkson Rd, #138  
 MO US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **1984**

DATE RCVD	11/23/20	GL CODE	903.100
PRCD BY	Krista	GL DATE	11/9/20

**BILL TO**

Bluegrass Water Utility Operating  
 Company, LLC  
 1650 Des Peres Rd., Suite 303  
 St. Louis, MO 63131

DATE	PLEASE PAY	DUE DATE
11/09/2020	\$4,360.50	12/09/2020

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Nov 2020 - Sewer	1,603	2.25	3,606.75
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Nov 2020 - Water	335	2.25	753.75

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE **\$4,360.50**

THANK YOU.

- Airview - 199
- Brocklyn - 92
- Center Ridge - 338
- Fox Run - 35
- Golden Acres - 29
- Great Oaks - 158
- Kingswood - 132
- Lake Columbia - 33
- LH - 326
- Persimmon Ridge - 350
- River Bluffs - 179
- Timberland - 70

**APPROVED**  
*By Stacy Culleton at 2:51 pm, Dec 09, 2020*



**Nitor Billing Services, LLC**  
 1734 Clarkson Rd, #138  
 MO US  
 (314) 616-9532  
 mark.peterman@nitorbillingservices.com

Invoice **2000**

DATE RCVD	12/28/20	GL CODE	903.100
PRCD BY	Krista	GL DATE	12/8/20

**BILL TO**

Bluegrass Water Utility Operating  
 Company, LLC  
 1650 Des Peres Rd., Suite 303  
 St. Louis, MO 63131

DATE	PLEASE PAY	DUE DATE
12/08/2020	\$4,374.00	01/07/2021

ACTIVITY	QTY	RATE	AMOUNT
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Dec 2020 - Sewer	1,605	2.25	3,611.25
<b>Billing Services</b> Billing, customer service, payment receipting, and coordination services for Dec 2020 - Water	339	2.25	762.75

Please Remit Payment to:  
 Nitor Billing Services, LLC  
 1734 Clarkson Road, #138  
 Chesterfield, MO 63017

TOTAL DUE	<b>\$4,374.00</b>
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THANK YOU.

- Airview-450
- Brocklyn-207
- CR(water)-762.75
- Fox run-78.50
- Golden Acres-63
- Great Oaks-357.75
- Kingswood-308.25
- Lake Columbia-72
- Longview-732
- Persimmon
- Ridge-789.75
- River Bluffs-400
- Joann Estates-153.



### **Request**

16. a. Provide a copy of each service agreement or contract that Bluegrass Water has with an affiliate company
  - b. Describe in detail the pricing policies of Bluegrass Water and its affiliates with regard to affiliate company transactions.
  - c. List and describe each service that each affiliated company renders to Bluegrass Water.
  - d. For each service listed above, describe the benefit(s), if any, that Bluegrass Water derives from the provision of this service from the affiliate.
- 

### **Response**

- a. No such agreements exist.
- b. There are two kinds of affiliate transactions that occur. One involves working capital transfers from CSWR, LLC, to Bluegrass Water. These are classified in the books and records as intercompany payables and receivables with no associated fees, expenses or interest. The other kind of affiliate relates to the allocation of costs for services provided by CSWR, LLC. The types of services CSWR provides and the method used to allocate a portion of those costs to Bluegrass is explained on page 11 of the direct testimony of company witness Brent G Thies. All services provided to Bluegrass by CSWR are provided at CSWR's cost.
- c. The services CSWR, LLC, provides Bluegrass are described on page 11 of the direct testimony of company witness Brent Thies.
- d. Through its affiliation with CSWR, LLC, Bluegrass has access to technical and managerial expertise and experience not usually available to systems of its size and at a lower cost than otherwise would be available because of the economies of scale the affiliated structure is able to achieve. The services CSWR provides ensures Bluegrass is able to comply with all

environmental regulations and make reasonable, prudent, and timely investments to ensure safe and reliable service to its customers.

**Request**

17. Provide a comprehensive list and detailed description of the services that Bluegrass Water has provided to affiliated companies.

---

**Response**

Bluegrass Water does not provide services to affiliated companies.

