PSC KY NO. <u>1</u>
Original COVER SHEET
CANCELLING PSC KY Adoption Notice No. 11

# BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC

1650 Des Peres Road, Suite 303

St. Louis, MO 63131

http://www.centralstateswaterresources.com/communities/bluegrass/

# RATES - CHARGES - RULES - REGULATIONS

FOR FURNISHING

# **WATER SERVICE**

IN

# KENTUCKY COUNTY OF CALLOWAY

FILED WITH THE

# PUBLIC SERVICE COMMISSION OF KENTUCKY

DATE OF ISSUE_	August 19, 2020	
DATE EFFECTIV	TE September 18, 2020	
ISSUED BY	> \ \ \ \ \ _	
ΓITLE	Bluegrass Water UOC, President	

# **Bluegrass Water Utility Operating Company, LLC**

WATER SERVICE in entire service area

PSC KY NO	1_	
Original	SHEET NO	1
CANCELLING :	PSC KY NO	
SHEE	ET NO	

RATES AND CHARGES  Center Ridge area, recurring and non-recurring rates (Reserved for future use)	2 3	2-3
(Reserved for future use)		
	3	
DILLEG AND DECLIL ATIONS		
RULES AND REGULATIONS		4
1. Service Area	4.1	
2. Water Service Facilities	4.2	
3. Water Use	4.3	
4. Customer Billing and Payment	4.4	
5. Discontinuance of Service	4.5	

DATE OF ISSU	JE	August 19, 20	020	<u> </u>
DATE EFFECT	TVE	September 18	3, 2020	
ISSUED BY			2	
TITLE	Bluegrass W	ater UOC, Pr	resident	
BY AUTHORI	ГҮ OF ORDER	OF THE PU	BLIC SERVICE CO	MMISSION
IN CASE NO.	2019-00360	DATED	February 17, 2020	

	PSC KY NO. 1
Bluegrass Water Utility Operating Company, LLC	Revised SHEET NO. 2
WATER SERVICE in entire service area	CANCELLING PSC KY NO. 1
	Original SHEET NO. 2
CLASSIFICATION OF SEDVICE Decidential	
CLASSIFICATION OF SERVICE – Residential	(T)
Applicable to all customers in the Center Ridge area is served by Center Ridge Water District, Inc., including Lake Properties, Pinebluff Shores Subdivision, Kenia Properties.	g those in the subdivisions of Center Ridge
Available for residential use only. Charges are assess unit even if the units share a service connection; at leaservice connection.	•
RECURRING CHARGES	
Service Charge (flat rate per dwelling unit)	\$105.84 per month (I)
NON-RECURRING CHARGES:	
Connection Charge	\$350.00 per connection
Re-connection Charge	\$350.00 per connection
Late Payment Penalty	10%
Returned Check Charge	\$20.00
DATE OF ISSUE September 30, 2020	
DATE EFFECTIVE October 31, 2020	
) \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	
TITLE Bluegrass Water UOC, President	<del></del>
TITLE Diuegrass water OOC, President	

IN CASE NO.\_\_\_\_\_ DATED\_\_\_\_

	PSC KY NO. 1	
Bluegrass Water Utility Operating Company, LLC	Original SHEET NO. 3	
WATER SERVICE in entire service area	CANCELLING PSC KY NO	
	SHEET NO	
RESERVED FOR FUTURE USE		
DATE OF ISSUE August 19, 2020		
	-	
DATE EFFECTIVE September 18, 2020		
SSUED BY		
FITLE Bluegrass Water UOC, President		

IN CASE NO. 2019-00360 DATED February 17, 2020

Bluegrass Water Utility Operating Company, LLC WATER SERVICE in entire service area	PSC KY NO. 1  Original SHEET NO. 4.1  CANCELLING PSC KY NO. SHEET NO. SHEET NO.
RULES AND REGULATIONS  This schedule of Rules and Regulations governs the furnis Water Utility Operating Company, LLC ("Bluegrass Water ceived from Bluegrass Water. All Rules and Regulations not in conflict with the rules and regulations of the Kentuc Commission"). Bluegrass Water and the service offered i rules and regulations of the Commission.  1. SERVICE AREA: Bluegrass Water furnishes water so loway County, Kentucky, formerly served by Center Fand Regulations contained in this tariff apply in the service of the service o	er") and applies to all water service reare to be in effect so long as they are cky Public Service Commission ("the n this tariff are further subject to all ervice to the Center Ridge area in Cal-Ridge Water District, Inc. The Rules
DATE OF ISSUE August 19, 2020  DATE EFFECTIVE September 18, 2020  ISSUED BY TITLE Bluegrass Water UOC, President	

IN CASE NO. <u>2019-00360</u> DATED <u>February 17, 2020</u>

# Bluegrass Water Utility Operating Company, LLC

WATER SERVICE in entire service area

PSC KY NO	1	
Original	SHEET NO.	4.2
CANCELLING P	SC KY NO	
SHEE	Г NO	

# 2. WATER SERVICE FACILITIES

- 2.1. Bluegrass Water serves each customer by a connection between its facilities and the customer's facilities. This service connection is owned and maintained by Bluegrass Water, and includes the shutoff valve and all necessary appurtenances. All service connections must have a shutoff valve on the customer's side of the connection. Any such service connection is to be located at the customer's premises property line; if the property line is under a street or road, then the shutoff valve and other necessary appurtenances may be located at or near the edge of the street abutting the customer's property.
- 2.2. The service line is a pipeline with other necessary appurtenances used to conduct water from the service connection to the dwelling or other unit where the water services will be consumed. All costs associated with the service line and with leaks, repairs, or maintenance on the service line will be the responsibility of the customer.
- 2.3. All service lines must be installed underground, below the frost line. A service line must not be laid in the same trench with a sewer pipe.
- 2.4. A non-recurring Connection Charge will be assessed for a new service connection, in an amount set forth in the applicable tariff sheet for the classification of service. This charge is assessed only when a new service connection is made to Bluegrass Water's facilities, and not assessed if there is a current, operable service connection.
- 2.5. All new facilities must comply with these rules and regulations. Customer service lines or other facilities owned and maintained by a customer that are in existence and use as of the September 2020 effective date of this tariff, but not in compliance with these rules and regulations, may remain in place only if the non-compliance does not constitute a misuse of water service, interfere with service to other customers, or present a safety/health hazard or risk. Any such existing customer facilities must be brought into compliance as a condition to re-connection after a discontinuance of service.
- 2.6. The customer must not tamper, interfere, or permit tampering or interference with Bluegrass Water pipes and other service facilities.

DATE OF ISSUE	August 19, 2020	
DATE EFFECTIV	ZE September 18, 2020	
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ISSUED BY		
TITLE	Bluegrass Water UOC, President	
BY AUTHORITY	OF ORDER OF THE PUBLIC SERVICE COMMISSION	
IN CASE NO. 20	019-00360 DATED February 17, 2020	

# Bluegrass Water Utility Operating Company, LLC

WATER SERVICE in entire service area

PSC KY NO	111	
Original	SHEET NO	4.3
CANCELLING P	SC KY NO	
SHEET	Г NO	

# 3. WATER USE

- 3.1. All leaks must be reported to Bluegrass Water immediately.
- 3.2. As soon as possible and no later than forty-eight (48) hours after notification of a leak in the associated service line or other appurtenances on the customer's side of the service connection, the customer will repair or cause to be repaired any such leak. If a leak on the customer's side of the service connection is not repaired within 48 hours of notice, Bluegrass Water may temporarily discontinue the affected water service without further notice to the customer, until the leak has been repaired.
- 3.3. A single service connection can serve no more than one unit. Each connection will be charged for service at the recurring rate stated in the applicable tariff sheet for the classification of service.
- 3.4. A customer is <u>not</u> allowed to resell, share, or give away water, unless the customer is receiving service under a special contract executed by Bluegrass Water and approved by the Commission.
- 3.5. For any dwelling left unoccupied for more than 72 hours, the customer is obligated to shut off water service to the dwelling and drain the lines prior to freezing weather.

DATE OF ISSUE	August 19, 2020
DATE EFFECTIVE	September 18, 2020
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ISSUED BY	
TITLE Bluegrass V	Water UOC, President
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BY AUTHORITY OF ORDER	R OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00360	DATED February 17, 2020

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Bluegrass Water Utility Operating Company, LLC	Original	SHEET NO.	4.4	
WATER SERVICE in entire service area	CANCELLING	PSC KY NO.		
	SHEI	ET NO.		

PSC KY NO

# 4. CUSTOMER BILLING and PAYMENT

- 4.1. The customer is responsible for prompt payment of all charges for service.
- 4.2. A customer who wishes to transfer responsibility for service and other charges associated with a particular address (for example, upon transferring ownership of the property) must make arrangements to have the new customer accept responsibility for the service and to have the service put into the new customer's name. The customer is responsible for notifying Bluegrass Water of any change in the customer's billing address or other contact information.
- 4.3. Bluegrass Water bills each customer the first week of each calendar month for the prior calendar month's service.
- 4.4. If payment in full of the bill has not been received by the last day of the calendar month in which the bill was sent, (a) a delinquency notice will be sent to the customer billing address informing the customer that service will be discontinued and the date on which service will be discontinued and (b) a late payment penalty will be assessed in the amount or at the rate set forth in the applicable tariff sheet for the classification of service.
- 4.5. To avoid discontinuance of service, the bill and the late payment penalty must be paid by the discontinuance date specified on the notice.

DATE OF ISSUE	August 19, 2020
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ISSUED BY	
TITLE Bluegras	ss Water UOC, President
BY AUTHORITY OF ORI	DER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO 2019-00360	0 DATED February 17 2020

# Bluegrass Water Utility Operating Company, LLC WATER SERVICE in entire service area CANCELLING PSC KY NO. SHEET NO. SHEET NO.

# 5. DISCONTINUANCE OF SERVICE

- 5.1. Service may be discontinued due to non-payment, misuse of service, tampering with Bluegrass Water's facilities or another customer's service, or non-compliance with rules and regulations of Bluegrass Water or the Commission.
- 5.2. Unless there is an emergency and the discontinuance is temporary, prior notice of a discontinuance of service will be given in accordance with the Commission's regulations.
- 5.3. Discontinuance of service may require or involve physically separating the service line from the service connection or other Bluegrass Water facilities.
- 5.4. Before service can be restored to premises where it has been discontinued, all charges owed to Bluegrass Water (including billed recurring rates and any late payment penalty) plus a re-connection charge, must be paid in full. The amount of the non-recurring reconnection charge is a rate set forth in the applicable tariff sheet for the classification of service.

DATE OF ISSUE	<u> </u>	ugust 19, 2020	)	
DATE EFFECTI	VE <u>S</u>	eptember 18, 2	2020	_
ISSUED BY		D~/ ~		
TITLE	Bluegrass Wa	ter UOC, Presi	ident	- -
21 .10 1110111	or one but		LIC SERVICE COMMISSION February 17, 2020	т <b>К</b> '

# **Bluegrass Water Utility Operating Company, LLC**

WATER SERVICE in entire service area

PSC KY NO. 1	
Original SHEET NO. 5	
CANCELLING PSC KY NO.	
SHEET NO.	

# **BILLING FORM:**

Please Make Checks Payable to:

Bluegrass Water UOC, LLC

P.O Box 790379 St. Louis MO 63179



ACCOUNT NAME	
NEW ACCT#	
SERVICE ADDRESS	
DATE	08/04/20
SECURITY CODE	
SYSTEM	Center Ridge-2
SERVICE PERIOD	07/01/20 - 07/31/20

Please visit our website: www.bluegrasswateruoc.com, and use the Security Code found in the upper right corner of your invoice to register your online account.

Through your customer portal, you may view your account history, pay your bill by Credit, Debit Card or E Check, sign up for AutoPay, and even go peperfess by errolling in "Ebil To broache an e-mail not toation that a new bill is available. All Online payments are subject to processing fees."

PLEASE NOTE: When signing up for AutoPay, please pay the ENTIRE belance outstanding on your account. Failure to do so may result in a late penalty. AutoPay will take effect beginning the following invoice after successfully enrolling. AutoPay is drafted from your registered payment method 5 days prior to the due date. We recommend logging in, paying your current invoice due, and activating AutoPay for your next billing.

IF PAYING BY CHECK, PLEASE WRITE YOUR ACCT# ON YOUR CHECK AND USE THE CORRECT MAILING ADDRESS TO ENSURE ACCURATE PROCESSING. CASH PAYMENTS WILL NOT BE ACCEPTED.

If mailing payment, please be sure to use correct mailing address: P.O. Box 790379 St. Louis, MO 63179

AC	CO	UN	T	A	CT	IM	Т
-	_	_	_		_	_	_

Description		Amount
Previous Balance		\$22.79
Payment Received		(\$250.25)
Balance		(\$227.46)
Current Billing Water - Center Ridge		\$22.79
Total Current Billing Charges		\$22.79
	TOTAL DUE	\$0.00

Your account has a credit balance. No payment is due at this time.

For billing inquiries, call (866) 752-8982 Monday-Friday, 8am-5pm CST or email support@bluegrasswateruoc.com.

YOUR PROMPT PAYMENT IS APPRECIATED!

\*\*\*\*\*SEPARATE AND RETURN BELOW STUB WITH PAYMENT\*\*\*\*\*

Bluegrass Water UOC, LLC P.O Box 790379 St. Louis MO 63179

NAME	
SERVICE ADDRESS	
ACCOUNT#	
DUE DATE Presions Batance for Immediately	08/31/20
TOTAL DUE	\$0.00
Amount Paid	Credit Balance - Do Not Pay

Payment must be received by due date to avoid late fees.

Customer Billing Address

Bluegrass Water UOC, LLC P.O Box 790379 St. Louis MO 63179

DATE OF ISSUE	August 19, 2020
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ISSUED BY	
TITLE Bluegrass V	Water UOC, President
DV ALITHODITY OF ORDER	R OF THE PUBLIC SERVICE COMMISSION
BY AUTHORITY OF ORDER	R OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00360	DATED February 17, 2020

PSC KY NO	D. <u> </u>
Cover Sheet and Original Sheets	Nos. 1-15
CANCELLING PSC KY Tari	ff No1

# BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC

OF

1650 Des Peres Rd, Suite 303

St. Louis, MO 63131

http://www.centralstateswaterresources.com/communities/bluegrass/

# RATES - CHARGES - RULES - REGULATIONS

FOR FURNISHING

# **SEWER SERVICES**

IN

# **KENTUCKY COUNTIES OF**

BULLITT, FRANKLIN, GRAVES, HARDIN, MADISON, MARSHALL, McCRACKEN, OLDHAM, SCOTT, AND SHELBY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

**KENTUCKY** 

DATE OF ISSUE: September 30, 2020	
DATE EFFECTIVE: October 31, 2020	
ISSUED BY: /s/ Josiah Cox	
TITLE: Bluegrass Water UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	_
COMMISSION IN CASE NO. DATED	

PSC KY NO	2		
Original	SHEET NO	1	
CANCELLING PSC KY NO			
	SHEET NO		

# **Bluegrass Water Utility Operating Company, LLC**

SEWER SERVICE in entire service area

# **Tariff Contents**

TITLE	SHEET NUMBER		
Tariff Contents	1		
Territory Served	2		(N)
Rates and Charges	3-5		
Recurring Rates per Classification of Service			
Residential Service		3	
Commercial Flat-rate Service		3	
Industrial/Commercial Service		4	
Non-Recurring Charges		5	(N)
Rules and Regulations	6-15		(D)
Definitions		7	( )
Substances Not to be Discharged into Sewers		8	
Grease, Oil and Sand Traps		9	
Service Pipe Connections		10	
Protection by Consumers		11	
Notice of Trouble		11	
Maintenance		11	
Connections		12	
Line Relocation		12	
Easements		12	
Discontinuance of Service		13	
Billing, Collection and Penalties		14	
Deposits		14	
Liability of Company		15	
Approval of Rules and Regulations		15	

DATE OF ISSUE:	September 30, 2020
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ISSUED BY: /s/ Jo	osiah Cox
TITLE: Bluegrass	Water UOC, President
BY AUTHORITY OF O	ORDER OF THE PUBLIC SERVICE
COMMISSION IN CAS	SE NO DATED

		PSC KY NO	2	
		<u>Original</u>	SHEET NO	2
Bluegrass Water Utility Operating Compa	any, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area			SHEET NO.	
	General I Territory S			(N)
County	<u>Comm</u> ı	unity		
Hardin	Airview	Estates Subdivision	on	
McCracken	Arcadia	Pines Subdivision	1	
Madison	Brockly	n Subdivision		
McCracken	Carriag	e Park Subdivisior	1	
Franklin	Fox Ru	n Estates Subdivis	ion	
McCracken	Great C	Oaks Subdivision		
Marshall	Golden	Acres Subdivision		
Bullitt	Kingsw	ood Development		
Bullitt	Lake C	olumbia Estates		
Scott	Longvie	ew and Homestead	I Subdivisions	
McCracken	Marsha	ıll Ridge Subdivisio	n	
Shelby	Persim	mon Ridge Develo	pment	
Graves	Randvi	ew Subdivision		

River Bluff, city and environs

**Timberland Subdivision** 

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ISSUED BY: /s/ Josiah Cox

TITLE: Bluegrass Water UOC, President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. DATED

Oldham

McCracken

(N)

	PSC KY NO	2					
	Original	SHEET NO	3				
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO					
SEWER SERVICE in entire service area	SHEET NO						
CLASSIFICATION OF SERVICE – Residential (RS	)		(N				
Applicable throughout the service area (see Tar residential use. Service is provided at a flat monthl stand-alone residence, duplex unit, or any other mu whether water utility service is provided to the unit to	y rate per dweĺli ılti-unit building,	ng unit, wheth and regardles	er to a s of				
<u>Single Residential</u> service is available to any dwelling water service line and independent sewer lateral line line connections).	•	•					
Multi Residential service is available to any dwelling service line or shared sewer lateral line excluding Y	•						
Single Residential Rate (per dwelling unit):	\$96	6.14 per month	n (I)				
Multi Residential Rate (per dwelling unit):	\$72	2.11 per month	n (I)				
CLASSIFICATION OF SERVICE – Commercial, fla	t-rate (CF)		(N				
Applicable throughout the service area (see Tar the interchange of I-75 and Delaplain Road in Scott able for non-residential use, and is provided to a no independent water service line or an independent sat a flat monthly rate per connection, regardless of provided to the unit through an individual water met	County, Kentuc n-residential cu ewer lateral line whether water u	cky. Service is stomer with ar . Service is p	s avail- า rovided				
Commercial Flat Rate (per connection):	\$240	).36 per month	n (I)				
DATE OF ISSUE: September 30, 2020							
DATE EFFECTIVE: October 31, 2020							
ISSUED BY: /s/ Josiah Cox							
TITLE: Bluegrass Water UOC, President  BY AUTHORITY OF ORDER OF THE BURLIC SERVICE							

COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO2
	Original SHEET NO. 4
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE in entire service area	SHEET NO
CLASSIFICATION OF SERVICE – Industrial/Comme	rcial (IC) (
Applicable <u>only</u> in the area at the interchange of I-County, Kentucky, if and when that area is served by Company, LLC, and available to a non-residential customized line or meter or an independent sewer lateral	Bluegrass Water Utility Operating stomer with an independent water
Service is metered, and provided at a volumetric reclassification are billed on a monthly basis for service month is for 1000 gallons.	
Industrial/Commercial Rate (metered):	
Minimum bill	\$25.65 per month (
Volumetric rate (after first 1000 gals. per month	n) \$25.65 per 1000 gals.
DATE OF ISSUE: September 30, 2020  DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox	

TITLE: Bluegrass Water UOC, President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO	2	
	Original	SHEET NO	5
Bluegrass Water Utility Operating Company, LLC	CANCELLING	G PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
Schedule of Non-Recurring Se	rvice Charges	5	
NON-RECURRING CHARGES			(T)
Applicable to all Classifications of Service through Sheet No. 2)	nout the servi	ce area (see T	ariff (T
Late Payment Penalty	10	)%	(I)
Return Check Fee	\$20	0.00	(1)
New Tap Fee	\$7	'50	(1)
Termination/Reconnection of Service Charge	Actua	l Cost	(1)
Field Collection Fee	\$25 p	er trip	(N)
makes a trip to the premises of a customer for the purcharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer putermination. The charge shall also be made if Bluegra agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed recycle.	representative ays the deline ass Water UC agreement to	e actually term quent bill to avo OC representat o pay the delina	iinates oid ive quent
DATE OF ISSUE: September 30, 2020  DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox  TITLE: Bluegrass Water LIOC President			

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO	2	
	_ Original	SHEET NO	6
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
RULES AND REGULA	ATIONS		
This schedule of Rules and Regulations governs the Bluegrass Water Utility Operating Company, LL grass Water UOC) and applies to all service receive Rules and Regulations are to be in effect so long as rules and regulations of the Public Service Commiss further subject to all Rules and Regulations of the P	C (hereinafter red from Bluegrasthey are not in sion. Bluegrass	eferred to as B ss Water UOC conflict with th Water UOC is	lue- . All ne
The Rules and Regulations contained in this tari Bluegrass Water UOC (see Tariff Sheet No. 2).	ff apply in the s	ervice territory	of (N)
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO DATED			

	PSC KY NO	2	
	Original	SHEET NO	7
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
DEFINITIONS			<del></del>
"Customer" shall mean any person, form, corporation the Bluegrass Water UOC sewer system pursuant to		, .	
"Company" shall mean Bluegrass Water UOC acting other duly authorized employees or agents.	g through its of	ficers, managers	s, or
"Customer's service line" is the service lateral from the premises served.	ne main conne	ction line to the	(T)
"Commission" shall mean the Kentucky Public Servi	ce Commission	n.	
"Domestic Waste" means the waste from residential conveniences of dwellings, commercial buildings, in		•	ıs.
"Pretreatment" means the reduction of the amounts pollutants, or the alteration of the nature of pollutant harmful state by application of physical, chemical or changes prior to or in lieu of discharging or otherwise public sewer.	properties in v biological prod	vastewater to a l cesses or proces	ess ss
"Sanitary Sewer" means a sewer which is intended to commercial and industrial wastes not specifically pro- Regulations.			and
"Sewer" means a pipe or conduit for conveying wast	tewater.		
"Shall" is mandatory; "may" is permissive.			(T)
"Storm Sewer" means a sewer which is intended to runoff, street wash waters and drainage, and which sewer system.	, ,	·	face
"Treatment Works" means any devices and systems the conveyance, storage, treatment, recycling and redustrial wastes including interceptor sewers, outfall spumping, power, and other equipment and appurten remodeling, additions and alterations thereof; and as be an integral part of the treatment process or is use storing, treating, separating or disposing of waste, or	eclamation of s sewers, sewag ances; extens ny works, inclu ed for preventir	sewage or liquid ge collection syst ions, improvement ding the land that ng, abating, redu	in- ems, ents, at will
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO DATED			

	PSC KY NO	2	
	Original	SHEET NO. 8	
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
SUBSTANCES NOT TO BE DISCHARGED INTO	O SEWERS		
No substances shall be placed into the sanital combustible, gaseous, explosive or inflammable objects be placed or discharged into the system of thus cause an obstruction and clogging within the be placed or discharged into the system. No subservage treatment process or receiving stream shall be placed or discharged into the system.	condition nor shall which will not disso e system. No petro stance which migh	any substances or olve and which will bleum products shaut be harmful to the	II
No person shall discharge or cause to be disc and groundwater or roof runoff to any sewer.	charged any storm	water, surface wate	er, (T) (T)
The discharge of any wastewater into the sew except in compliance with the provisions set forth State or Federal Standards.			
Claid of Fodoral Clairdards.			
DATE OF ISSUE: September 30, 2020			
DATE OF ISSUE: September 30, 2020  DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			

COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO	2	
	Original	SHEET NO	9
Bluegrass Water Utility Operating Company, LLC	CANCELLING	S PSC KY NO.	
SEWER SERVICE in entire service area		SHEET NO.	
		<u> </u>	

# GREASE, OIL AND SAND TRAPS

Bluegrass Water UOC may require pretreatment for certain types of discharge that could be harmful to the collection and/or treatment system. All restaurants, food service establishments and other commercial oil and grease generators shall provide grease and/or oil interceptor (or trap) for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. In the maintaining of these interceptors the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records with the dates and means of disposal. Interceptors or traps will not be required for private living quarters of dwelling units.

All interceptors or traps shall be of a type and capacity approved by the Kentucky Department for Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, and shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be of substantial construction, gastight, watertight, and equipped with easily removable covers.

All grease, oil and sand interceptors or traps shall be maintained by the user at his expense, in continuously efficient operation at all times. Bluegrass Water UOC may require an establishment to have interceptors or traps cleaned on a regular basis. Bluegrass Water UOC may reject potentially harmful wastes or may require control over the quantities and rates of discharge.

Approval of proposed facilities or equipment by the Kentucky Department of Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, does not in any way, guarantee that these facilities or equipment will function in the manner described by their constructor or manufacturer, nor shall it relieve a person, firm or corporation of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose.

DATE OF ISSUE: September 30, 2020			
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ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO DATED			

	PSC KY NO	2	
	Original	SHEET NO	10
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	

# SERVICE PIPE CONNECTIONS

Bluegrass Water UOC shall install and maintain that portion of the service pipe from the main to the boundary line of the easement, public road, or street, under which such main may be located. Bluegrass Water UOC is not responsible for extending a service main to serve additional properties. The customer is responsible for all costs related to the installation and maintenance of said portion of the service pipe.

No unauthorized person shall uncover, make any connections with, use, alter, or disturb any public sewer. Illegal or unauthorized connections shall be terminated immediately.

A separate and independent building sewer shall be provided for every structure. All plumbing work done in connection with Customer service line fixtures connected with Bluegrass Water UOC mains shall be submitted for the inspection by Bluegrass Water UOC before such underground work is covered up. Whenever the Bluegrass Water UOC determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, Bluegrass may insist upon its being corrected before the sewer service is accepted.

The customer shall install and maintain that portion of the service pipe from the end of the Company's portion into the premises served. That portion of the service pipe installed and maintained by the customer shall conform to all reasonable rules of Bluegrass Water UOC. It shall be constructed of materials approved by the sewage utility and installed under the inspection of Bluegrass Water UOC, including but not limited to a sewer line clean out. Prior to tapping on to the sewer system, Bluegrass Water UOC shall be notified, and the appropriate tap-on fee paid.

A sewer service pipe shall not be laid in the same trench with a water pipe.

If a governmental agency requires an inspection of the customer's plumbing, Bluegrass Water UOC shall not connect the customer's service pipe until it has received notice from the inspection agency certifying that the customer's plumbing is satisfactory.

If excavation of sewer lines owned by Bluegrass Water UOC becomes necessary, Bluegrass Water UOC will restore the effected property when soil conditions and weather are appropriate. Bluegrass Water UOC shall not be held liable for repairs or restoration associated with repairs for lateral connections on private property. This includes lateral connections under driveways and roads that require service.

DATE OF ISSUE:	September 30, 2020
DATE EFFECTIVE: _	October 31, 2020
ISSUED BY: /s/	Josiah Cox
	s Water UOC, President
	ORDER OF THE PUBLIC SERVICE
COMMISSION IN CA	SE NO DATED

(D)

(T)

	PSC KY NO	2	
	Original	SHEET NO	11
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
PROTECTION BY CONSUMERS			
The Consumer shall protect the equipment of Blue and shall not interfere with Bluegrass Water UOC's prexcept by duly authorized representatives of Bluegras	operty or per	mit interferenc	
NOTICE OF TROUBLE			
The Consumer shall give immediate notice to Blue irregularities, any known defects, or unsatisfactory se	•	UOC of any	
MAINTENANCE			
Bluegrass Water UOC may at any time deemed necessary suspend sewer service to any consumer or consumers for the purpose of making repairs, changes, or improvements upon any part of its systems. Bluegrass Water UOC shall give reasonable notice of such suspension of service to the customer(s).		ove-	
DATE OF ISSUE: September 30, 2020  DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox  TITLE: Bluegrass Water UOC, President			

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO	2	
	<u>Original</u>	SHEET NO	12
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
COMMECTIONS			
CONNECTIONS			
Bluegrass Water UOC will consider a request to main as a normal connection. The charge, if any, for description shall be as listed in the NON-RECURR subdivision.	or a connection	qualifying unde	er this
Reconnection: A Customer disconnected due to non-compliance with tariff rules or Commission regreconnection fee, if any, as listed in the NON-REC subdivision, in addition to any unpaid past-due bala	julations, will be URRING CHAR	required to pa GES section fo	y a or each
Other Connections: A developer of an undevelounce under the full cost of the cost of the full cost of the fu		Bluegrass Wa	ter
LINE RELOCATION			
When necessary to move or relocate facilities, t parties requesting such relocation.	the cost will be p	paid by the part	ty or
EASEMENTS			
The customer shall not place structures of any keasements. Any structure or property violating this owner's expense.	•		
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			

TITLE: Bluegrass Water UOC, President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO. 2
	Original SHEET NO. 13
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE in entire service area	SHEET NO
DISCONTINUIANCE OF SERVICE	

Bluegrass Water UOC may refuse or terminate service for noncompliance with its tariff rules or commission regulations after having made a reasonable effort to obtain customer compliance. Said customer will be given at least ten (10) days written notice prior to termination. Bluegrass Water UOC will notify the customer in writing of the reasons for termination or refusal. The notice will be recorded along with the corrective action to be taken by the customer or Bluegrass Water UOC before service is restored or provided.

If a dangerous condition is found to exist service may be terminated without notice.

In the event that an illegal or improper connection is discovered, Bluegrass Water UOC shall take immediate steps to sever the connection in question. This includes those connections discovered during smoke testing and camera inspection of lines that are deemed illegal or improper and allow Inflow/Infiltration of water to the sewer system. A photograph of the connection and an explanation of the condition will be given by Bluegrass Water UOC either by mail or directly. Bluegrass Water UOC may terminate service for nonpayment of tariff charges after a five (5) day written notice of intent to terminate. Service will not be terminated before twenty (20) days after the mailing date of the original bill. If a medical certificate is presented service will not be terminated for thirty (30) days beyond the termination date.

When payments are delinquent Bluegrass Water UOC may file a complaint in court. Bluegrass Water UOC may request that all court costs be included in any judgment amount awarded to Bluegrass Water UOC. Bluegrass Water UOC may refer any delinquent accounts to a collection agency.

DATE OF ISSUE:	September 30, 2020
	•
	October 31, 2020
ISSUED BY: /s/ Jo	siah Cox
TITLE: Bluegrass V	Vater UOC, President
BY AUTHORITY OF O	RDER OF THE PUBLIC SERVICE
COMMISSION IN CASE	E NO. DATED

(T)

	PSC KY NO	2	
		SHEET NO	
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
BILLING, COLLECTION AND PENALTIES			
Billing for sewage service furnished by the sewer grass Water UOC on a monthly basis, bills are maile become due the last business day of each month.			
A late payment penalty will be assessed after the recurring charges section for the applicable service a		ording to the n	on-
Failure to receive bill does not excuse payment			
DEDOOITO			
DEPOSITS			
At this time, Bluegrass Water UOC does not recustomers.	equire a depo	sit for new sev	ver
eacternere.			
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			

ISSUED BY: \_\_\_\_\_/s/ Josiah Cox

TITLE: \_\_\_\_\_Bluegrass Water UOC, President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. \_\_\_\_\_\_DATED \_\_\_\_\_

	PSC KY NO	2	
	Original	SHEET NO	15
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
LIABILITY OF THE COMPANY			
Bluegrass Water UOC shall not in any way or u liable or responsible to any person or persons for a sewer service, due to any cause whatsoever. Blue use reasonable care and diligence in order to preve fluctuations in the service, but it cannot and does n	iny loss or dama grass Water UC ent and avoid in	nge resulting fr DC will underta terruptions and	om the ke to (T) t
Bluegrass Water UOC shall not be responsible from the discontinuance of service, nor by reason of pipe, fixture or appliance whether owned by the Coshall be entitled to damages nor have any portion of interruption of service.	of the breaking ompany or Custo	of any main, se omer, and no p	wer
Bluegrass Water UOC shall not be considered in or persons and it shall be free and exempt from any account of any injury to property or persons for any	y and all claims	for damages o	
APPROVAL OF RULES AND REGULATIONS			
All Rules and Regulations of Bluegrass Water U of the Public Service Commission of the State of Ke	•	to the approva	al
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox  TITLE: Bluegrass Water UOC, President			

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_

Revised	SHEET NO. 2
CANCELLING	PSC KY NO. 1
Original	SHEET NO. 2
ivisionResiden	<u>tial</u>
e in the subdiv	Kentucky, formerly isions of Center Ridge on, and LH&M
	rate to each dwelling ege is assessed per
9	822.79 <u>105.84</u> per month
\$350.0	0 per connection
\$350.0	0 per connection
	10%
	\$20.00
_	
_	
_	
	ivisionResiden loway County, e in the subdivision a flat monthly e monthly char

IN CASE NO. DATED

PSC KY. NO. 1	
Cover sheet and Original Sheets: Nos. 1 – 17	
CANCELLING PSC KY Tariff No.	
	-

PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC

OF

# 1650 DES PERES RD, SUITE 303

ST LOUIS, MO 63131

http://www.centralstateswaterresources.com/communities/bluegrass/

RATES - CHARGES - RULES - REGULATIONS

FOR FURNISHING

SEWER SERVICES

IN

# **KENTUCKY COUNTIES OF**

BULLITT, FRANKLIN, HARDIN, MADISON, MARSHALL, MCCRACKEN, OLDHAM, SCOTT, AND SHELBY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

**KENTUCKY** 

DATE OF ISSUE May 20, 2020	
DATE EFFECTIVE June 21, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY	Kent A. Chandler Executive Director
	EFFECTIVE 6/21/2020

# Ky PSC Case No. 2020-00290 App. Exh. 2-B

PSC KY NO.	2
Cover Sheet and Original Sheets	Nos. 1-15
CANCELLING PSC KY Tariff	No. 1

### BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC

OF

1650 Des Peres Rd, Suite 303

St. Louis, MO 63131

http://www.centralstateswaterresources.com/communities/bluegrass/

RATES - CHARGES - RULES - REGULATIONS

FOR FURNISHING

**SEWER SERVICES** 

IN

### **KENTUCKY COUNTIES OF**

BULLITT, FRANKLIN, GRAVES, HARDIN, MADISON, MARSHALL, McCRACKEN, OLDHAM, SCOTT, AND SHELBY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

DATE OF ISSUE:	September 30, 2020
DATE EFFECTIVE:	October 31, 2020
ISSUED BY: /s/	Josiah Cox
TITLE: Bluegras:	s Water UOC, President
	ORDER OF THE PUBLIC SERVICE
COMMISSION IN CA	SE NO. DATED

Ky PSC Case No. 2020-00290 App. Exh. 2-B

Bluegrass Water Utility Operating Company, LLC	CANCELLING 1	PSC KY NO _		
SEWER SERVICE	Original	SHEET NO	1	
	-			
INDEX		S	heet N	<u>umber</u>
RATES AND CHARGES			2 – 1	0
Airview Estates Subdivision monthly rates & n Brocklyn Subdivision monthly rates & non-rec Fox Run Estates Subdivision monthly rates & Kingswood Development monthly rates & non-Lake Columbia Estates monthly rates & non-Longview and Homestead Subdivisions monthly rates & non-Golden Acres Subdivision monthly rates & non-Persimmon Ridge Development monthly rates Reserved for future use River Bluff monthly rates & non-recurring char Timberland Subdivision monthly rates & non-recurring char	urring charges non-recurring charge charge charge ates & non-recurring charge charge charge charge charge charge charges & which charge charges are charged charged charges are charged charges are charged charges are charged charged charges are charged charged charges are charged charged charged charges are charged charge	charges ges es rring charges es urges ng charges	2 3 4 5 6 7 8 9 10 10.1 10.2 10.3	(T) (T) (T) (T) (T) (T) (T) (T) (T) (N) (N)
RULES AND REGULATIONS			11 –	17
Service Area Definitions Substances Not to be Discharged into Sewers Grease, Oil and Sand Traps Service Pipe Connections Protection by Consumers, Notice of Trouble Maintenance, Connections, Line Relocation, E Discontinuance of Service Billing, Collection and Penalties, Deposits Liability of Company, Approval of Rules and R	Easements		11 11 - 12 13 13 - 14 15 16 16	_

May 20, 2020

PSC KY NO.\_\_\_\_

1st Revised SHEET NO. 1

DATE OF ISSUE May 20, 2020	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	16-A
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. <u>2019-00360</u> DATED <u>February 17, 2020</u>	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR S:011 SECTION 9 (1)

PSC KY NO.	2		
Original	SHEET NO	1	
CANCELLING	PSC KY NO		
	SHEET NO.		