## Request

18. Provide a spreadsheet with the following information for Bluegrass Water and CSWR's jurisdictional operations for each corporate officer and, as a group, in total, by category, the Directors, Managers, Supervisors, and Exempt and Non Exempt employees for the years 2018 through 2019, the base period, and the forecasted period (in gross dollars—not hourly or monthly rates).
  - a. Regular salary or pay.
  - b. Overtime pay.
  - c. Excess vacation payout.
  - d. Standby/Dispatch pay.
  - e. Bonus and incentive pay.
  - f. Any other forms of incentives (may include stock options or forms of deferred compensation).
  - g. Other amounts paid and reported on the employees' W-2 (specify).
  - h. Healthcare benefit cost for employees.
    - (1) Amount paid by the employer.
    - (2) Amount paid by the employee.
  - i. Dental benefits cost for employees.
    - (1) Amount paid by the employer.
    - (2) Amount paid by the employee.
  - j. Vision benefits cost for employees.
    - (1) Amount paid by the employer.
    - (2) Amount paid by the employee.
  - k. Life insurance cost for employees.
    - (1) Amount paid by the employer.
    - (2) Amount paid by the employee.
  - l. Accidental death and disability benefits.
    - (1) Amount paid by the employer.
    - (2) Amount paid by the employee.
  - m. Defined Contribution – 401(k) or similar plan cost for employees. Provide the amount paid by employer.
  - n. Defined Benefit Retirement cost for employees.

- (1) Amount paid by the employer.
  - (2) Amount paid by the employee.
  - o. Cost of any other benefit available to an employee (specify).
- 

**Response**

Please see the spreadsheet attached as K2020-00290\_BW\_0078.

Bluegrass Water Utility Operating Company, LLC  
 CSWR, LLC Employee Salaries & Benefits Cost  
 Case No. 2020-00290

Calendar Year 2018

<u>Name</u>	<u>Category</u>	<u>Salary</u>	<u>Overtime</u>	<u>Bonus</u>	<u>Healthcare-ER portion</u>	<u>Healthcare-EE portion</u>	<u>Dental-ER portion</u>	<u>Dental-EE portion</u>	<u>Vision-ER portion</u>	<u>Vision-EE portion</u>	<u>Life/STD/LTD-ER portion</u>	<u>Life/STD/LTD-EE portion</u>	<u>401k ER match</u>	<u>Total Company Expense</u>	<u>Total EE Contribution</u>
Cox, Josiah	Officer														
Thomas, Forrest	Officer														
	Exempt														
	Non-Exempt														
	Director														

Calendar Year 2019

<u>Name</u>	<u>Category</u>	<u>Salary</u>	<u>Overtime</u>	<u>Bonus</u>	<u>Healthcare-ER portion</u>	<u>Healthcare-EE portion</u>	<u>Dental-ER portion</u>	<u>Dental-EE portion</u>	<u>Vision-ER portion</u>	<u>Vision-EE portion</u>	<u>Life/STD/LTD-ER portion</u>	<u>Life/STD/LTD-EE portion</u>	<u>401k ER match</u>	<u>Total Company Expense</u>	<u>Total EE Contribution</u>
Cox, Josiah	Officer														
Thomas, Forrest	Officer														
	Exempt														
	Non-Exempt														
	Director														
	Manager														

Base Period - Calendar Year 2020

<u>Name</u>	<u>Category</u>	<u>Salary</u>	<u>Overtime</u>	<u>Bonus</u>	<u>Healthcare-ER portion</u>	<u>Healthcare-EE portion</u>	<u>Dental-ER portion</u>	<u>Dental-EE portion</u>	<u>Vision-ER portion</u>	<u>Vision-EE portion</u>	<u>Life/STD/LTD-ER portion</u>	<u>Life/STD/LTD-EE portion</u>	<u>401k ER match</u>	<u>Total Company Expense</u>	<u>Total EE Contribution</u>
Cox, Josiah	Officer														
Moore, Martin	Officer														
Thomas, Forrest	Officer														
	Exempt														
	Non-Exempt														
	Director														
	Manager														

Forecast Period

<u>Name</u>	<u>Category</u>	<u>Salary</u>	<u>Overtime</u>	<u>Bonus</u>	<u>Healthcare-ER portion</u>	<u>Healthcare-EE portion</u>	<u>Dental-ER portion</u>	<u>Dental-EE portion</u>	<u>Vision-ER portion</u>	<u>Vision-EE portion</u>	<u>Life/STD/LTD-ER portion</u>	<u>Life/STD/LTD-EE portion</u>	<u>401k ER match</u>	<u>Total Company Expense</u>	<u>Total EE Contribution</u>
Cox, Josiah	Officer														
Moore, Martin	Officer														
Thomas, Forrest	Officer														
	Exempt														
	Non-Exempt														
	Director														
	Manager														

**Request**

19. For each item of benefits listed in response to Request No. 18 above where an employee is required to pay part of the cost, provide a detailed explanation as to how the employee contribution rate was determined.
- 

**Response**

CSWR employees are responsible for 1% of the cost of the combined health, dental, and vision benefit. All other benefits are paid 100% by the company. The amount was determined based on examining industry standards and assessing the need to attract qualified candidates to a small, start-up entity.

### **Request**

20. Provide a listing of all health care plan categories, dental plan categories, and vision plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt and Non Exempt employees, i.e., single, married no dependents, single parent with dependents, family, etc. Include the associated employee contribution rates and employer contribution rates of the total premium cost for each category, and each plan's deductible(s) amounts.

---

### **Response**

CSWR, LLC provides a single plan option for health, dental and vision insurance, which is available to all employees. Coverage can include employee only or can include spouse, children or family coverage options. CSWR, LLC pays 99% of the total premium for all coverages and the employee pays 1%. The deductible for the plan is \$500 per individual and \$1,000 per family covered.



**Request**

21. Provide a listing of all life insurance plan categories available to corporate officers individually and to groups defined as Directors, Managers, Supervisors, Exempt, and Non Exempt employees. Include the associated employee contribution rates and employer contribution rates of the total premium cost for each plan category.

---

**Response**

CSWR, LLC provides a single life insurance option for all employees. CSWR, LLC pays 100% of the premium for life insurance at an amount equal to two times the employee's annual salary up to a maximum of \$150,000.

**Request**

22. Provide a listing of all retirement plans categories available to corporate officers individually, and to groups defined as Directors, Managers, Supervisors, Exempt, and Non Exempt employees. Include the associated employee contribution rates, if any, and employer contribution rates of the total cost for each plan category.

---

**Response**

CSWR, LLC has only one retirement plan for all employees, which is a 401k plan with a guaranteed company contribution of 3% of compensation and a discretionary profit-sharing contribution of up to 2%.

**Request**

23. Provide schedules showing the current capital structure of Central States and CSWR in both dollars and percentages.

---

**Response**

Please see the table below for the capital structure of CSWR, LLC as of December 31, 2020.

Central States Water Resources, Inc., and CSWR, LLC are consolidated for the purposes of financial reporting and there is no separate capitalization for Central States Water Resources, Inc.

**CSWR, LLC Capital Structure**

---

<b>Item</b>	<b>Amount</b>	<b>% of Total</b>
Investor's Paid-in Capital	135,495,623	100%

**Request**

24. Explain the process by which CSWR raises equity capital on behalf of Bluegrass Water.

---

**Response**

US Water Resources, LLC provides the equity capital CSWR, LLC invests in Bluegrass Water.

**Request**

25. Explain the process by which CSWR raises debt capital on behalf of Bluegrass Water.

---

**Response**

CSWR has initiated discussions with third-party banks to assist Bluegrass Water in securing debt capital. Those discussions have indicated a need for 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. The capital company would then lend debt capital to Bluegrass Water, with security to be provided in the form of liens on Bluegrass Water's utility assets. The capital company is a bank requirement as well as an operational necessity and regulatory commission expectation, as the banks are requiring security beyond the assets of Bluegrass Water. The Kentucky-specific capital company is required to ensure Bluegrass Water's assets are ring-fenced and not pledged to secure loans for CSWR-affiliated utilities operating outside Kentucky. *See also*, Bluegrass Water's Response to 2 PSC 05, filed December 2, 2020 in Case No. 2020-00297.