Tariff Contents			
TITLE	SHEET NUM	/BER	
Tariff Contents	1		
Territory Served	2		(Ņ)
Rates and Charges	3-5		
Recurring Rates per Classification of Service			
Residential Service		3	
Commercial Flat-rate Service		3	
Industrial/Commercial Service		4	
Non-Recurring Charges		5	(N)
Rules and Regulations	6-15		(D)
Definitions		7	` '
Substances Not to be Discharged into Sewers		8	
Grease, Oil and Sand Traps		9	
Service Pipe Connections		10	
Protection by Consumers		11	
Notice of Trouble		11	
Maintenance		11	
Connections		12	
Line Relocation		12	
Easements		12	
Discontinuance of Service		13	
Billing, Collection and Penalties		14	
Deposits		14	
Liability of Company		15	
Approval of Rules and Regulations		15	

DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO DATED		

Bluegrass Water Utility Operating Company, LLC

SEWER SERVICE in entire service area

# Ky PSC Case No. 2020-00290 App. Exh. 2-B

(N)

PSC KY NO	2	
Original	SHEET NO.	2
CANCELLING	PSC KY NO	
	SHEET NO	

Bluegrass Water Utility Operating Company, LLC

SEWER SERVICE in entire service area

General Index Territory Served		(N)
County	Community	
Hardin	Airview Estates Subdivision	
McCracken	Arcadia Pines Subdivision	
Madison	Brocklyn Subdivision	
McCracken	Carriage Park Subdivision	
Franklin	Fox Run Estates Subdivision	
McCracken	Great Oaks Subdivision	
Marshall	Golden Acres Subdivision	
Bullitt	Kingswood Development	
Bullitt	Lake Columbia Estates	
Scott	Longview and Homestead Subdivisions	
McCracken	Marshall Ridge Subdivision	
Shelby	Persimmon Ridge Development	
Graves	Randview Subdivision	

River Bluff, city and environs

Timberland Subdivision

DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NODATED		

Oldham

McCracken

	PSC KY NO1
	Original SHEET NO. 2
Bluegrass Water Utility Operating Company LLC ewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	CANCELLING PSC KY NO
	SHEET NO

### CLASSIFICATION OF SERVICE - AIRVIEW ESTATES

Applicable to all customers in the Airview Estates Subdivision in Hardin County, Kentucky, formerly served by Airview Utilities, LLC.

# MONTHLY RATES

Single Family Residential – Residential Flat Rate \$41.36

# NON-RECURRING CHARGES

Late Payment Penalty 10%

Returned Check Fee \$20.00

Termination of Service Charge not to exceed \$665.00

Reconnection of Service Charge not to exceed \$665.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

iginal SHEET NO. 3 ICCELLING PSC KY NO. SHEET NO. SHEET NO.  SHEET NO. SHEET
et No. 2) to all customers for per dwelling unit, whether to a building, and regardless of an individual water meter. dence with an independent uding Y-shaped sewer lateral ence with a shared water ad lateral line connections.  \$96.14 per month  \$72.11 per month
et No. 2) to all customers for per dwelling unit, whether to a building, and regardless of an individual water meter. dence with an independent uding Y-shaped sewer lateral ence with a shared water ad lateral line connections.  \$96.14 per month  \$72.11 per month
per dwelling unit, whether to a building, and regardless of an individual water meter. dence with an independent uding Y-shaped sewer lateral ence with a shared water ad lateral line connections.  \$96.14 per month  \$72.11 per month
per dwelling unit, whether to a building, and regardless of an individual water meter. dence with an independent uding Y-shaped sewer lateral ence with a shared water ad lateral line connections.  \$96.14 per month  \$72.11 per month
ence with a shared water ed lateral line connections. \$96.14 per month \$72.11 per month
\$96.14 per month \$72.11 per month  CF)
\$72.11 per month
CF)
,
et No. 2) except the area at y, Kentucky. Service is avail- lential customer with an ateral line. Service is provided er water utility service is
\$240.36 per month

	PSC KY NO. 1
	Original SHEET NO. 2
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
ewer service in Bullitt, Franklin, Hardin, Madison, McCracken, farshall, Scott, and Shelby Counties	SHEET NO

### CLASSIFICATION OF SERVICE - AIRVIEW ESTATES

Applicable to all customers in the Airview Estates Subdivision in Hardin County, Kentucky, formerly served by Airview Utilities, LLC.

# MONTHLY RATES

Single Family Residential – Residential Flat Rate \$41.36

# NON-RECURRING CHARGES

Late Payment Penalty 10%

Returned Check Fee \$20.00

Termination of Service Charge not to exceed \$665.00

Reconnection of Service Charge not to exceed \$665.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLEBluegrass Water UOC, President	EFFECTIVE 11/20/2019
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_
SEWER SERVICE in entire service area	SHEET NO	_
		-
Schedule of Non-Recurring Ser	vice Charges	
NON-RECURRING CHARGES		(T)
Applicable to all Classifications of Service through Sheet No. 2)	nout the service area (see Tariff	(T)
Late Payment Penalty	10%	(I)
Return Check Fee	\$20.00	(I)
New Tap Fee	\$750	(I)
Termination/Reconnection of Service Charge	Actual Cost	(I)
Field Collection Fee	\$25 per trip	(N)
A field collection charge shall be assessed when Bluegrass Water UOC's representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC's representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent lill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.		

DATE OF ISSUE: September 30, 2020	
DATE EFFECTIVE: October 31, 2020	
ISSUED BY: /s/ Josiah Cox	
TITLE: Bluegrass Water UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	
COMMISSION IN CASE NO. DATED	

	PSC KY NO1
	Original SHEET NO. 3
Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	CANCELLING PSC KY NO
	SHEET NO

### CLASSIFICATION OF SERVICE - BROCKLYN SUBDIVISION

Applicable to all customers in the Brocklyn Subdivision in Madison County, Kentucky, formerly served by Brocklyn Utilities, LLC.

# MONTHLY RATES

Multi-Family Unit \$30.40 per unit
Single-Family Unit \$40.00 per unit

# NON-RECURRING CHARGES

Late Payment Penalty 10%

Returned Check Fee \$20.00

Termination of Service Charge not to exceed \$415.00

Reconnection of Service Charge not to exceed \$415.00

	KENTUOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019  ISSUED BY	Gwen R. Pinson Executive Director  Stoven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE 11/20/2019
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

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customer t, whethe egardless vater met ndepend I sewer la rred wate onnection	s for er to a s of ter. ent ateral
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	PSC KY NO. 1
	Original SHEET NO. 3
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO.

### CLASSIFICATION OF SERVICE - BROCKLYN SUBDIVISION

Applicable to all customers in the Brocklyn Subdivision in Madison County, Kentucky, formerly served by Brocklyn Utilities, LLC.

# MONTHLY RATES

Multi-Family Unit \$30.40 per unit

Single-Family Unit \$40.00 per unit

# NON-RECURRING CHARGES

Late Payment Penalty 10%

Returned Check Fee \$20.00

Termination of Service Charge not to exceed \$415.00

Reconnection of Service Charge not to exceed \$415.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_
SEWER SERVICE in entire service area	SHEET NO.	_
		_
Schedule of Non-Recurring Se	rvice Charges	
NON-RECURRING CHARGES		(T)
Applicable to all Classifications of Service through Sheet No. 2)	nout the service area (see Tariff	(T)
Late Payment Penalty	10%	(I)
Return Check Fee	\$20.00	(I)
New Tap Fee	\$750	(I)
Termination/Reconnection of Service Charge	Actual Cost	(I)
Field Collection Fee	\$25 per trip	(N)
A field collection charge shall be assessed when Bluegrass Water UOC's representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC's representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.		

DATE OF ISSUE: Sept	ember 30, 2020	
DATE EFFECTIVE: Octo	ober 31, 2020	
ISSUED BY: /s/ Josiah 0	Cox	
TITLE: Bluegrass Water	UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO.	DATED	
COMMIDDION IN CADE NO.		

1	
_SHEET NO	4
SC KY NO	
SHEET NO	
	_SHEET NOSC KY NO

### CLASSIFICATION OF SERVICE - FOX RUN ESTATES

Applicable to all customers in the Fox Run Estates Subdivision in Franklin County, Kentucky, formerly served by Fox Run Utilities, LLC.

# MONTHLY RATES

Single Family Residential – Residential Flat Rate \$55.85

# NON-RECURRING CHARGES

Late Payment Penalty 10%
Returned Check Fee \$20.00
Termination of Service Charge not to exceed \$665.00
Reconnection of Service Charge not to exceed \$665.00

	KENTUOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019  ISSUED BY	Gwen R. Pinson Executive Director  Studen R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO. 2	
	Original SHEET NO.	3
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	
SEWER SERVICE in entire service area	SHEET NO	
CLASSIFICATION OF SERVICE – Residential (F	RS)	
Applicable throughout the service area (see T residential use. Service is provided at a flat mon stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	hly rate per dwelling unit, whe multi-unit building, and regardle	her to a ess of
<u>Single Residential</u> service is available to any dwe water service line and independent sewer lateral line connections).		
<u>Multi Residential</u> service is available to any dwell service line or shared sewer lateral line <u>excluding</u>		
Single Residential Rate (per dwelling unit):	\$96.14 per mon	th
Multi Residential Rate (per dwelling unit):	\$72.11 per mon	th
CLASSIFICATION OF SERVICE – Commercial,	flat-rate (CF)	
Applicable throughout the service area (see T the interchange of I-75 and Delaplain Road in Sc able for non-residential use, and is provided to a independent water service line or an independen at a flat monthly rate per connection, regardless of provided to the unit through an individual water m	ott County, Kentucky. Service non-residential customer with a t sewer lateral line. Service is of whether water utility service	is avail- an provided
Commercial Flat Rate (per connection):	\$240.36 per mon	th
DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO DATED		

	PSC KY NO. 1
	Original SHEET NO. 4
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO

### CLASSIFICATION OF SERVICE - FOX RUN ESTATES

Applicable to all customers in the Fox Run Estates Subdivision in Franklin County, Kentucky, formerly served by Fox Run Utilities, LLC.

# MONTHLY RATES

Single Family Residential – Residential Flat Rate \$55.85

# NON-RECURRING CHARGES

Late Payment Penalty 10%
Returned Check Fee \$20.00
Termination of Service Charge not to exceed \$665.00
Reconnection of Service Charge not to exceed \$665.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_
SEWER SERVICE in entire service area	SHEET NO	_
		_
Schedule of Non-Recurring Se	ervice Charges	
NON-RECURRING CHARGES		(T)
Applicable to all Classifications of Service throug Sheet No. 2)	hout the service area (see Tariff	(T)
Late Payment Penalty	10%	(I)
Return Check Fee	\$20.00	(I)
New Tap Fee	\$750	(I)
Termination/Reconnection of Service Charge	e Actual Cost	(I)
Field Collection Fee	\$25 per trip	(N)
A field collection charge shall be assessed when Blumakes a trip to the premises of a customer for the procharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer termination. The charge shall also be made if Blueg agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed cycle.	urpose of terminating service. The representative actually terminates pays the delinquent bill to avoid rass Water UOC representative s agreement to pay the delinquent	

DATE OF ISSUE: September 30, 2020
DATE EFFECTIVE: October 31, 2020
ISSUED BY: /s/ Josiah Cox
TITLE: Bluegrass Water UOC, President
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO DATED

	PSC KY NO. 1
	Original SHEET NO. 5
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO
CLASSIFICATION OF SERVICE - KINGSWOOD I	DEVELOPMENT
Applicable to all customers in the Kingswood Devel Kentucky, formerly served by Kingswood Developm	
MONTHLY RATES	
Single Family Residential – Residential Flat	Rate \$38.84
NON-RECURRING CHARGES	
None	

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019  ISSUED BY	Gwen R. Pinson Executive Director  Steven R. Runson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO. 2	_	
	Original SHEET NO. 3	_	
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_	
SEWER SERVICE in entire service area	SHEET NO		
		_	
CLASSIFICATION OF SERVICE – Residential (F	RS)		
Applicable throughout the service area (see T residential use. Service is provided at a flat mon stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	thly rate per dwelling unit, whether to a multi-unit building, and regardless of	ì	
<u>Single Residential</u> service is available to any dwe water service line and independent sewer lateral line connections).			
<u>Multi Residential</u> service is available to any dwell service line or shared sewer lateral line <u>excluding</u>			
Single Residential Rate (per dwelling unit):	\$96.14 per month		
Multi Residential Rate (per dwelling unit):	\$72.11 per month		
OLASCIFICATION OF SERVICE Commercial	flat rate (CE)		
CLASSIFICATION OF SERVICE – Commercial,	,		
Applicable throughout the service area (see T the interchange of I-75 and Delaplain Road in Sc able for non-residential use, and is provided to a independent water service line or an independen at a flat monthly rate per connection, regardless provided to the unit through an individual water n	ott County, Kentucky. Service is avail non-residential customer with an t sewer lateral line. Service is provide of whether water utility service is		
Commercial Flat Rate (per connection):	\$240.36 per month		
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NODATED			

	PSC KY NO. 1
	Original SHEET NO. 5
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO
CLASSIFICATION OF SERVICE - KINGSWOO	DD DEVELOPMENT
Applicable to all customers in the Kingswood De Kentucky, formerly served by Kingswood Develo	
MONTHLY RATES	
Single Family Residential – Residential F	Flat Rate \$38.84
NON PEOUPPING CHAPGES	
NON-RECURRING CHARGES	
None	

	KENTUOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	
TITLE Bluegrass Water UOC, President  BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	Stwen R. Runson EFFECTIVE 11/20/2019

CANCELLING	SHEET NO PSC KY NO	
	PSC KY NO	
	SHEET NO.	
ice Charges		
		(T
ut the servic	e area (see Ta	ariff (T
10	%	(1
\$20	.00	(1
\$7	50	(1
Actua	Cost	(1
\$25 p	er trip	(N
pose of term presentative ys the deling s Water UO greement to	inating service actually termi uent bill to avo C representati pay the delino	e. The inates oid ive quent
	and the service  10 \$20 \$7: Actual \$25 per grass Water pose of termine presentative yes the deling services water UO greement to	10% \$20.00 \$750 Actual Cost \$25 per trip grass Water UOC's representative actually termings the delinquent bill to avoid the service of the s

DATE OF ISSUE: September 30, 2020

DATE EFFECTIVE: October 31, 2020

ISSUED BY: /s/ Josiah Cox

TITLE: Bluegrass Water UOC, President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE

COMMISSION IN CASE NO. DATED

Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	PSC KY NO
CLASSIFICATION OF SERVICE – LAKE COLUMB Applicable to all customers in the Lake Columbia E Kentucky, formerly served by Lake Columbia Estat	states Subdivision in Bullitt County,
MONTHLY RATES  Single Family Residential – Residential Flat  NON-RECURRING CHARGES	Rate \$50.32
Late Payment Penalty	10%

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO.	2	
	Original	SHEET NO.	3
Bluegrass Water Utility Operating Company, LLC	CANCELLING F	SC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
CLASSIFICATION OF SERVICE – Residential (I	RS)		
Applicable throughout the service area (see residential use. Service is provided at a flat mon stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	ithly rate per dwellir multi-unit building,	ng unit, wheth and regardles	ner to a ss of
<u>Single Residential</u> service is available to any dw water service line and independent sewer lateral line connections).			
<u>Multi Residential</u> service is available to any dwel service line or shared sewer lateral line <u>excludin</u>			
Single Residential Rate (per dwelling unit):	\$96	.14 per mont	h
Multi Residential Rate (per dwelling unit):	\$72	.11 per mont	h
CLASSIFICATION OF SERVICE - Commercial,	flat-rate (CF)		
Applicable throughout the service area (see the interchange of I-75 and Delaplain Road in Scable for non-residential use, and is provided to a independent water service line or an independer at a flat monthly rate per connection, regardless provided to the unit through an individual water r	cott County, Kentúc non-residential cus nt sewer lateral line. of whether water ut	ky. Service i stomer with a Service is p	s avail- n rovided
Commercial Flat Rate (per connection):	\$240	.36 per mont	h
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NODATED			

	PSC KY NO. 1
	Original SHEET NO. 6
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO
CLASSIFICATION OF SERVICE - LAKE COLUM	BIA ESTATES
Applicable to all customers in the Lake Columbia E Kentucky, formerly served by Lake Columbia Estat	<b>3</b> ,
MONTHLY RATES	
Single Family Residential – Residential Flat	Rate \$50.32
NON-RECURRING CHARGES	
Late Payment Penalty	10%

KENTHOKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director
Steven R. Punson
EFFECTIVE
11/20/2019 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

	PSC KY NO	2	
	Original	SHEET NO	5
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	
Schedule of Non-Recurring Se	rvice Charges	3	
NON-RECURRING CHARGES			
Applicable to all Classifications of Service through Sheet No. 2)	nout the servi	ce area (see Ta	ariff
Late Payment Penalty	10	0%	
Return Check Fee	\$20	0.00	
New Tap Fee	\$7	50	
Termination/Reconnection of Service Charge	Actua	l Cost	
Field Collection Fee	\$25 p	er trip	
agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed r cycle.			
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			

COMMISSION IN CASE NO. \_\_\_\_\_DATED \_\_\_\_

Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	PSC KY NO1
CLASSIFICATION OF SERVICE - LONGVIEW and	HOMESTEAD SUBDIVISIONS
Applicable to all customers in the Longview and Hor Kentucky, formerly served by LH Treatment Co., wh Company.	
MONTHLY RATES	
Single Family Residential – Residential Flat F	Rate \$30.00
NON-RECURRING CHARGES	
None	

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Swen R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	<b>11/20/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Original SHEET NO. 3  CANCELLING PSC KY NO. SHEET NO. SHEET NO. Sheet No. 2) to all customers for ate per dwelling unit, whether to a	
Sheet No. 2) to all customers for ate per dwelling unit, whether to a	
Sheet No. 2) to all customers for ate per dwelling unit, whether to a	ı
ate per dwelling unit, whether to a	
ate per dwelling unit, whether to a	
ate per dwelling unit, whether to a	
unit building, and regardless of ough an individual water meter.	
residence with an independent including Y-shaped sewer lateral	
\$96.14 per month	
\$72.11 per month	
ate (CF)	
bunty, Kentucky. Service is avail- esidential customer with an er lateral line. Service is provided ether water utility service is	
\$240.36 per month	
	•
i	esidence with a shared water naped lateral line connections.  \$96.14 per month

	PSC KY NO. 1
	Original SHEET NO. 7
Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt. Franklin. Hardin. Madison. McCracken.	CANCELLING PSC KY NO
Marshall, Scott, and Shelby Counties	SHEET NO
CLASSIFICATION OF SERVICE – LONGVIEW a	nd HOMESTEAD SUBDIVISIONS
Applicable to all customers in the Longview and H Kentucky, formerly served by LH Treatment Co., v Company.	
MONTHLY RATES	
Single Family Residential – Residential Fla	t Rate \$30.00
NON-RECURRING CHARGES	
None	

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO	2	
	Original	SHEET NO	5
Bluegrass Water Utility Operating Company, LLC	CANCELLING	FPSC KY NO	
SEWER SERVICE in entire service area	-	SHEET NO.	
Schedule of Non-Recurring Se	rvice Charges	3	
NON-RECURRING CHARGES	· ·		
Applicable to all Classifications of Service through Sheet No. 2)	hout the servi	ce area (see 1	Tariff
Late Payment Penalty	10	)%	
Return Check Fee	\$20	0.00	
New Tap Fee	\$7	'50	
Termination/Reconnection of Service Charge	Actua	l Cost	
Field Collection Fee	\$25 p	er trip	
makes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer termination. The charge shall also be made if Bluegragrees to delay termination based on the customer's bill on a specific date. This charge will be assessed recycle.	representative ays the deliner ass Water UC agreement to	e actually term quent bill to av OC representa o pay the delin	ninates /oid tive nquent
			9
DATE OF ISSUE: September 30, 2020			

TITLE: Bluegrass Water UOC, President
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. \_\_\_\_\_\_\_ DATED\_\_\_\_\_\_

	PSC KY NO. 1
	Original SHEET NO. 8
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
iewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Aarshall, Scott, and Shelby Counties	SHEET NO

#### CLASSIFICATION OF SERVICE - GREAT OAKS SUBDIVISION

Applicable to all customers in the Great Oaks Subdivision in McCracken County, Kentucky, formerly served by Marshall County Environmental Services.

#### Great Oaks Subdivision MONTHLY RATES

Single Family Residential – Residential Flat Rate \$28.84 per unit

#### **NON-RECURRING CHARGES**

Late Payment Penalty10%Returned Check Fee\$15.00Field Collection Fee\$25.00 per trip

A field collection charge shall be assessed when Bluegrass Water UOC representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.

New Tap Fee \$750.00
Reconnection Fee \$250.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO	2	
	Original	_SHEET NO	3
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
CLASSIFICATION OF SERVICE – Residential (RS	<u> </u>		
Applicable throughout the service area (see Tari		to all customs	re for
residential use. Service is provided at a flat monthly stand-alone residence, duplex unit, or any other mu whether water utility service is provided to the unit the	/ rate per dweĺli lti-unit building,	ng unit, wheth and regardles	ner to a ss of
Single Residential service is available to any dwellir water service line and independent sewer lateral lin- line connections).			
<u>Multi Residential</u> service is available to any dwelling service line or shared sewer lateral line <u>excluding</u> Y			
Single Residential Rate (per dwelling unit):	\$96	3.14 per mont	h
Multi Residential Rate (per dwelling unit):	\$72	2.11 per mont	h
CLASSIFICATION OF SERVICE – Commercial, flat	rate (CF)		
Applicable throughout the service area (see Tari the interchange of I-75 and Delaplain Road in Scott able for non-residential use, and is provided to a no independent water service line or an independent suat a flat monthly rate per connection, regardless of provided to the unit through an individual water met	County, Kentuc n-residential cu ewer lateral line whether water u	cky. Service i stomer with a . Service is p	s avail- n rovided
Commercial Flat Rate (per connection):	\$240	).36 per mont	h
DATE OF ISSUE: September 30, 2020			_
DATE EFFECTIVE: October 31, 2020			
DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox			

	PSC KY NO. 1	
	Original SHEET NO. 8	
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO	
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO	

#### CLASSIFICATION OF SERVICE - GREAT OAKS SUBDIVISION

Applicable to all customers in the Great Oaks Subdivision in McCracken County, Kentucky, formerly served by Marshall County Environmental Services.

#### Great Oaks Subdivision MONTHLY RATES

Single Family Residential – Residential Flat Rate \$28.84 per unit

#### **NON-RECURRING CHARGES**

Late Payment Penalty10%Returned Check Fee\$15.00Field Collection Fee\$25.00 per trip

A field collection charge shall be assessed when Bluegrass Water UOC representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.

New Tap Fee\$750.00Reconnection Fee\$250.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	
SEWER SERVICE in entire service area	SHEET NO	_
Schedule of Non-Recurring Ser	vice Charges	
NON-RECURRING CHARGES		(
Applicable to all Classifications of Service through Sheet No. 2)	out the service area (see Tariff	(
Late Payment Penalty	10%	(
Return Check Fee	\$20.00	(
New Tap Fee	\$750	(
Termination/Reconnection of Service Charge	Actual Cost	(1
Field Collection Fee	\$25 per trip	(N
service, or if, in the course of the trip, the customer patermination. The charge shall also be made if Bluegra agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed no cycle.	ass Water UOC representative agreement to pay the delinquent	(N
DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox		
ISSULD D1. /8/ JUSIAN COX		

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. \_\_\_\_\_\_ DATED \_\_\_\_

	PSC KY NO. 1
	Original SHEET NO. 9
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
sewer service in Bullitt, Franklin, Hardin, Madison, McCracken,  Marshall, Scott, and Shelby Counties	SHEET NO.

#### CLASSIFICATION OF SERVICE - GOLDEN ACRES SUBDIVISION

Applicable to all customers in the Golden Acres Subdivision in Marshall County, Kentucky, formerly served by Marshall County Environmental Services.

#### MONTHLY RATES

Single Family Residential – Residential Flat Rate \$39.57

#### **NON-RECURRING CHARGES**

Late Payment Penalty 10%
Returned Check Fee \$15.00

Field Collection Fee \$25.00 per trip

A field collection charge shall be assessed when Bluegrass Water UOC representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.

New Tap Fee \$250.00 Reconnection Fee \$250.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO. 2
	Original SHEET NO. 3
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE in entire service area	SHEET NO
CLASSIFICATION OF SERVICE – Residential (F	RS)
Applicable throughout the service area (see T residential use. Service is provided at a flat mont stand-alone residence, duplex unit, or any other r whether water utility service is provided to the unit	thly rate per dwelling unit, whether to a multi-unit building, and regardless of
Single Residential service is available to any dwe water service line and independent sewer lateral line connections).	
<u>Multi Residential</u> service is available to any dwelli service line or shared sewer lateral line <u>excluding</u>	
Single Residential Rate (per dwelling unit):	\$96.14 per month
Multi Residential Rate (per dwelling unit):	\$72.11 per month
CLASSIFICATION OF SERVICE – Commercial, Applicable throughout the service area (see T the interchange of I-75 and Delaplain Road in Sc	ariff Sheet No. 2) except the area at ott County, Kentucky. Service is avail-
able for non-residential use, and is provided to a independent water service line or an independent at a flat monthly rate per connection, regardless or provided to the unit through an individual water m	t sewer lateral line. Service is provided of whether water utility service is
Commercial Flat Rate (per connection):	\$240.36 per month
DATE OF ISSUE: September 30, 2020	
DATE EFFECTIVE: October 31, 2020	
ISSUED BY: /s/ Josiah Cox	
TITLE: Bluegrass Water UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	

	PSC KY NO. 1	
	Original SHEET NO. 9	
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO	
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO	

#### CLASSIFICATION OF SERVICE - GOLDEN ACRES SUBDIVISION

Applicable to all customers in the Golden Acres Subdivision in Marshall County, Kentucky, formerly served by Marshall County Environmental Services.

#### **MONTHLY RATES**

Single Family Residential – Residential Flat Rate \$39.57

#### **NON-RECURRING CHARGES**

Late Payment Penalty 10%
Returned Check Fee \$15.00

Field Collection Fee \$25.00 per trip

A field collection charge shall be assessed when Bluegrass Water UOC representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.

New Tap Fee\$250.00Reconnection Fee\$250.00

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO		2	
	Original	SHEET N	NO	5
Bluegrass Water Utility Operating Company, LLC	CANCELLING	G PSC KY NO	)	
SEWER SERVICE in entire service area	-	SHEET N	NO	
Schedule of Non-Recurring Ser	rvice Charge:	3		
NON-RECURRING CHARGES				(
Applicable to all Classifications of Service through Sheet No. 2)	out the servi	ce area (se	ee Ta	riff
Late Payment Penalty	10	0%		
Return Check Fee	\$20	0.00		
New Tap Fee	\$7	750		
Termination/Reconnection of Service Charge	Actua	al Cost		
Field Collection Fee	\$25 p	er trip		(
makes a trip to the premises of a customer for the pu charge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p	rpose of term representativ ays the deline	ninating sei e actually t quent bill to	rvice. termir o avo	The nates id
A field collection charge shall be assessed when Blue makes a trip to the premises of a customer for the put charge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer petermination. The charge shall also be made if Bluegragrees to delay termination based on the customer's bill on a specific date. This charge will be assessed necycle.	rpose of term representativ ays the deline ass Water UC agreement to	ninating selle e actually to quent bill to DC represe o pay the d	rvice. termir o avo entativ delinq	The nates id /e uent illing
makes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p termination. The charge shall also be made if Bluegragrees to delay termination based on the customer's bill on a specific date. This charge will be assessed in	rpose of term representativ ays the deline ass Water UC agreement to	ninating selle e actually to quent bill to DC represe o pay the d	rvice. termir o avo entativ delinq	The nates id /e uent
makes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p termination. The charge shall also be made if Bluegra agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed n cycle.	rpose of term representativ ays the deline ass Water UC agreement to	ninating selle e actually to quent bill to DC represe o pay the d	rvice. termir o avo entativ delinq	The nates id /e uent illing
makes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p termination. The charge shall also be made if Bluegra agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed in cycle.  DATE OF ISSUE:  September 30, 2020  DATE EFFECTIVE: October 31, 2020  ISSUED BY: //s/ Josiah Cox	rpose of term representativ ays the deline ass Water UC agreement to	ninating selle e actually to quent bill to DC represe o pay the d	rvice. termir o avo entativ delinq	The nates id /e uent illing
makes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p termination. The charge shall also be made if Bluegra agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed in cycle.  DATE OF ISSUE:  September 30, 2020	rpose of term representativ ays the deline ass Water UC agreement to	ninating selle e actually to quent bill to DC represe o pay the d	rvice. termir o avo entativ delinq	The nates id /e uent illing

Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken,	PSC KY NO1  Original SHEET NO10  CANCELLING PSC KY NO
Marshall, Scott, and Shelby Counties	SHEET NO
CLASSIFICATION OF SERVICE – PERSIMMO Applicable to all customers in the Persimmon F formerly served by PR Wastewater Manageme	Ridge Subdivision in Shelby County, Kentucky,
MONTHLY RATES	
Residential Flat Rate	\$35.00
Non-Residential Flat Rate per Residential equivalent of 12,000 gallons	\$35.00
NON-RECURRING CHARGES	
Late Payment Penalty	10%

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Siven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>11/20/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO	2	
	Original	SHEET NO	3
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	
CLASSIFICATION OF SERVICE – Residential (I	RS)		
Applicable throughout the service area (see T residential use. Service is provided at a flat mon stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	thly rate per dwell multi-unit building,	ing unit, wheth , and regardle:	ner to a ss of
Single Residential service is available to any dwwater service line and independent sewer lateral line connections).			
<u>Multi Residential</u> service is available to any dwell service line or shared sewer lateral line <u>excluding</u>			
Single Residential Rate (per dwelling unit):	\$9	6.14 per mont	h
Multi Residential Rate (per dwelling unit):	\$7.	2.11 per mont	h
CLASSIFICATION OF SERVICE - Commercial,	flat-rate (CF)		
Applicable throughout the service area (see The interchange of I-75 and Delaplain Road in Scable for non-residential use, and is provided to a independent water service line or an independent at a flat monthly rate per connection, regardless provided to the unit through an individual water n	ott County, Kentu non-residential cu t sewer lateral line of whether water u	cky. Service i istomer with a e. Service is p	s avail- n rovided
Commercial Flat Rate (per connection):	\$24	0.36 per mont	h
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NODATED			

	PSC KY NO1
	Original SHEET NO. 10
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO.
CLASSIFICATION OF SERVICE – PERSIMMON	N RIDGE SUBDIVISION
Applicable to all customers in the Persimmon Ric formerly served by PR Wastewater Management	
MONTHLY RATES	
Residential Flat Rate	\$35.00
Non-Residential Flat Rate per Residential equivalent of 12,000 gallons	\$35.00
NON-RECURRING CHARGES	

10%

Late Payment Penalty

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	
SEWER SERVICE in entire service area	SHEET NO	_
		_
Schedule of Non-Recurring Se	rvice Charges	
NON-RECURRING CHARGES		(T)
Applicable to all Classifications of Service through Sheet No. 2)	nout the service area (see Tariff	(T)
Late Payment Penalty	10%	(I)
Return Check Fee	\$20.00	(I)
New Tap Fee	\$750	(I)
Termination/Reconnection of Service Charge	Actual Cost	(I)
Field Collection Fee	\$25 per trip	(N)
A field collection charge shall be assessed when Blu makes a trip to the premises of a customer for the pu charge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer p termination. The charge shall also be made if Bluegr agrees to delay termination based on the customer's bill on a specific date. This charge will be assessed r cycle.	urpose of terminating service. The representative actually terminates bays the delinquent bill to avoid ass Water UOC representative agreement to pay the delinquent	

DATE OF ISSUE:	September 30, 2020	
DATE EFFECTIVE:	October 31, 2020	
ISSUED BY: /s/ J		
· ·	Water UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CAS	SE NO DATED	

	PSC KY NO. 1
	Original SHEET NO. 10.1
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE	SHEET NO.

RESERVED FOR FUTURE USE

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY  TITLE Bluegrass Water UOC. President	KI-AL
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED_February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO. 1
	Original SHEET NO. 10.2
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE	SHEET NO
CLASSIFICATION OF SERVICE – CITY OF RIVI	ER BLUFF AND ENVIRONS
Applicable to all sewer customers in the City of R Kentucky, formerly served by River Bluffs, Inc. of	
MONTHLY RATES	
Residential Flat Rate	\$58.16
NON-RECURRING CHARGES	
Late Payment Penalty	10%

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	10-ll
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO	2	
	Original	SHEET NO	3
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO	
CLASSIFICATION OF SERVICE – Residential (F	RS)		
Applicable throughout the service area (see T residential use. Service is provided at a flat mont stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	hly rate per dwell nulti-unit building	ing unit, wheth , and regardles	ner to a ss of
<u>Single Residential</u> service is available to any dwe water service line and independent sewer lateral line connections).			
<u>Multi Residential</u> service is available to any dwell service line or shared sewer lateral line <u>excluding</u>			
Single Residential Rate (per dwelling unit):	\$9	6.14 per mont	h
Multi Residential Rate (per dwelling unit):	\$7	2.11 per mont	h
CLASSIFICATION OF SERVICE - Commercial,	flat-rate (CF)		
Applicable throughout the service area (see T the interchange of I-75 and Delaplain Road in Sc able for non-residential use, and is provided to a independent water service line or an independen at a flat monthly rate per connection, regardless of provided to the unit through an individual water many contents.	ott County, Kentú non-residential cu t sewer lateral lind of whether water u	cky. Service i ustomer with a e. Service is p	s avail- n rovided
Commercial Flat Rate (per connection):	\$24	0.36 per mont	h
DATE OF ISSUE: September 30, 2020			
DATE EFFECTIVE: October 31, 2020			
ISSUED BY: /s/ Josiah Cox			
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO DATED			

Bluegrass Water Utility Operating Company, LLC

SEWER SERVICE

CANCELLING PSC KY NO.