To date, one of these banks has provided a proposed term sheet. Bluegrass acknowledges that any debt financing arrangements, including the term sheet and structure described in the preceding paragraph, would be subject to approval of a financing case with the Commission.

**Request**

26. Explain how Bluegrass Water distinguishes or will distinguish the debt financing it receives from CSWR from the equity financing it receives from CSWR if Bluegrass Water will obtain both debt and equity from CSWR.
- 

**Response**

Bluegrass will record debt from any source to the appropriate liability accounts and any equity to the appropriate equity account per the NARUC uniform system of accounts.

The accounting treatment for debt financing would be based on the loan parameters and the loan documentation provided by the lender.

However, Bluegrass does not intend to obtain debt from CSWR, LLC. All contributions to the company from CSWR, LLC, have been accounted for as equity.

**Request**

27. Explain why the systems managed by CSWR and Central States in Kentucky are connected to CSWR, LLC through Bluegrass Water UOC, LLC; Bluegrass Water UHC, LLC, and Kentucky CSWR, LLC; and identify which entity actually owns the real and personal property used to provide utility service to Bluegrass Water's customers.

---

**Response**

The holding company structure referenced in the data request was created to give CSWR, LLC, and Bluegrass Water UOC, LLC, maximum operational and financing flexibility, and the same structure currently is utilized in every state where CSWR-affiliated companies operate or are requesting regulatory commission authorization to commence operations. All real and personal property used to provide service to Bluegrass Water's customers is owned by Bluegrass Water Utility Operating Company, LLC, except for personal property used by CSWR, LLC, to provide the administrative and management services described in the response to request 1 PSC 13.

**Request**

28. State whether Bluegrass Water UOC, LLC; Bluegrass Water UHC, LLC, and Kentucky CSWR, LLC have any employees, and if so, identify the number of persons employed by each entity and describe the roll of each such person.

---

**Response**

Bluegrass Water UOC, LLC; Bluegrass Water UHC, LLC, and Kentucky CSWR, LLC have no employees.



**Request**

29. Provide the most recent balance sheets for Bluegrass Water UOC, LLC; Bluegrass Water UHC, LLC, and Kentucky CSWR, LLC.

---

**Response**

Provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-29.xlsx for the most recent balance sheets, as of December 31, 2020, for Bluegrass Water Utility Operating Company, LLC, and Kentucky CSWR, LLC. There is no balance sheet for Bluegrass Water UHC, LLC, because it is consolidated with Bluegrass Water UOC and is a disregarded entity for tax purposes. No separate books and records are maintained for it. All of the assets are held at the Bluegrass Water UOC level and are reflected on that attached balance sheet.

**Request**

30. Provide the number of waste water customers separated by each system operated by Bluegrass Water. For systems that have differing customer classifications, provide the number of customers for each classification.

**Response**

	<u>2020</u>
<u>Sewer Customers</u>	
<b>Single Residential</b>	
Airview	198
Brocklyn	72
Fox Run	35
Golden Acres	29
Great Oaks	158
Kingswood	131
Lake Columbia	33
Longview/Homestead	328
Persimmon Ridge	351
River Bluffs	180
Timberland	69
Arcadia Pines	25
Carriage Park	40
Marshall Ridge	38
Randview	52
Delaplain	
Herrington Haven	
Springcrest	
Woodland Acres	
<b>Total Single Residential Units</b>	<b>1,739</b>
<b>Multi Residential</b>	
Brocklyn	82
<b>Total Multi Residential Units</b>	<b>82</b>
<b>Commercial (Flat)</b>	
Persimmon Ridge	2
Randview	2
<b>Total Multi Residential Units</b>	<b>4</b>
<b>Commercial/Industrial (Metered)</b>	
Delaplain	
<b>Total Multi Residential Units</b>	<b>0</b>

**Request**

31. Provide the number of water customers for the water system served by Bluegrass Water.  
For systems that have differing customer classifications, provide the number of customers  
for each classification.