SHEET NO.

CLASSIFICATION OF SERVICE – CITY OF RIVER BLUFF AND ENVIRONS

Applicable to all sewer customers in the City of River Bluff and environs in Oldham County, Kentucky, formerly served by River Bluffs, Inc. of Prospect, KY

MONTHLY RATES

Residential Flat Rate

\$58.16

NON-RECURRING CHARGES

10%

Late Payment Penalty

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	16-ll
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO.		
Bluegrass Water Utility Operating Company, LLC	Original  CANCELLING P		
SEWER SERVICE in entire service area		SHEET NO.	
Schedule of Non-Recurring Se	rvice Charges		
NON-RECURRING CHARGES			(T)
Applicable to all Classifications of Service through Sheet No. 2)	nout the service	e area (see Ta	ariff (T)
Late Payment Penalty	10%	<b>6</b>	(1)
Return Check Fee	\$20.0	00	(1)
New Tap Fee	\$750	0	(1)
Termination/Reconnection of Service Charge	Actual (	Cost	(1)
Field Collection Fee	\$25 pei	r trip	(N)
A field collection charge shall be assessed when Blumakes a trip to the premises of a customer for the pucharge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer ptermination. The charge shall also be made if Bluegragrees to delay termination based on the customer's bill on a specific date. This charge will be assessed recycle.	rpose of termin representative ays the delinqu ass Water UOC agreement to p	nating service actually terminent bill to avoice the contraction of th	The inates oid ve quent

DATE OF ISSUE: Sept	ember 30, 2020		
DATE EFFECTIVE: Octo	ober 31, 2020		
ISSUED BY: /s/ Josiah 0	Cox		
TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO.	DATED		
COMMIDDION IN CADE NO.			

	PSC KY NO	1	
	Original	SHEET NO.	10.3
Bluegrass Water Utility Operating Company, LLC	CANCELLING	FPSC KY NO	
SEWER SERVICE		SHEET NO.	
CLASSIFICATION OF SERVICE – TIMBERLAND S  Applicable to all sewer customers in the Timberland Kentucky, formerly served by Joann Estates Utilities	Subdivision in	ı McCracken Coun	ty,
MONTHLY RATES			
Single Family Residential – Residential Flat R	Rate	\$34.71	
NON-RECURRING CHARGES			
Late Payment Penalty	10%		(T)

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	KI-AL
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5.011 SECTION 9 (1)

	PSC KY NO. 2
	Original SHEET NO. 3
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO
SEWER SERVICE in entire service area	SHEET NO.
CLASSIFICATION OF SERVICE – Residential (F	RS)
Applicable throughout the service area (see T residential use. Service is provided at a flat mon stand-alone residence, duplex unit, or any other whether water utility service is provided to the un	thly rate per dwelling unit, whether to a multi-unit building, and regardless of
<u>Single Residential</u> service is available to any dwe water service line and independent sewer lateral line connections).	
<u>Multi Residential</u> service is available to any dwell service line or shared sewer lateral line <u>excluding</u>	
Single Residential Rate (per dwelling unit):	\$96.14 per month
Multi Residential Rate (per dwelling unit):	\$72.11 per month
CLASSIFICATION OF SERVICE – Commercial,	flat-rate (CF)
Applicable throughout the service area (see T the interchange of I-75 and Delaplain Road in Sc able for non-residential use, and is provided to a independent water service line or an independen at a flat monthly rate per connection, regardless provided to the unit through an individual water n	Fariff Sheet No. 2) except the area at cott County, Kentucky. Service is avail-non-residential customer with an at sewer lateral line. Service is provided of whether water utility service is
Commercial Flat Rate (per connection):	\$240.36 per month
DATE OF ISSUE: September 30, 2020	
DATE EFFECTIVE: October 31, 2020	
ISSUED BY: /s/ Josiah Cox	
TITLE: Bluegrass Water UOC, President	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE	
COMMISSION IN CASE NO DATED	

PSC KY NO. 1 Original SHEET NO. 10.3 Bluegrass Water Utility Operating Company, LLC CANCELLING PSC KY NO\_\_\_\_\_ SEWER SERVICE SHEET NO. CLASSIFICATION OF SERVICE - TIMBERLAND SUBDIVISION Applicable to all sewer customers in the Timberland Subdivision in McCracken County, Kentucky, formerly served by Joann Estates Utilities, Inc. **MONTHLY RATES** Single Family Residential – Residential Flat Rate \$34.71 NON-RECURRING CHARGES Late Payment Penalty 10% (T)

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	KI-AL
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO. 2	_		
	Original SHEET NO. 5	_		
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_		
SEWER SERVICE in entire service area	SHEET NO	=		
Schedule of Non-Recurring Sel	rvice Charges	_		
NON-RECURRING CHARGES		(T)		
Applicable to all Classifications of Service through Sheet No. 2)	out the service area (see Tariff	(T)		
Late Payment Penalty	10%	(I)		
Return Check Fee	\$20.00	(I)		
New Tap Fee	\$750	(I)		
Termination/Reconnection of Service Charge	Actual Cost	(I)		
Field Collection Fee	\$25 per trip	(N)		
A field collection charge shall be assessed when Bluegrass Water UOC's representative makes a trip to the premises of a customer for the purpose of terminating service. The charge shall be assessed if Bluegrass Water UOC's representative actually terminates service, or if, in the course of the trip, the customer pays the delinquent bill to avoid termination. The charge shall also be made if Bluegrass Water UOC representative agrees to delay termination based on the customer's agreement to pay the delinquent bill on a specific date. This charge will be assessed no more than once during a billing cycle.				

DATE OF ISSUE:	September 30, 2020
DATE EFFECTIVE:	October 31, 2020
ISSUED BY: /s/ J	osiah Cox
	Water UOC, President
· · · · · · · · · · · · · · · · · · ·	ORDER OF THE PUBLIC SERVICE
COMMISSION IN CAS	E NO DATED

	PSC KY NO			
	Original			
Bluegrass Water Utility Operating Company, LLC	CANCELLIN	NG PSC KY	NO	
SEWER SERVICE in entire service area		SHEE	T NO	
CLASSIFICATION OF SERVICE – Industrial/Comme	ercial (IC)			
Applicable only in the area at the interchange of I	` '	anlain Ro	ad in S	cott
County, Kentucky, if and when that area is served by Company, LLC, and available to a non-residential cuservice line or meter or an independent sewer latera	/ Bluegrass istomer with	Water Uti	lity Ope	erating
Service is metered, and provided at a volumetric classification are billed on a monthly basis for service month is for 1000 gallons.				ll each
Industrial/Commercial Rate (metered):				
Minimum bill		\$25.65	per mo	onth
Volumetric rate (after first 1000 gals. per mon	th) \$2	25.65 per	1000 q	als.
DATE OF ISSUE: September 30, 2020				
DATE EFFECTIVE: October 31, 2020				
ISSUED BY: /s/ Josiah Cox				
TITLE: Bluegrass Water UOC, President				
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE				

	PSC KY NO. 2	_
	Original SHEET NO. 5	_
Bluegrass Water Utility Operating Company, LLC	CANCELLING PSC KY NO	_
SEWER SERVICE in entire service area	SHEET NO	_
Schedule of Non-Recurring Se	ervice Charges	_
NON-RECURRING CHARGES	· ·	(T)
Applicable to all Classifications of Service throug Sheet No. 2)	hout the service area (see Tariff	(T)
Late Payment Penalty	10%	(I)
Return Check Fee	\$20.00	(I)
New Tap Fee	\$750	(I)
Termination/Reconnection of Service Charge	Actual Cost	(I)
Field Collection Fee	\$25 per trip	(N)
A field collection charge shall be assessed when Blumakes a trip to the premises of a customer for the premary charge shall be assessed if Bluegrass Water UOC's service, or if, in the course of the trip, the customer termination. The charge shall also be made if Bluegragrees to delay termination based on the customer's bill on a specific date. This charge will be assessed cycle.	urpose of terminating service. The representative actually terminates pays the delinquent bill to avoid rass Water UOC representatives agreement to pay the delinquent	

DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO DATED		

SC KY NO	1	
1st revised	SHEET NO	11
ANCELLING P	SC KY NO	
Original	_SHEET NO	11
	1st revised	C KY NO. 1  1st revised SHEET NO. 1  ANCELLING PSC KY NO. 1  Original SHEET NO. 1

#### **RULES AND REGULATIONS**

This schedule of Rules and Regulations governs the furnishing of sewage service by the Bluegrass Water Utility Operating Company, LLC (hereinafter referred to as Bluegrass Water UOC) and applies to all service received from Bluegrass Water UOC. All Rules and Regulations are to be in effect so long as they are not in conflict with the rules and regulations of the Public Service Commission. Bluegrass Water UOC is further subject to all Rules and Regulations of the Public Service Commission.

#### SERVICE AREA

Bluegrass Water UOC furnishes sewer service to Airview Estates Subdivision, located in Hardin County, Kentucky; Brocklyn Subdivision, located in Madison County, Kentucky; Fox Run Estates, located in Franklin County, Kentucky; Timberland Subdivision and Great Oaks Subdivision, located in (T) McCracken County; Kingswood Development and Lake Columbia Estates, located in Bullitt County Kentucky; Longview Estates and Homestead Subdivisions, located in Scott County, Kentucky; Golden Acres Subdivision located in Marshall County, Kentucky, Persimmon Ridge Development, located in Shelby County, Kentucky; and the City of River Bluff and environs located in Oldham County, Kentucky (T)

The Rules and Regulations contained in this tariff apply in the service territory of Bluegrass Water UOC.

#### **DEFINITIONS**

"Customer" shall mean any person, form, corporation, or municipality that discharges to the Bluegrass Water UOC sewer system pursuant to these Rules and Regulations.

"Company" shall mean Bluegrass Water UOC acting through its officers, managers, or other duly authorized employees or agents.

"Customer's service line" is the service lateral from the main collection line to the premises served.

"Commission" shall mean the Kentucky Public Service Commission.

"Domestic Waste" means the waste from residential users and from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.

DATE OF ISSUE May 20, 2020	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE June 21, 2020	Kent A. Chandler Executive Director
ISSUED BY	16-A
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2019-00360 DATED February 17, 2020	EFFECTIVE 6/21/2020 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

PSC KY NO	2	
Original	SHEET NO	6
CANCELLING	PSC KY NO.	
	SHEET NO.	

Bluegrass Water Utility Operating Company, LLC
SEWER SERVICE in entire service area

This schedule of Rules and Regulations governs the furnishing of sewage service by the Bluegrass Water Utility Operating Company, LLC (hereinafter referred to as Bluegrass Water UOC) and applies to all service received from Bluegrass Water UOC. All Rules and Regulations are to be in effect so long as they are not in conflict with the rules and regulations of the Public Service Commission. Bluegrass Water UOC is further subject to all Rules and Regulations of the Public Service Commission.

**RULES AND REGULATIONS** 

(D)

(N)

The Rules and Regulations contained in this tariff apply in the service territory of Bluegrass Water UOC (see Tariff Sheet No. 2).

DATE OF ISSUE: September 30, 2020
DATE EFFECTIVE: October 31, 2020
ISSUED BY: /s/ Josiah Cox
TITLE: Bluegrass Water UOC, President
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO DATED

	PSC KY NO. 1	
	Original SHEET NO. 12	
Bluegrass Water Utility Operating Company LLC ewer service in Bullitt, Franklin, Hardin, Madison, McCracken, farshall, Scott, and Shelby Counties	CANCELLING PSC KY NO	
	SHEET NO	

"Pretreatment" means the reduction of the amounts of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state by application of physical, chemical or biological processes or process changes prior to or in lieu of discharging or otherwise introducing such pollutants into a public sewer.

"Sanitary Sewer" means a sewer which is intended to convey only domestic waste and commercial and industrial wastes not specifically prohibited or restricted by these Regulations.

"Sewer" means a pipe or conduit for conveying wastewater.

"Shall" - Is mandatory; "may" is permissive.

"Storm Sewer" means a sewer which is intended to convey only storm waters, surface runoff, street wash waters and drainage, and which is not a part of the wastewater sewer system.

"Treatment Works" means any devices and systems used by Bluegrass Water UOC in the conveyance, storage, treatment, recycling and reclamation of sewage or liquid industrial wastes including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof; and any works, including the land that will be an integral part of the treatment process or is used for preventing, abating, reducing, storing, treating, separating or disposing of waste, or industrial waste.

#### SUBSTANCES NOT TO BE DISCHARGED INTO SEWERS

No substances shall be placed into the sanitary sewer system which will create a combustible, gaseous, explosive or inflammable condition nor shall any substances or objects be placed or discharged into the system which will not dissolve and which will thus cause an obstruction and clogging within the system. No petroleum products shall be placed or discharged into the system. No substance which might be harmful to the sewage treatment process or receiving stream shall be discharged in the system.

The discharge of any wastewater into the sewer system by any person is unlawful except in compliance with the provisions set forth in this tariff, and any more stringent State or Federal Standards.

	KENTUOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Stwen R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	PSC KY NO	2	
	Original	SHEET NO.	7
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area	-	SHEET NO	
DEFINITIONS			
"Customer" shall mean any person, form, corporation the Bluegrass Water UOC sewer system pursuant to	these Rules a	and Regulation	IS.
"Company" shall mean Bluegrass Water UOC acting of the duly authorized employees or agents.	through its of	icers, manage	rs, or
Customer's service line" is the service lateral from the premises served.	e main conne	ction line to the	e (T)
"Commission" shall mean the Kentucky Public Service	e Commissio	٦.	
"Domestic Waste" means the waste from residential ι conveniences of dwellings, commercial buildings, indi			ons.
"Pretreatment" means the reduction of the amounts o pollutants, or the alteration of the nature of pollutant p harmful state by application of physical, chemical or b changes prior to or in lieu of discharging or otherwise public sewer.	properties in w piological proc	vastewater to a esses or proce	a less ess
"Sanitary Sewer" means a sewer which is intended to commercial and industrial wastes not specifically proh Regulations.			
"Sewer" means a pipe or conduit for conveying waste	water.		
"Shall" is mandatory; "may" is permissive.			(T)
"Storm Sewer" means a sewer which is intended to c runoff, street wash waters and drainage, and which is sewer system.			
"Treatment Works" means any devices and systems of the conveyance, storage, treatment, recycling and red dustrial wastes including interceptor sewers, outfall so pumping, power, and other equipment and appurtenal remodeling, additions and alterations thereof; and and be an integral part of the treatment process or is used storing, treating, separating or disposing of waste, or	clamation of s ewers, sewag inces; extensi y works, inclu d for preventir	ewage or liquing collection syons, improven the land togs, abating, reconstructions.	d in- stems, nents, hat will
DATE OF ISSUE: September 30, 2020  DATE EFFECTIVE: October 31, 2020  ISSUED BY: /s/ Josiah Cox  TITLE: Bluegrass Water UOC. President  BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE  COMMISSION IN CASE NO. DATED			<del></del>

	PSC KY NO. 1	
	Original SHEET NO. 12	
Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	CANCELLING PSC KY NO	
	SHEET NO	

"Pretreatment" means the reduction of the amounts of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state by application of physical, chemical or biological processes or process changes prior to or in lieu of discharging or otherwise introducing such pollutants into a public sewer.

"Sanitary Sewer" means a sewer which is intended to convey only domestic waste and commercial and industrial wastes not specifically prohibited or restricted by these Regulations.

"Sewer" means a pipe or conduit for conveying wastewater.

"Shall" - Is mandatory; "may" is permissive.

"Storm Sewer" means a sewer which is intended to convey only storm waters, surface runoff, street wash waters and drainage, and which is not a part of the wastewater sewer system.

"Treatment Works" means any devices and systems used by Bluegrass Water UOC in the conveyance, storage, treatment, recycling and reclamation of sewage or liquid industrial wastes including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof, and any works, including the land that will be an integral part of the treatment process or is used for preventing, abating, reducing, storing, treating, separating or disposing of waste, or industrial waste.

#### SUBSTANCES NOT TO BE DISCHARGED INTO SEWERS

No substances shall be placed into the sanitary sewer system which will create a combustible, gaseous, explosive or inflammable condition nor shall any substances or objects be placed or discharged into the system which will not dissolve and which will thus cause an obstruction and clogging within the system. No petroleum products shall be placed or discharged into the system. No substance which might be harmful to the sewage treatment process or receiving stream shall be discharged in the system.

The discharge of any wastewater into the sewer system by any person is unlawful except in compliance with the provisions set forth in this tariff, and any more stringent State or Federal Standards.

KENTHOKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director
Steven R. Punson
EFFECTIVE
11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
	Original	SHEET NO.	8
Bluegrass Water Utility Operating Company, LLC	CANCELLING P	SC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	

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DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO. DATED		

	PSC KY NO. 1
	Original SHEET NO. 13
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO

#### GREASE. OIL AND SAND TRAPS

Bluegrass Water UOC may require pretreatment for certain types of discharge that could be harmful to the collection and/or treatment system. All restaurants, food service establishments and other commercial oil and grease generators shall provide grease and/or oil interceptor (or trap) for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. In the maintaining of these interceptors the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records with the dates and means of disposal. Interceptors or traps will not be required for private living quarters of dwelling units.