---

**Response**

<u>Residential (Flat)</u>	<u>Water Customers</u>	<u>2020</u>
Center Ridge		336
<b>Total Residential (Flat) Units</b>		<b>336</b>

**Request**

32. Refer to Bluegrass Water's Notice of Filing to Cure Deficiencies. Provide the revised schedules M-1, M-2, and supporting documents in Excel spreadsheet format with all formulas intact and unprotected and all rows and columns fully accessible.

---

**Response**

The workpapers and calculations, in the format requested, are provided herewith as Excel workbook/spreadsheets *BGUOC Rate Case 2020 - Revised Schedules M-1 M-2*. Schedule M-1 for Sewer service has been updated as a portion of the Single Residential customers had been originally excluded from the count of customers being used to calculate the proposed rates for the forecast test year.

### **Request**

33. For each individual wastewater system and water system that Bluegrass Water operates, provide a test year analysis of customers' bills in sufficient detail that revenues from the present rates and proposed rates can be readily determined. Provide this information in Excel spreadsheet format with all formulas intact and unprotected, and all rows and columns fully accessible.
- 

### **Response**

A test year analysis of customers' bills is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-33.xlsx.

### **Request**

34. Refer to the Testimony of Brent G. Thies (Thies Testimony), page 7.
- a. Explain how the residential customer equivalent was developed for all non-volumetric classes and any other classes of customers a residential customer equivalent was developed.
  - b. Provide any calculations used to develop the residential customer equivalents in Excel spreadsheet format with all formulas intact and unprotected and all rows and columns fully accessible.
- 

### **Response**

- a. Customer equivalents for non-volumetric classes were developed using proportions in current tariffs (e.g., 75% of residential rate in Brocklyn Utilities) and a standard customer equivalency for a 1" meter of water demand (2.5) for commercial customers.
- b. No calculations were used in developing these equivalencies.

## **Request**

35. Refer to the Testimony of Thies Testimony, page 9.
- a. Explain how the present rate revenues of nonvolumetric and volumetric customers of the wastewater operations and the water operations for the current and future customers (customers and systems applied to be acquired but have yet to be fully acquired) were calculated.
  - b. Provide any calculations made to determine the present rate revenues in Excel spreadsheet format with all formulas intact and unprotected and all rows and columns fully accessible for nonvolumetric and volumetric customers of the wastewater operations and the water operations.
- 

## **Response**

Present revenues of all current and future customers to be acquired during the base period were calculated using actual revenue for the first 8 months of the base period and budgeted revenue for the last 4 months. Present rate revenue of future customers outside of the base period was not included in any portion of the provided workpapers.

Calculations of present rate revenue are provided in the response to PSC DR 1 in Workbook SR-1 for Sewer Revenues and WR-1 for Water Revenue.

## **Request**

36. Refer to the Testimony of Thies Testimony, page 10.
- a. Explain how the proposed rates of nonvolumetric and volumetric customers of the wastewater operations and the water operations were calculated.
  - b. Provide any calculations made to set the proposed rates in Excel spreadsheet format with all formulas intact and unprotected and all rows and columns fully accessible for nonvolumetric and volumetric customers of the wastewater operations and the water operations.
- 

## **Response**

- a. For wastewater operations, the proposed rate for volumetric customers was calculated by increasing the current rate by the overall percentage increase (188.49%) for revenue requirement calculated in line 36 Schedule A (sewer) of Exhibit 21; the 2019 revenue for volumetric customers reported in the Delaplain 2019 Annual Report was increased by the same percentage to forecast revenues from the volumetric customers. Excluding the portion of the revenue requirement thus assigned to volumetric customers, the remaining portion of the revenue requirement was divided by the total number of residential equivalent customers served and by 12 months to determine the monthly revenue requirement of a single residential equivalent or a monthly unit cost. This monthly unit cost was then multiplied by the residential equivalency for each customer class to determine the proposed rate.
- b. Please refer to the amended Schedule M-1 and M-2 for water and sewer provided in the response to 1 PSC 32 for the calculations in Excel format.



**Request**

37. Refer to the Direct Testimony of Dylan W. D'Ascendis (D'Ascendis Testimony).  
Provide all exhibits in Excel spreadsheet format with all rows and columns accessible and all formulas unprotected.
- 

**Response**

The exhibits from the D'Ascendis Testimony is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-37.xlsx.