All interceptors or traps shall be of a type and capacity approved by the Kentucky Department for Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, and shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be of substantial construction, gastight, watertight, and equipped with easily removable covers.

All grease, oil and sand interceptors or traps shall be maintained by the user at his expense, in continuously efficient operation at all times. Bluegrass Water UOC may require an establishment to have interceptors or traps cleaned on a regular basis. Bluegrass Water UOC may reject potentially harmful wastes or may require control over the quantities and rates of discharge.

Approval of proposed facilities or equipment by the Kentucky Department of Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, does not in any way. guarantee that these facilities or equipment will function in the manner described by their constructor or manufacturer, nor shall it relieve a person, firm or corporation of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose.

#### SERVICE PIPE CONNECTIONS

Bluegrass Water UOC shall install and maintain that portion of the service pipe from the main to the boundary line of the easement, public road, or street, under which such main may be located. Bluegrass Water UOC is not responsible for extending a service main to serve additional properties.

No unauthorized person shall uncover, make any connections with, use, alter, or disturb any public sewer, Illegal or unauthorized connections shall be terminated immediately.

A separate and independent building sewer shall be provided for every structure.

DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO. DATED	

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2		
	Original	SHEET NO.	9	
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO		
SEWER SERVICE in entire service area		SHEET NO.		

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COMMISSION IN CASE NODATED

	PSC KY NO. 1
	Original SHEET NO. 13
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO.

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DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

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PSC KY NO	2	
Original	SHEET NO	10
CANCELLING PSC KY NO.		
SHEET NO		

### SERVICE PIPE CONNECTIONS

Bluegrass Water Utility Operating Company, LLC
SEWER SERVICE in entire service area

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No unauthorized person shall uncover, make any connections with, use, alter, or disturb any public sewer. Illegal or unauthorized connections shall be terminated immediately.

A separate and independent building sewer shall be provided for every structure. All plumbing work done in connection with Customer service line fixtures connected with Bluegrass Water UOC mains shall be submitted for the inspection by Bluegrass Water UOC before such underground work is covered up. Whenever the Bluegrass Water UOC determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, Bluegrass may insist upon its being corrected before the sewer service is accepted.

The customer shall install and maintain that portion of the service pipe from the end of the Company's portion into the premises served. That portion of the service pipe installed and maintained by the customer shall conform to all reasonable rules of Bluegrass Water UOC. It shall be constructed of materials approved by the sewage utility and installed under the inspection of Bluegrass Water UOC, including but not limited to a sewer line clean out. Prior to tapping on to the sewer system, Bluegrass Water UOC shall be notified, and the appropriate tap-on fee paid.

A sewer service pipe shall not be laid in the same trench with a water pipe.

If a governmental agency requires an inspection of the customer's plumbing, Bluegrass Water UOC shall not connect the customer's service pipe until it has received notice from the inspection agency certifying that the customer's plumbing is satisfactory.

If excavation of sewer lines owned by Bluegrass Water UOC becomes necessary, Bluegrass Water UOC will restore the effected property when soil conditions and weather are appropriate. Bluegrass Water UOC shall not be held liable for repairs or restoration associated with repairs for lateral connections on private property. This includes lateral connections under driveways and roads that require service.

DATE OF ISSUE: September 30, 2020		
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ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO DATED		

	PSC KY NO. 1
	Original SHEET NO. 14
Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	CANCELLING PSC KY NO
	SHEET NO

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#### PROTECTION BY CONSUMERS

The Consumer shall protect the equipment of Bluegrass Water UOC on his premises and shall not interfere with Bluegrass Water UOC's property or permit interference except by duly authorized representatives of Bluegrass Water LIOC

#### NOTICE OF TROUBLE

The Consumer shall give immediate notice to Bluegrass Water UOC of any irregularities, any known defects, or unsatisfactory service.

	KENTUOKK
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY STATE OF THE PROPERTY OF THE PROPERT	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

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	PSC KY NO	2	
	Original	SHEET NO	10
CANCELLING PSC KY NO.			
		SHEET NO.	
		FPSC KY NO	10

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TITLE: Bluegrass Water UOC, President		
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COMMISSION IN CASE NODATED		

	PSC KY NO. 1
	Original SHEET NO. 14
Bluegrass Water Utility Operating Company LLC Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	CANCELLING PSC KY NO
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DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
	Original	_SHEET NO	11
Bluegrass Water Utility Operating Company, LLC	CANCELLING I	PSC KY NO	
SEWER SERVICE in entire service area	SHEET NO.		

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#### MAINTENANCE

Bluegrass Water UOC may at any time deemed necessary suspend sewer service to any consumer or consumers for the purpose of making repairs, changes, or improvements upon any part of its systems. Bluegrass Water UOC shall give reasonable notice of such suspension of service to the customer(s).

DATE OF ISSUE:	September 30, 2020	
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ISSUED BY: /s/	Josiah Cox	
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CA	SE NO. DATED	

	PSC KY NO. 1	
	Original SHEET NO. 15	
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO	
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO	

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#### CONNECTIONS

Bluegrass Water UOC will consider a request to connect to an existing serviceable main as a normal connection. The charge, if any, for a connection qualifying under this description shall be as listed in the NON-RECURRING CHARGES section for each subdivision.

Reconnection: A Customer disconnected due to non-payment of tariff charges or non-compliance with tariff rules or Commission regulations, will be required to pay a reconnection fee, if any, as listed in the NON-RECURRING CHARGES section for each subdivision, in addition to any unpaid past-due balance before service is restored.

Other Connections: A developer of an undeveloped area within Bluegrass Water UOC's service area shall be charged the full cost of installation.

LINE RELOCATION When necessary to move or relocate facilities, the cost will be paid by the party or parties requesting such relocation.

#### **EASEMENTS**

The customer shall not place structures of any kind or personal property on recorded easements. Any structure or property violating this provision shall be removed at the owner's expense.

	KENTUOKY
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DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	<b>11/20/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
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Bluegrass Water Utility Operating Company, LLC	CANCELLING P	SC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	

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	PSC KY NO. 1	
	Original SHEET NO. 15	
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Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO	

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DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
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ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
	Original	SHEET NO	12
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	
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TITLE: Bluegrass Water UOC, President			
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE			
COMMISSION IN CASE NO. DATED			

	PSC KY NO. 1	
	Original SHEET NO. 16	
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO	
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO	

#### DISCONTINUANCE OF SERVICE BY BLUEGRASS WATER UOC

Bluegrass Water UOC may refuse or terminate service for noncompliance with its tariff rules or commission regulations after having made a reasonable effort to obtain customer compliance. Said customer will be given at least ten (10) days written notice prior to termination. Bluegrass Water UOC will notify the customer in writing of the reasons for termination or refusal. The notice will be recorded along with the corrective action to be taken by the customer or Bluegrass Water UOC before service is restored or provided.

If a dangerous condition is found to exist service may be terminated without notice.

In the event that an illegal or improper connection is discovered, Bluegrass Water UOC shall take immediate steps to sever the connection in question. This includes those connections discovered during smoke testing and camera inspection of lines that are deemed illegal or improper and allow Inflow/Infiltration of water to the sewer system. A photograph of the connection and an explanation of the condition will be given by Bluegrass Water UOC either by mail or directly. Bluegrass Water UOC may terminate service for nonpayment of tariff charges after a five (5) day written notice of intent to terminate. Service will not be terminated before twenty (20) days after the mailing date of the original bill. If a medical certificate is presented service will not be terminated for thirty (30) days beyond the termination date.

When payments are delinquent Bluegrass Water UOC may file a complaint in court. Bluegrass Water UOC may request that all court costs be included in any judgment amount awarded to Bluegrass Water UOC. Bluegrass Water UOC may refer any delinquent accounts to a collection agency.

#### BILLING, COLLECTION AND PENALTIES

Billing for sewage service furnished by the sewer system shall be made by Bluegrass Water UOC on a monthly basis, bills are mailed the first week of each month and become due the last business day of each month.

A late payment penalty will be assessed after the due date according to the non-recurring charges section for the applicable service area.

Failure to receive bill does not excuse payment.

#### **DEPOSITS**

At this time, Bluegrass Water UOC does not require a deposit for new sewer customers.

	KENTUOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
	Original	SHEET NO.	13
Bluegrass Water Utility Operating Company, LLC	CANCELLING P	SC KY NO	
SEWER SERVICE in entire service area		SHEET NO.	

#### DISCONTINUANCE OF SERVICE

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Bluegrass Water UOC may refuse or terminate service for noncompliance with its tariff rules or commission regulations after having made a reasonable effort to obtain customer compliance. Said customer will be given at least ten (10) days written notice prior to termination. Bluegrass Water UOC will notify the customer in writing of the reasons for termination or refusal. The notice will be recorded along with the corrective action to be taken by the customer or Bluegrass Water UOC before service is restored or provided.

If a dangerous condition is found to exist service may be terminated without notice.

In the event that an illegal or improper connection is discovered, Bluegrass Water UOC shall take immediate steps to sever the connection in question. This includes those connections discovered during smoke testing and camera inspection of lines that are deemed illegal or improper and allow Inflow/Infiltration of water to the sewer system. A photograph of the connection and an explanation of the condition will be given by Bluegrass Water UOC either by mail or directly. Bluegrass Water UOC may terminate service for nonpayment of tariff charges after a five (5) day written notice of intent to terminate. Service will not be terminated before twenty (20) days after the mailing date of the original bill. If a medical certificate is presented service will not be terminated for thirty (30) days beyond the termination date.

When payments are delinquent Bluegrass Water UOC may file a complaint in court. Bluegrass Water UOC may request that all court costs be included in any judgment amount awarded to Bluegrass Water UOC. Bluegrass Water UOC may refer any delinquent accounts to a collection agency.

DATE OF ISSUE: September 30, 2020		
DATE EFFECTIVE: October 31, 2020		
ISSUED BY: /s/ Josiah Cox		
TITLE: Bluegrass Water UOC, President		
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE		
COMMISSION IN CASE NO DATED		

	PSC KY NO. 1
	Original SHEET NO. 16
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO

#### DISCONTINUANCE OF SERVICE BY BLUEGRASS WATER UOC

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#### **BILLING, COLLECTION AND PENALTIES**

Billing for sewage service furnished by the sewer system shall be made by Bluegrass Water UOC on a monthly basis, bills are mailed the first week of each month and become due the last business day of each month.

A late payment penalty will be assessed after the due date according to the non-recurring charges section for the applicable service area.

Failure to receive bill does not excuse payment.

#### **DEPOSITS**

At this time, Bluegrass Water UOC does not require a deposit for new sewer customers.

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY_	Steven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	11/20/2019 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO. 2			
	Original	SHEET NO	14	
Bluegrass Water Utility Operating Company, LLC	CANCELLING	PSC KY NO		
SEWER SERVICE in entire service area		SHEET NO		

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DATE OF ISSUE: September 30, 2020
DATE EFFECTIVE: October 31, 2020
ISSUED BY: /s/ Josiah Cox
TITLE: Bluegrass Water UOC, President
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. DATED
COMMISSION IN CASE NODATED

	PSC KY NO. 1
	Original SHEET NO. 17
Bluegrass Water Utility Operating Company LLC	CANCELLING PSC KY NO
Sewer service in Bullitt, Franklin, Hardin, Madison, McCracken, Marshall, Scott, and Shelby Counties	SHEET NO

#### LIABILITY OF THE COMPANY

Bluegrass Water UOC shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage resulting from the sewer service, due to any cause whatsoever. Bluegrass water UOC will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.

Bluegrass Water UOC shall not be responsible for accidents or damages resulting from the discontinuance of service, nor by reason of the breaking of any main, sewer pipe, fixture or appliance whether owned by the Company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service.

Bluegrass Water UOC shall not be considered in any manner an insurer of property or persons and it shall be free and exempt from any and all claims for damages on account of any injury to property or persons for any cause

#### APPROVAL OF RULES AND REGULATIONS

All Rules and Regulations of Bluegrass Water UOC are subject to the approval of the Public Service Commission of the State of Kentucky.

	KENTHOKY
DATE OF ISSUE October 21, 2019	PUBLIC SERVICE COMMISSION
DATE EFFECTIVE November 20, 2019	Gwen R. Pinson Executive Director
ISSUED BY	Siven R. Punson
TITLE Bluegrass Water UOC, President	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	<b>11/20/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

### Ky PSC Case No. 2020-00290 App. Exh. 2-B

	PSC KY NO	2	
	Original	_SHEET NO	15
Bluegrass Water Utility Operating Company, LLC	CANCELLING P	SC KY NO	
SEWER SERVICE in entire service area	-	SHEET NO	

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ISSUED BY: /s/ Josiah Cox
TITLE: Bluegrass Water UOC, President
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. DATED
COMMISSION IN CASE NOBATED



### Dear Customer:

We're writing to update you on the water or wastewater services that serve your community.

Since purchasing the infrastructure that serves your home, Bluegrass Water Utility Operating Company (Bluegrass Water) has invested nearly \$2.5 million in urgently needed improvements in Kentucky communities to ensure you, your families and neighbors have access to clean, safe and reliable drinking water and wastewater systems. Additionally, Bluegrass Water intends to invest an additional \$3.5 million to ensure safe and reliable service. These improvements include remote monitoring equipment at each location to assure facilities are closely tracked and work properly at all times; sewer plant improvements to ensure proper treatment, including flow equalization, replacement of blowers, pipes, and diffusers in aeration tankage, and many more improvements. As a result of these efforts and additional improvements planned for the next 18 months, Bluegrass Water expects to submit a request on September 30, 2020, to the Kentucky Public Service Commission (PSC) for a general adjustment of rates charged for service in order to increase annual water operating revenues by \$336,747 and sewer operating revenues by \$2,177,052.

### Please take notice of the following information about the proposed rate adjustment that is presented below and on the enclosed sheet:

The PSC, the state agency that regulates all utility services in Kentucky, will rule on this request and may order rates to be charged that differ from the proposed rates found in this notice. On the enclosed sheet is a table that compares present and proposed rates and the amount of the change requested (in dollar and percentage change) for each customer classification to which the proposed rates will apply. The date the proposed rates are expected to be filed with the PSC is September 30, 2020; the proposed effective date of the rates is for service rendered on and after October 31, 2020. As there are only flat rates included in the existing tariff or which affect existing customers, the average customer usage is unknown and the average bill in each service area relates directly to the current rates per month shown in the enclosed sheet.

By prior arrangement, you may examine Bluegrass Water's application at the offices of McBrayer PLLC, 201 East Main Street, Suite 900, Lexington, Kentucky; please contact Holly Lewis at 859-551-3648 or hlewis@mcbrayerfirm.com to visit the McBrayer offices to examine the application. Bluegrass Water's application may also be examined at the PSC's offices located at 211 Sower Boulevard, Frankfort Kentucky, Monday through Friday, 8:00 a.m. to 4:30 p.m., or through the commission's Web site at http://psc.ky.gov. Comments regarding the application or timely requests for intervention (establishing the grounds for the request, including the status and interest of the requester) may be submitted to the PSC through its website or by mail to:

Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602

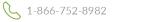
If the PSC does not receive a written request for intervention establishing the grounds for the request (including the status and interest of the party) within thirty (30) days of initial publication or mailing of this notice, the PSC may take final action on the application.

Josiah Cox

President

Bluegrass Water Utility Operating Company, Inc.









### Rate Comparison Table

Type of Charge	Service Area	Present Rates (per month)	Proposed Rates (per month)	Change Requested	
				<u>\$</u>	<u>%</u>
Total Monthly Sewer – Single Residential per unit					
	Airview Estates	\$41.36	\$96.14	\$54.78	132.4%
	Brocklyn Subdivision- Single Unit	\$40.00	\$96.14	\$56.14	140.4%
	Fox Run Estates	\$55.85	\$96.14	\$40.29	72.1%
	Great Oaks Subdivision	\$28.84	\$96.14	\$67.30	233.4%
	Golden Acres Subdivision	\$39.57	\$96.14	\$56.57	143.0%
	Kingswood Development	\$38.84	\$96.14	\$57.30	147.5%
	Lake Columbia Estates	\$50.32	\$96.14	\$45.82	91.1%
	Longview and Homestead Subdivisions	\$30.00	\$96.14	\$66.14	220.5%
	Persimmon Ridge Subdivision	\$35.00	\$96.14	\$61.14	174.7%
	City of River Bluff and environs	\$58.16	\$96.14	\$37.98	65.3%
	Timberland Subdivision	\$34.71	\$96.14	\$61.43	177.0%
Total Monthly Sewer – Multi Residential per unit					
	Brocklyn Subdivision – Multi Unit	\$30.40	\$72.11	\$41.71	137.2%
Total Monthly Sewer Bill – Commercial (Flat)					
	Persimmon Ridge Subdivision	\$35.00 per residential equivalent of 12,000 gallons	\$240.36	\$205.36	234.7%
Total Monthly Sewer – Industrial/Commercial (Metered)					
	I-75 & Delaplain Road interchange area (Scott County)	\$8.89 per 1000 gal	\$25.65 per 1000 gal	\$16.76	188.52%
Total Monthly Water Bill - Residential					
	Center Ridge	\$22.79	\$105.84	\$83.05	364.4%



# Commonwealth of Kentucky Alison Lundergan Grimes, Secretary of St

LAOO
1052610.06
Alison Lundergan Grimes
Secretary of State
Received and Filed
3/21/2019 10:38:31 AM
Fee receipt: \$40.00

Alison Lundergan Grimes Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

# Articles of Organization Limited Liability Company

**KLC** 

For the purposes of forming a limited liability company in Kentucky pursuant to KRS Chapter 275, the undersigned organizer hereby submits the following Articles of Organization to the Office of the Secretary of State for filing:

**Article I:** The name of the company is

### Bluegrass Water Utility Operating Company, LLC

**Article II:** The street address of the company's initial registered office in Kentucky is

306 W Main St Ste 512, Frankfort, KY 40601

and the name of the initial registered agent at that address is CT Corporation System

Article III: The mailing address of the company's initial principal office is

500 Nw Plaza Dr Ste 500, Saint Ann, MO 63074

**Article IV:** The limited liability company is to be managed by **Managers** 

Executed by the Organizer on Thursday, March 21, 2019

Name of Organizer: Caroline M Johnson

Signature of individual signing on behalf of Organizer:

Caroline M Johnson

I, CT Corporation System, consent to serve as the Registered Agent on behalf of the limited liability company.