### **Request**

38. Refer to the D'Ascendis Testimony, page 7, lines 3–20.
- a. Since the application was filed, explain if the volatility associated with the COVID-19 is more, less, or the same and provide support for this.
  - b. Explain if this turmoil in the market attributable to the COVID-19 pandemic is expected to continue once the vaccine is administered.
- 

### **Response**

a. Market volatility remains elevated above historical averages despite vaccine announcements and the resolution of the US presidential election. As noted by S&P Global, since reaching a peak in mid-March, the VIX has flattened but remains persistently above pre-pandemic levels. This is in line with CBOE's expected volatility, which is projected to remain above historical averages until at least March 2022.

b. Mr. D'Ascendis is not a public health expert, however there still appears to be a great deal of uncertainty relating to the COVID-19 pandemic around vaccine effectiveness, especially with the emergence of new UK strain of the virus, and timing of vaccine distribution. World Health Organization scientists have stated that "It's going to take till the end of 2021 till we start seeing some level of population immunity coming up in some countries." Given these factors and the VIX data cited above, Mr. D'Ascendis expects market volatility to remain elevated over historical averages in the near term.

<https://www.spglobal.com/marketintelligence/en/news-insights/latest-news-headlines/us-equity-volatility-persists-as-credit-markets-end-year-calmly-8211-risk-monitor-61859539>

[https://www.cboe.com/tradable\\_products/vix/term\\_structure/](https://www.cboe.com/tradable_products/vix/term_structure/)

<https://www.bloomberg.com/news/articles/2021-01-04/market-s-covid-angst-returns-after-weeks-of-being-tamped-down>

<https://www.cnbc.com/2020/12/23/who-some-level-of-herd-immunity-may-be-reached-by-end-2021-.html>

### **Request**

39. Refer to the D'Ascendis Testimony, Schedule DWD-2, page 1 of 8.
- a. Provide the most recent Return on Equity (ROE) awards and the date of this award of each proxy group utility operating subsidiary.
  - b. The five-year Value Line projected earnings per share (EPS) for SJW Group is 10.50 percent whereas the average of the projected earnings per share for the remaining utilities in the proxy group is 6.92 percent. Explain why SJW Group's projected EPS is significantly higher and why it should be included in the analysis.
- 

### **Response**

- a. Because Mr. D'Ascendis did not rely on the requested data in his direct analysis, he does not have the requested information in his possession.
- b. Mr. D'Ascendis is not an employee of Value Line, and cannot speculate on how Value Line derived SJW Corp.'s projected EPS growth rate. As noted in Mr. D'Ascendis' direct testimony at page 22-23, he relies on a number of selection criteria to determine an appropriate proxy group of comparable, but not necessarily identical risk to Bluegrass Water. Based on the seven screens outlined in Mr. D'Ascendis' direct testimony, SJW Corp. fit the criteria to be included in the Utility Proxy Group.

**Request**

40. Refer to the D'Ascendis Testimony, page 9. Provide an update of Chart 1 in Excel Spreadsheet Format with all rows and columns accessible and formulas unprotected.

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**Response**

Please see the electronic exhibit provided in response to Request 37 above for data used in Chart 1. Since Mr. D'Ascendis did not rely on data subsequent to August 31, 2020 in his direct analysis, all data subsequent to that date would be irrelevant to Mr. D'Ascendis' direct analyses.

**Request**

41. Refer to the D'Ascendis Testimony page 9, lines 9–13 and page 10, lines 1 5. Provide the monthly VIX's for 2019 through 2020.

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**Response**

Please see the response to Request 40.

**Request**

42. Refer to the D'Ascendis Testimony page 11. Provide an update to Table 2.

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**Response**

Since Mr. D'Ascendis did not rely on data subsequent to August 31, 2020, in his direct analysis, all data subsequent to that date would be irrelevant to Mr. D'Ascendis' direct analyses. That being said, the current source data for Table 2 is located in the link below:

[https://www.cboe.com/tradable\\_products/vix/term\\_structure/](https://www.cboe.com/tradable_products/vix/term_structure/)

**Request**

43. Refer to the D'Ascendis Testimony, page 12.
    - a. Provide an update to Chart 2.
    - b. Provide an update to Chart 3.
- 

**Response**

- a. Since Mr. D'Ascendis did not rely on data subsequent to August 31, 2020, in his direct analysis, all data subsequent to that date would be irrelevant to Mr. D'Ascendis' direct analyses.
- b. Please see the response to part a, above.