Signature of Registered Agent or individual signing on behalf of the company serving as Registered Agent:

James M Halpin

# OPERATING AGREEMENT OF BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC

THIS OPERATING AGREEMENT (this "Agreement") is signed as of the 1<sup>st</sup> day of January, 2019 (the "Effective Date"), by Bluegrass Water Utility Holding Company, LLC, a Kentucky limited liability company as the sole Member of BLUEGRASS WATER UTILITY OPERATING COMPANY, LLC, a Kentucky limited liability company (the "Company").

#### **RECITALS**

WHEREAS, on March 21, 2019, the Company was organized a limited liability company under the laws of Kentucky pursuant to the Kentucky Limited Liability Company Act, Kentucky Revised Statutes Chapter 275 (the "Act") for the purpose of, among other things, of investing in and operating water and waste water utilities;

WHEREAS, the aforementioned Member desires to adopt this Operating Agreement setting forth the Member's desire for the management and operation of such limited liability company.

NOW THEREFORE, in consideration of the mutual covenants and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Member hereby states as follows:

### ARTICLE I. ORGANIZATION

- 1.1. Certain Definitions. As used herein, the following terms have the following meanings:
  - (a) "Act" is defined in Section 1.2 hereof.
- (b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.
- (c) "Business Property" means all properties, assets and interests (whether real or personal, tangible or intangible) now or hereafter owned or held by the Company.
- (d) "Capital Account" means the Capital Account maintained by the Company for each Member in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv), as amended from time to time.
- (e) "Capital Contributions" means with respect to the Member, the total amount of money and the fair market value of the other property, if any, to be contributed to the Company by the Member in accordance with Article II hereof. The Member's "Paid-In Capital Contribution" means the amount of the Member's Capital Contribution actually paid in cash or other property actually contributed to or on behalf of the

Company. With respect to the Company, such terms shall mean the aggregate Capital Contributions and aggregate Paid-In Capital Contributions, respectively, of the Member.

- (f) "Capital Transaction" means any of the following items or transactions: a sale, transfer or other disposition of all or substantially all of the assets of the Company, condemnation actions, net insurance recoveries (other than for temporary loss of use), the refinancing of the mortgage or other indebtedness of the Company. The payment of Capital Contributions by the Member shall not be included within the meaning of the term "Capital Transaction."
- (g) "Code" means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute.
- (h) "Company" means this limited liability company and any successors hereto.
- (i) "Depreciation" means for each fiscal year, an amount equal to the depreciation, amortization or other cost recovery deduction allowable with respect to an asset for such fiscal year. In the event the book value of an asset differs from its adjusted tax basis at the beginning of such year, then the Depreciation shall be an amount which bears the same ratio to the fair market value (as may be adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) and (g)) as the Depreciation determined for federal income tax purposes bears to the beginning adjusted tax basis.
  - (j) "Dissolution Proceeds" is defined in Section 10.2 hereof.
- (k) "Net Profits" or "Net Losses" for the applicable period means the gross income of the Company minus (a) all net cash outlays of any kind, whether capital in nature or not, to the extent the same are not depreciable or amortizable for federal income tax purposes (or, as the context may require, to the extent the same are not depreciated or amortized for federal income tax purposes), including, without limiting the generality of the foregoing, all operating expenses payable by the Company, salaries, life insurance premiums on policies owned by the Company, and interest on any Company indebtedness; and (b) all Depreciation allowable for federal income tax purposes. In the event that such sum is a positive number, it shall be considered "Net Profits" and if the sum is a negative number, it shall be considered "Net Losses."
  - (l) "Person" is defined in Section 1.9 hereof.
- (m) "Treasury Regulation(s)" means the Income Tax Regulations promulgated under the Code, as such Treasury Regulations may be amended or supplemented from time to time.
- 1.2. Formation. The Member has formed the Company under and pursuant to the provisions of the Act, for the limited purposes and scope set forth in this Agreement. The Member has filed in the appropriate governmental office(s) Articles of Organization which conform to the requirements of the Act in order to constitute the Company as a valid limited liability company under the Act. The costs and expenses associated with such filing shall be borne by the Company.

- 1.3. Name. The business and affairs of the Company shall be conducted solely under the name of "Bluegrass Water Utility Operating Company, LLC", and such name shall be used at all times in connection with the business and affairs of the Company; provided that the Member may operate the Company under any other name necessary or convenient to qualify it to do business in any state or jurisdiction.
- 1.4. Term. The Company shall continue in existence perpetually, or until dissolved by the Member under the terms of this Agreement.
- 1.5. Business of the Company. The business of the Company is to: (i) invest in and operate water and waste water utilities; (ii) own, finance, hold, manage, manufacture, sell, exchange or otherwise deal with and dispose of all or any part of the Business Property; and (iii) transact any and all lawful business for which a limited liability company may be organized under the Act and exercise all rights and engage in all activities related thereto (the "Business").
- 1.6. Principal Office. The principal office of the Company shall be at 500 Northwest Plaza Drive, Suite 500, St. Ann, MO 63074, or such other location as may be hereafter determined by the Manager.
- 1.7. Registered Office and Registered Agent. The name of the Company's registered agent for service of process in Kentucky and the address of the Company's registered office in Kentucky shall be as provided in the Articles of Organization. The Manager may in his sole discretion and from time to time change the address of the registered office and the registered agent by filing the documents required by law.
- 1.8. Articles of Organization and Other Instruments. The Member has executed or has authorized the execution of the Articles of Organization in accordance with the Act, and shall execute such other documents and instruments and take all such other actions as may be deemed by the Manager to be necessary or appropriate to effectuate and permit the continuation of the Company under the laws of the State of Kentucky or the laws of any other state in any other state which the Member deems necessary or appropriate. The Manager shall, from time to time, take appropriate action, including the preparation and filing of such other amendments to the Articles of Organization and other certificates as may be required under the laws of the State of Kentucky or any other state, to enable the Company to do business in the State of Kentucky or any other state.
- 1.9. Additional Definitions. The definitions in Section 1.1 shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine and neuter forms. The term "Person" includes individuals, partnerships, corporations, limited liability companies, trusts, and other associations and entities. The words "include," "includes," and "including" shall be deemed to be followed by the phrase "without limitation." The words "herein," "hereof," "hereunder," and similar terms shall refer to this Agreement, unless the context otherwise requires.

## ARTICLE II. CAPITAL CONTRIBUTIONS

2.1. Initial Capital Contributions. The Member shall make the Capital Contribution to the Company as reflected on Exhibit A attached hereto and incorporated herein by reference.

### ARTICLE III. DISTRIBUTIONS

- 3.1. Distributions. Except as otherwise requested by the Member or required by law, cash distributions shall be made to the Member on the following bases at such time (but at least annually) and in such amounts as the Manager in his sole discretion shall determine:
- (a) Distributions, other than from a Capital Contribution, shall be made in the following order of priority:
- (i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;
- (ii) To the Member, in an amount equal to the unpaid balance of principal and accrued interest of any loan by the Member to the Company;
  - (iii) The balance, if any, shall be distributed to the Member.
- (b) The proceeds of any Capital Transaction and the distribution upon liquidation under Section 10.2 shall be made in the following order of priority:
- (i) To the payment of liabilities of the Company then due and owing to Persons other than the Member;
- (ii) To establish such reserves as the Manager in his discretion determines to be reasonably necessary for any contingent or foreseeable liability or obligation of the Company; provided, however, that the balance of any such reserve remaining at such time as the Manager shall reasonably determine shall be distributed in accordance with subparagraphs (iii) through (v) of this Section 3.1(b);
- (iii) To the payment to the Member of an amount equal to the unpaid balance of principal and accrued interest of any Loan by the Member;
- (iv) To the Member, an amount equal to its Capital Contributions reduced (but not below zero) by the amount of all prior distributions to it under this Section 3.1;
  - (v) The balance, if any, shall be distributed to the Member.
- 3.2. Distributions to Be Made In Cash. Unless otherwise determined by the Member, all distributions to the Member shall be made in cash.

### ARTICLE IV. ALLOCATION OF NET PROFITS AND NET LOSSES

4.1. Profits and Losses. Net Profits and Net Losses incurred and/or accrued shall be allocated to the Member.

## ARTICLE V. ACCOUNTING; RECORDS

- 5.1. Accounting Methods. The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. All Federal, state and local tax returns of the Company shall be prepared by the Company's certified public accountants, under the direction of the Manager.
- 5.2. Fiscal Year. The fiscal year of the Company shall be the twelve calendar month period ending December 31.
- 5.3. Tax Status. The Member shall elect such tax status that it deems appropriate for each tax year by notifying the Manager of such election.

## ARTICLE VI. POWERS, RIGHTS AND DUTIES OF THE MEMBER AND MANAGER

- 6.1. Restriction of the Member's Rights to Participate in Management. Except as otherwise expressly provided herein, the Member shall have no voice in, take any part in, nor interfere with, the conduct, control, or management of the business of the Company in its capacity as the Member, nor shall the Member have any authority or power to act for, or on behalf of, the Company, or to bind the Company in any respect whatsoever.
- Member Consent. (a) The affirmative vote, approval or consent of the Member shall be required to: (i) alter the primary purposes of the Company as set forth in Section 1.5; (ii) do any act in contravention of this Agreement or cause the Company to engage in any business not authorized by the Articles of Organization or the terms of this Agreement; (iii) do any act which would make it impossible to carry on the usual course of business of the Company; (iv) change or reorganize the Company into any other legal form; (v) amend this Agreement; (vi) issue an Interest in the Company to any Person and admit such Person as a Member; (vii) approve a merger or consolidation with another Person, (viii) change the status of the Company from one in which management is vested in the one or more Managers to one in which management is vested in the Member, or vice versa; (ix) possess any Company property or assign the rights of the Company in specific Company property for other than a Company purpose; (x) perform any act (other than an act required by this Agreement or any act taken in good faith reliance upon counsel's opinion) which would, at the time such act occurred, subject the Member to liability as a general partner in any jurisdiction; (xi) operate the Company in such a manner as to have the Company classified as an "investment company" for purposes of the Investment Company Act of 1940; (xii) have an order for relief entered against the Company under applicable federal bankruptcy law; OR (xiii) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with

creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against the Company in any bankruptcy, reorganization or insolvency proceeding.

(b) The Member shall have the right to replace a Manager of the Company and name its successor at any time by providing written notice to the Manager being replaced of such decision in which the successor Manager is also set forth.

#### 6.3. Manager.

- (a) The Manager shall have the power to do all things necessary or convenient to carry out the business affairs of the Company. The initial Manager shall be Central States Water Resources, Inc., a Missouri corporation.
- (b) The Manager shall not have any contractual right to such position and shall serve until the earliest of (i) the withdrawal of the Manager, or (ii) the removal of the Manager. The Manager may be removed and replaced in accordance with the provisions of Section 6.2(b).
- (c) Except to the extent provided herein, the Member hereby agrees that only the Manager and agents of the Company authorized by the Manager shall have the authority to bind the Company. The Member shall not take any action to bind the Company without notifying the Manager of such action. If the Member takes any action to bind the Company, it shall indemnify and hold harmless the Manager against any claim, loss, expense or liability (including, without limitation, attorneys' fees and expenses, whether or not litigation is commenced) incurred by the Manager as a result of the unauthorized action of such Member.
- (d) The Manager's duty of care in the discharge of the duties of the Manager to the Company and the Member is limited to discharging his duties pursuant to this Agreement in good faith, with the care a corporate officer of like position would exercise under similar circumstances, in the manner he reasonably believes to be in the best interests of the Company. In discharging his duties, the Manager shall not be liable to the Company or to the Member for any mistake or error in judgment or for any act or omission believed in good faith to be within the scope of authority conferred by this Agreement or by separate written instrument executed by the Member.
- (e) The Manager's compensation shall be established by the Member, and the Manager shall be entitled to reimbursement of any general overhead expenses incurred in the regular course of his duties.

#### 6.4. Indemnification

- The Company, except as provided in Section 6.4(b), shall indemnify any Person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether criminal, civil, administrative or investigative, including without limitation any action by or in the right of the Company, by reason of the fact that he/it was or is a Member or Manager of the Company or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise; against expenses, including attorneys' fees, judgments, fines, taxes and amounts paid in settlement, actually and reasonably incurred by him in connection with such action, suit or proceeding if such Person's conduct is not finally adjudged to be knowingly fraudulent, deliberately dishonest or willful misconduct. indemnification conferred in this paragraph shall be a contract right and shall include the right to be paid by the Company expenses incurred in defending any actual or threatened civil or criminal action, suit or proceeding in advance of the final disposition of such action, suit or proceeding. Such right will be conditioned upon receipt of an undertaking by or on behalf of the Member or manager to repay such amount if it shall ultimately be determined that he/it is not entitled to be indemnified by the Company as authorized in this Article. Such right shall survive any amendment or repeal of this Article with respect to expenses incurred in connection with claims, regardless of when such claims are brought, arising out of acts or omissions occurring prior to such amendment or repeal. The Company may, by action of the Member, provide indemnification to employees and agents of the Company with the same scope and effect as the foregoing indemnification of Member and Manager.
- If a claim under Section 6.4(a) is not paid in full by the Company within thirty (30) days after a written claim has been received by the Company, the claimant may at any time thereafter bring suit against the Company to recover the unpaid amount of the claim and, if successful in whole or in part, the claimant shall be entitled to be paid also the expense, including reasonable attorneys' fees and costs, of prosecuting such claim. It shall be a defense to any such action (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any is required, has been tendered to the Company) that the claimant has not met the standards of conduct which make it permissible under the limited liability company law of Kentucky for the Company to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Company. Neither the failure of the Company (including the Member or independent legal counsel) to have made a determination prior to the commencement of such action that indemnification of the claimant is proper in the circumstances because he/it has met the applicable standard of conduct set forth in the limited liability company law of Kentucky, nor an actual determination by the Company (including its Member or independent legal counsel) that the claimant has not met such applicable standard of conduct, shall be a defense to the action or create a presumption that the claimant has not met the applicable standard of conduct.
- (c) The indemnification provided by this Section 6.4 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled

under any agreement, consent of the Member or otherwise, both as to action in his/its official capacity and as to action in another capacity while holding such office, and shall continue as to a Person who has ceased to be a Member, Manager, employee, partner, trustee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

- (d) The Company may purchase and maintain insurance on behalf of any Person who is or was a Member, Manager, employee or agent of the Company, or is or was serving at the request of the Company as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his/its status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Section 6.4.
- (e) For the purposes of this Section 6.4, references to the Company includes the resulting or surviving entity in any merger or consolidation so that any Person who is or was a Member, Manager, employee or agent of such a constituent entity or is or was serving at the request of such constituent entity as a member, manager, director, officer, employee, partner, trustee or agent of another limited liability company, corporation, partnership, joint venture, trust or other enterprise shall stand in the same position under the provisions of this Section 6.4 with respect to the resulting or surviving entity as he/it would if he/it had served the resulting or surviving entity in the same capacity.
- (f) For purposes of this Section 6.4, the term "other enterprise" shall include employee benefit plans; the term "fines" shall include any excise taxes assessed on a Person with respect to any employee benefit plan; and the term "serving at the request of the Company" shall include any service as a member, manager, director, officer, employee, partner, trustee or agent of, or at the request of, the Company which imposes duties on, or involves services by, such member, manager, director, officer, employee, partner, trustee or agent with respect to an employee benefit plan, its participants, or beneficiaries.
- (g) In the event any provision of this Section 6.4 shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision of this Section 6.4 and any other provisions of this Section 6.4 shall be construed as if such invalid provision had not been contained in this Section 6.4. In any event, the Company shall indemnify any Person who is or was a Member or Manager of the Company, or is or was a Member or Manager of the Company who is or was serving at the request of the Company as a member, manager, director, officer, agent, employee, partner or trustee of another limited liability company, corporation, partnership, joint venture, trust or other enterprise, to the full extent permitted under Kentucky law, as from time to time in effect.
- 6.5. Liability of the Member. The Member shall not be liable as such for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Member or a Manager for liabilities of the Company.

## ARTICLE VII. DETERMINATIONS BY THE MEMBER

7.1. Actions by the Member. The Member shall have the right to take any action set forth herein in accordance with the terms of the Agreement. In addition, if the Member determines that it wants to take an action that is not expressly granted to it within this Agreement, it shall take such action only after notifying the Manager in writing of the intended action.

### ARTICLE VIII. ACTIONS OF THE MANAGER

8.1. Actions by the Manager. The Manager shall decide any question related to the operations of the Company, unless the question is one upon which, by express provision of the Act, the Articles of Organization or this Agreement, the Member is required to consent, in which case such express provision shall govern and control the decision on such question.