## Request

44. Refer to the D'Ascendis Testimony, pages 28–29. Provide a list of other regulatory agencies that explicitly approved the Predictive Risk Premium Model and the corresponding docket number.
- 

## Response

Mr. D'Ascendis's understanding is that the PRPM has been accepted by the Public Service Commission of South Carolina. In reviewing Docket No. 2017-292-WS, the Public Service Commission of South Carolina accepted Blue Granite Water Company's entire requested ROE, which included the PRPM. The relevant portion states:

“The Commission finds Mr. D'Ascendis' arguments persuasive. He provided more indicia of market returns, by using more analytical methods and proxy group calculations. Mr. D'Ascendis' use of analysts' estimates for his DCF analysis is supported by consensus, as is his use of the arithmetic mean. The Commission also finds that Mr. D'Ascendis' non-price regulated proxy group more accurately reflects the total risk faced [by] price regulated utilities and CWS. Furthermore, there is no dispute that CWS is significantly smaller than its proxy group counterparts, and, therefore, it may present a higher risk. An appropriate ROE for CWS is 10.45% to 10.95%. The Company used an ROE of 10.5% in computing its Application, a return on the low end of Mr. D'Ascendis' range, and the Commission finds that ROE is supported by the evidence.”

Also, in Docket No. W-354, Subs 363, 364 and 365, the State of North Carolina Utilities Commission approved Mr. D'Ascendis's RPM and CAPM, which used PRPM analyses as presented in this proceeding. The relevant portion states:

“In doing so the Commission finds that the DCF (8.81%), Risk Premium (10.00%) and CAPM (9.29%) model results provided by witness D'Ascendis, as updated to use current rates in D'Ascendis Late-Filed Exhibit No. 1, as well as the risk premium (9.57%) analysis of witness Hinton, are credible, probative, and are entitled to substantial weight as set forth below.”

Docket No. 2017-292-WS - Order No. 2018-345, at 14. (May 17, 2018)

Docket No. W-354, Sub 363, 364, 365, Order Granting Partial Rate Increase and  
Requiring Customer Notice, at PDF 72. (March 31, 2020)

**Request**

45. Refer to the D'Ascendis Testimony, pages 45–49 regarding the Company-Specific Business Risk Adjustment.
- a. Provide a list of other regulatory agencies that explicitly approved a company-specific business risk adjustment and the corresponding docket number.
  - b. Explain if such an adjustment is akin to the size premium adjustment used in many ROE applications. If not, explain why not.
- 

**Response**

- a. While Mr. D'Ascendis has not performed an exhaustive review of all past state regulatory commission decisions, he is aware that, in the proceedings noted below, the Pennsylvania Public Utility Commission acknowledged the increased risk associated with an electric utility's small size when setting the authorized ROE at the top end of the range of DCF results.

<b>Company</b>	<b>PA PUC Docket No.</b>	<b>Date of Final Order</b>
Citizen's Electric Company of Lewisburg, PA	R-2019-3008212	April 27, 2020
Valley Energy, Inc.	R-2019-3008209	April 27, 2020
Wellsboro Electric Company	R-2019-3008208	April 27, 2020

- b. Yes, the company-specific business risk adjustment that Mr. D'Ascendis applies to Bluegrass Water's ROE calculation does consider the company's smaller size relative to the Utility Proxy Group, as noted in my Direct Testimony (p. 45-49) in addition to its extraordinary operating risk, as described by Mr. Cox in his direct testimony.

**Request**

46. Refer to the D'Ascendis Testimony, Schedule DWD-3.
    - a. Refer to page 2 of 12. Provide a revision of the Predictive Risk Premium Model using the current risk free rate.
    - b. Refer to page 3 of 12. Provide a revision of the Risk Premium Derived Common Equity Cost Rate using the current yield on corporate and public utility bonds.
- 

**Response**

- a. As noted in Mr. D'Ascendis' direct testimony on page 39, it is his position that current risk-free rates are appropriate measure for utility ROE calculations as the cost of capital and ratemaking are prospective in nature. Because Mr. D'Ascendis did not rely on current interest rates in his analysis and does not think they are informative to the cost of common equity, he will decline to provide the requested information.
- b. Please see the response to part a, above.

**Request**

47. Refer to the D'Ascendis Testimony, Schedule DWD-4.
    - a. Refer to page 1 of 2. Explain why the average of the mean and median Beta is used and if this is common practice for ROE analysis.
    - b. Refer to page 1 of 2. Provide an update to the Capital Asset Pricing Model (CAPM) using the current risk-free rate.
- 

**Response**

- a. Mr. D'Ascendis has consistently taken the average of the mean and median beta in order to incorporate all values but to mitigate potential low and high side outliers.
- b. Please refer to Mr. D'Ascendis' response to Request 47, part a.

**Request**

48. Recognizing that the Water Proxy group is small, some ROE analysis for water utilities develop a combined utility proxy group of water and natural gas utilities. Explain if Bluegrass Water considered such an analysis and why it is not included in the instant application.

---

**Response**

Mr. D'Ascendis did not consider natural gas utilities in the Utility Proxy Group. As noted in his direct testimony at pages 22-23, Mr. D'Ascendis relies on a number of selection criteria to determine an appropriate proxy group of comparable risk to Bluegrass Water.

**Request**

49. Confirm that no flotation costs were added to the ROE estimates.

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**Response**

Correct, flotation costs were not considered in ROE calculations.

**Request**

50. Some analysts believe that the current interest rate is the most efficient as it contains the most relevant information and since many interest rate forecasts are incorrect, using the current rate is most applicable. Provide Bluegrass Water's position regarding this opinion.

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**Response**

As stated at page 29, line 19 through page 30, line 1 in Mr. D'Ascendis' direct testimony, since ratemaking and the cost of capital are prospective in nature, the use of prospective yields are essential.



**Request**

51. For 2019 and 2020, provide all water utility ROE regulatory decisions as well as the source of this information.

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**Response**

Because Mr. D'Ascendis did not rely on the requested data in his direct analysis, he does not have the requested information in his possession.

## **Request**

52. Refer to the Direct Testimony of Jennifer E. Nelson (Nelson Testimony), regarding the hypothetical capital structure, provide a list of other regulatory agencies that have approved a hypothetical capital structure and the corresponding docket number.

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## **Response**

As explained in Ms. Nelson's direct testimony at pages 5-7, a hypothetical ratemaking capital structure is appropriate for Bluegrass Water because its actual capital structure, and the capital structure of its parent, deviates substantially from industry practice. Moreover, as noted at page 7, the Company's proposed hypothetical capital structure is consistent with (1) its proposal approved in prior asset acquisition proceedings before the Commission and (2) its goal to have a 50/50 capitalization structure on average over time.

In Ms. Nelson's experience, although many regulatory commissions generally accept a utility's actual capital structure (unless it differs substantially from industry practice), it is not uncommon for regulatory commissions to authorize a capital structure to be used for ratemaking purposes that differs from the subject utility's actual capital structure. While she has not performed a comprehensive review of regulatory commission decisions, Ms. Nelson understands that it is not uncommon for small water utilities like Bluegrass Water to have actual capital structures consisting of 100% common equity and 0% debt and to be authorized a hypothetical capital structure to be used for ratemaking purposes. For example, Water Service Corporation of Kentucky is capitalized with 100% equity and 0% debt. In Case No. 2020-00160, the Commission utilized a debt ratio of 51.40% for Water Service Corporation of Kentucky for the purpose of calculating interest expense.

**Request**

53. Refer to the Nelson Testimony, page 9, lines 20–21 and page 10, lines 1– 3and Exh. JEN-3.
- a. Provide an update to the current yield on B-rated and CCC-rated utility debt.
  - b. Provide an update to Chart 1.
- 

**Response**

The update to the current yield on B-rated and CCC-rated utility debt and Chart 1 is provided as a separately filed Excel spreadsheet/workbook with the file name 1-PSC-53.xlsx