#### ARTICLE IX. TRANSFER OF MEMBER'S INTEREST

- 9.1. Transfer of Member's Interest. The Member shall have the right to transfer all or part of its Interest to another Person upon such terms that the Member deems acceptable. Prior to the effective date of the transfer of all or part of the Interest, the Member must notify the Manager of the transfer in writing.
- 9.2. Effect of Assignment; Documents. All Interests in the Company transferred pursuant to the provisions of this Article shall be subject to the restrictions and obligations set forth in this Agreement. As a condition to any Person being admitted as an additional Member or a substituted Member, such Person must execute this Agreement and agree to be bound by all of its terms and provisions as a substituted Member or additional Member.

### ARTICLE X. DISSOLUTION OF THE COMPANY

#### 10.1. Dissolution Acts.

- (a) No act, thing, occurrence, event or circumstance shall cause or result in the dissolution of the Company except that the happening of any one of the following events shall work as an immediate dissolution and termination of the Company:
- (i) A determination by Member to dissolve and terminate the Company; and
  - (ii) The event of the death of the Member.

- (b) Without limiting the other provisions hereof, the transfer of all or any part of a Member's Interest, in accordance with the provisions of this Agreement or the admission of a new Member, shall not work the dissolution of the Company.
- 10.2. Distribution of Proceeds on Dissolution; Reserves. Upon the dissolution and termination of the Company, a the Member or such other Person designated by the Member (the "Winding-Up Member") shall file a Notice of Winding Up pursuant to the Act and shall proceed with the liquidation and termination of the Company as promptly as possible, but in an orderly and businesslike manner so as not to involve undue sacrifice, and the proceeds therefrom and any other funds and assets of the Company (the "Dissolution Proceeds"), shall be applied and distributed pursuant to the provisions of Section 3.1.b.

#### ARTICLE XI. GENERAL

- 11.1. Notices. Any notice, request, approval, consent, demand or other communication required or permitted hereunder shall be given in writing by (1) personal delivery, (2) expedited delivery service with proof of delivery, (3) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (4) email or facsimile (provided that such email or facsimile is confirmed as received), and shall be deemed to have been given and received either at the time of personal delivery or, in the case of delivery service or mail, as of the date of first attempted delivery at the last known address, or in the case of email or facsimile, upon receipt.
- 11.2. Amendments. This Agreement may be amended by a written agreement of amendment executed by the Member.
- 11.3. Miscellaneous. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. Captions contained in this Agreement in no way define, limit, or extend the scope or intent of this Agreement. If any provision of this Agreement or the application of such provision to any Person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provision to any other Persons or circumstances, shall not be affected thereby.
- 11.4. Remedies. If the Company or any party to this Agreement obtains a judgment against any other party by reason of breach of this Agreement or failure to comply with the provisions hereof, reasonable attorneys' fees as fixed by the court shall be included in such judgment. No remedy conferred upon the Company or the Member in this Agreement is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No waiver by the Member or the Company of any breach of this Agreement shall be deemed to be a waiver of any other breach of any kind or nature and no acceptance of payment or performance by a Member or the Company after any such breach shall be deemed to be a waiver of any breach of this Agreement, whether or not such Member or the Company knows of such breach at the time it accepts such payment or performance. If the Member has the right herein to approve or consent to any matter or transaction,

such approval or consent may be withheld in the sole discretion of the Member for any reason or no reason. No failure or delay on the part of the Member or the Company to exercise any right it may have shall prevent the exercise thereof by the Member or the Company at any time such other may continue to be so in default, and no such failure or delay shall operate as a waiver of any default.

- 11.5. Compliance with Securities Laws. Notwithstanding anything herein contained to the contrary, no transfer or disposition of Interests in the Company pursuant to the terms hereof shall be made unless such transfer or disposition complies in all respects with the provisions of the Securities Act of 1933 and the securities laws of any and all states with jurisdiction over such transfer or disposition, and the rules and regulations promulgated thereunder.
- 11.6. Binding Effect. This Agreement and any amendment hereto made as provided herein shall be binding upon and inure to the benefit of the Company and its successors and assigns, and the Member, its heirs, executors, administrators, and legal or personal representatives.
- 11.7. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first above written.

Bluegrass Water Utility Holding Company, LLC

Ву:

Josiah M. Cox, President of

Central States Water Resources, Inc.,

Manager

Agreed and Accepted by:

Josiah M. Cox, President of

Central States Water Resources, Inc.,

Manager

## EXHIBIT A INITIAL CAPITAL CONTRIBUTIONS

Member's Name and Address	Member's Interest	Capital Contribution
Bluegrass Water Utility Holding Company, LLC	100%	Kept by Company Accountant

# Commonwealth of Kentucky Michael G. Adams, Secretary of State

Michael G. Adams Secretary of State P. O. Box 718 Frankfort, KY 40602-0718 (502) 564-3490 http://www.sos.ky.gov

#### **Certificate of Existence**

Authentication number: 236316

Visit https://web.sos.ky.gov/ftshow/certvalidate.aspx to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

### **Bluegrass Water Utility Operating Company, LLC**

is a limited liability company duly organized and existing under KRS Chapter 14A and KRS Chapter 275, whose date of organization is March 21, 2019 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that articles of dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

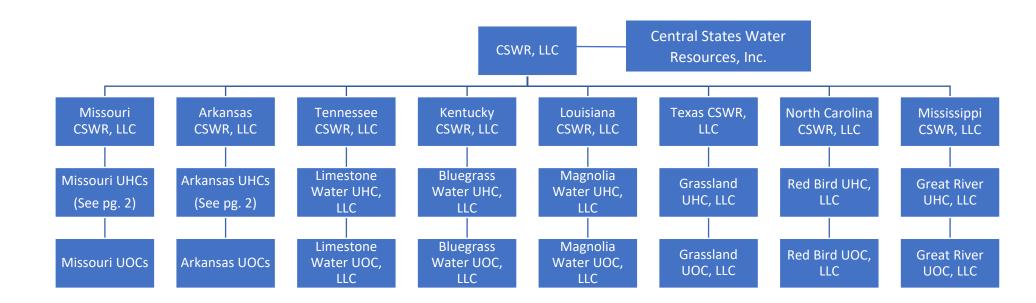
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 21<sup>st</sup> day of September, 2020, in the 229<sup>th</sup> year of the Commonwealth.



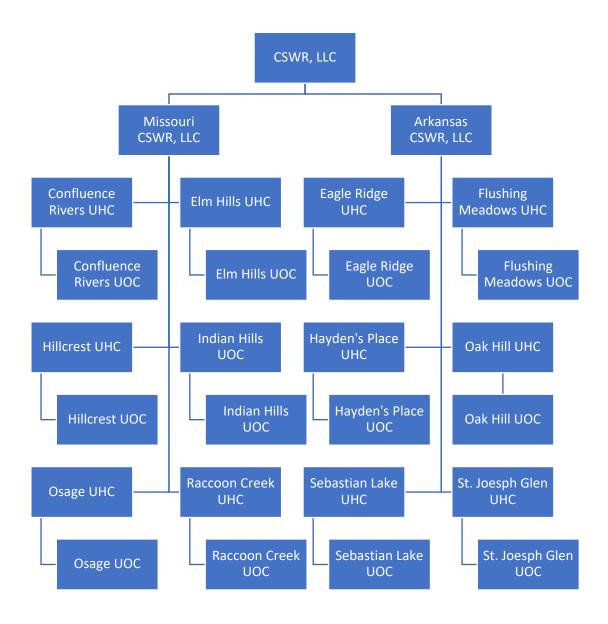
Michael D. adami

Michael G. Adams Secretary of State Commonwealth of Kentucky 236316/1052610

#### **Central States Water Resources Corporate Entity Organizational Chart**



### Missouri & Arkansas CSWR Organizational Chart Detail



#### Guaranty

This Guaranty, dated as of July <u>23</u>, 2020, is provided by CSWR, LLC, a Missouri limited-liability company ("the Guarantor"), in favor of the Kentucky Public Service Commission ("the Commission"), relating to obligations of Bluegrass Water Utility Operating Company, LLC ("the Utility").

#### PRELIMINARY STATEMENTS

- A. The Utility is a limited liability company organized and existing under the laws of the Commonwealth of Kentucky. It is a class C sewer utility, PSC ID# 9004000, subject to regulation by the Commission. The Guarantor is the indirect sole owner of the Utility. The Utility is a manager-managed company; its manager is Central States Water Resources, Inc. ("Central States"), a Missouri corporation. Central States and the Guarantor are affiliated entities.
- B. By Order entered August 14, 2019, in Case No. 2019-00104 ("the 8/14/19 Order"), the Commission approved the proposed acquisition of sewer utility assets by the Utility, subject to acceptance of conditions set forth in the Appendix. In an 8/30/19 filing, the conditions were acknowledged and accepted by the Utility and its affiliates, including the Guarantor, and each agreed to be bound by the conditions set forth in the Appendix.
- C. By Order entered February 17, 2020, in Case No. 2019-00360 ("the 2/17/20 Order"), the Commission approved the proposed acquisition of sewer utility assets (among other assets) by the Utility, subject to acceptance of conditions set forth in the Appendix. In a 3/6/20 filing, the conditions were acknowledged and accepted by the Utility and its affiliates, including the Guarantor, and each agreed to be bound by the conditions set forth in the Appendix.
- D. Condition #5 of both the 8/14/19 Order Appendix and the 2/17/20 Order Appendix requires posting "a guaranteed financial instrument that is the equivalent of two-months of the cost of [the Utility's] third-party contractors" ("the Guarantee Condition"). Both Orders further state that the Guarantee Condition will be "terminated by further order of the Commission, upon confirmation that Bluegrass Water's condition is sufficiently strong to ensure the continued provision of sewer service" on the acquired systems.

E. The Guarantor indirectly owns equity interests in the Utility and will benefit from the Utility's fulfillment of the Guarantee Condition, which it has acknowledged and accepted and to which it has agreed to be bound, and from the Commission's approval of such acquisitions that may be proposed in the future. Such benefits have been determined by the Guarantor to be sufficient such that the execution, delivery, and performance of this Guaranty Agreement is necessary or convenient to the conduct of its business.

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, and in fulfillment of the Guarantee Conditions to which it and the Utility have agreed to be bound, the Guarantor hereby makes the following representations and warranties to the Commission and hereby covenants and agrees in favor of the Commission as follows:

#### **Guaranty**

- 1. The Guarantor hereby guarantees to the Commission the full and prompt payment and performance when due of two months of the obligation of the Utility to its third-party contractors relating to the Utility's sewer systems subject to the Guarantee Condition.
- 2. As of the date of this Agreement, (a) the Systems owned and operated by the Utility and subject to the Guarantee Condition are those listed on Exhibit A hereto, and (b) the names and addresses of the Utility's third-party contractors, the elements of the monthly costs therefor, and calculation of the total two-months' costs encompassed in the Guarantee Condition are set out in Exhibit B hereto.
- 3. The maximum aggregate liability ("MAL") of the Guarantor hereunder shall be One Hundred Forty Thousand, and no/100 Dollars (\$ 140,000.00). If additions or other changes to the Utility's obligations related to the Guarantee Conditions cause the total two months' costs to be more than the stated MAL, the Guarantor will enter into a replacement guaranty agreement with a MAL amount that exceeds the total two months' costs.
- 4. Subject to the MAL set out in ¶ 3 above: (a) if the Utility acquires additional sewer systems subject to the Guarantee Condition, then any increase to the total two-months' costs to be encompassed in the Guarantee Condition will automatically be included in this Guaranty upon the Utility's closing the acquisition of the subject system, and (b) any addition or

change to the third-party contractors, the elements of the monthly costs therefor, or the total two months' costs will automatically be included in this Guaranty.

- 5. This Guaranty shall terminate one (1) year after the date hereof; provided, however, that the occurrence of a termination date shall not affect the liability of the Guarantor with respect to obligations created or incurred prior to such date and any late fees, interest, or penalties accruing with respect to such pre-termination obligations. Furthermore, to the extent that the Commission has not completely terminated Guarantee Conditions for the Utility, this Guaranty shall automatically renew for up to five (5) successive one-year periods, unless sixty (60) days prior to the scheduled expiration date for the initial term or any renewal term, the Utility or the Guarantor notifies the Commission in writing that this Guaranty will not be renewed and whether the Guarantor will provide a replacement guaranty agreement that fulfills any remaining Guarantee Condition for the Utility.
- 6. Any demand for payment on this Guaranty will be by Order entered by the Commission ("Payment Order") giving directions about the payment to be made (e.g., whether full or partial payment and whether to a third-party service provider, the Commission, or some other person, agency, or entity), finding that one or more of the following circumstances have been presented to or come to the attention of the Commission, and concluding that the ordered payment on this Guaranty is necessary to ensure the continuity of sewer service to customers of Bluegrass Water:
- a. the filing of a petition for bankruptcy of the Utility (involuntary or voluntary) or the Utility's voluntary assignment (or proposal thereof) for the benefit of creditors pursuant to KRS ch. 379;
- b. the Commission has received a statement under oath or affirmation from a third party that it is performing its obligations under a contract with the Utility for service to or for one or more of the Systems (specifically identified in the statement), and that the Utility is in default of its payment obligations to the third party under that contract or has notified the third party that it will be unable to make timely payment under that contract in the future; or

- c. the Commission has sought, and the Utility has not provided, adequate assurance that the Utility can maintain continuity of sewer service to its customers on one or more of the Systems.
- 7. The Guarantor will make the payment(s) as directed in a Payment Order within three (3) business days of actual notice of the Payment Order or by any deadline(s) specified in the Payment Order, whichever is later. The Guarantor may request rehearing or modification of the Payment Order by the Commission or seek court review of the Payment Order, but hereby expressly (a) agrees that it will nonetheless make the payment(s) as directed in the Payment Order by the applicable deadline(s) and (b) acknowledges that a failure to do so will constitute a breach of this Guaranty Agreement despite any otherwise applicable right not to pay or defense to payment during the pendency of any rehearing/modification request, court review, or period during which such rehearing, modification, or review may be sought.
- 8. With the exception of its right to notice of a Payment Order (see ¶7 above), the Guarantor expressly waives, to the fullest extent permitted by applicable law, each and every notice to which it would otherwise be entitled under principles of guaranty or suretyship law.

#### Representations, Warranties, and Reports

- 9. The Guarantor submits to the Commission concurrently herewith (with a request for confidential treatment) its audited consolidated financial statements for the 2019 calendar year. For so long as any Guarantee Conditions remain for the Utility and are met in whole or part by a guaranty from the Guarantor, the Guarantor will submit to the Commission its audited financial statement for each subsequent calendar year on or before April 15 of the succeeding calendar year.
- 10. The Guarantor represents that its current Total Assets amount exceeds \$ 50 million. The Guarantor warrants that it will keep its Total Assets at a level that equals or exceeds the MAL amount for the duration of this Guaranty. The Guarantor will notify the Commission in writing within 30 days of any period of at least seven (7) days in which the Total Assets are below the promised level and include in the notice a statement of when the Total Assets again met or exceeded the promised level.

11. The Guarantor hereby represents and warrants that: (a) it is duly organized and validly existing in good standing under the laws of the jurisdiction of its organization; (b) it has the power and authority to execute, deliver, and carry out the terms and provisions of this Guaranty and has taken all necessary action to authorize the execution, delivery, and performance of this Guaranty; and (c) it has duly executed and delivered this Guaranty and this Guaranty constitutes the legal, valid, and binding agreement of the Guarantor enforceable in accordance with its terms.

#### Miscellaneous

12. Notice to the Guarantor under this Agreement shall be in writing delivered to the Guarantor via USPS Registered Mail Restricted Delivery addressed to:

CSWR, LLC 1650 Des Peres Road; Suite 303 St. Louis, MO 63131

Delivery to the Guarantor by the method and at the address specified shall constitute actual notice to the Guarantor.

- 13. This Guaranty shall in all respects be governed by, and construed and enforced in accordance with the laws (including, without limitation, the conflicts of laws rules) of the Commonwealth of Kentucky.
- 14. The Guarantor irrevocably consents to the nonexclusive jurisdiction of the Franklin County, Kentucky, Circuit Court in connection with any action or proceeding brought to enforce this Guaranty and waives any objection to the bringing of any such action or proceeding in such court based upon lack of personal or subject matter jurisdiction or improper venue. The Guarantor agrees that any process or other legal summons in connection with any such action or proceeding may be served by mailing a copy thereof by certified mail, or any substantially similar form of mail, addressed to the Guarantor at the address set forth in ¶ 12 above.

IN TESTIMONY WHEREOF, the Guarantor has executed this Guaranty Agreement on the date set forth under its name below.

Witness

**CSWR, LLC**, a Missouri limited liability company

By:

Josiah Cox, President of its manager, Central States Water Resources, Inc.

Date: 07/23/20

STATE OF MISSOURI )

COUNTY OF St. Louis )

Subscribed, sworn to, and acknowledged this 23rd day of July, 2020, before me, a Notary Public, in and before said County and State.

My Commission expires 5/4/2024

NOTARY PUBLIC

 $\{seal\}$ 

DANIEL RYAN JANOWIAK Notary Public, Notary Seal State of Missouri St. Charles County Commission # 20374795 My Commission Expires 05-04-2024

### Exhibit A

### **SYSTEMS**

As of July 1, 2020, sewer systems owned and operated by Bluegrass Water Utility Operating Company, LLC (PSC ID# 9004000) and subject to the Guarantee Condition are as follows:

System Name	County	Acquisition Approval in
Kingswood	Bullitt	2019-00104
Lake Columbia	Bullitt	2019-00104
Fox Run	Franklin	2019-00104
Airview	Hardin	2019-00104
Brocklyn	Madison	2019-00104
Golden Acres	Marshall	2019-00104
Great Oaks	McCracken	2019-00104
Timberland	McCracken	2019-00360
River Bluffs	Oldham	2019-00360
LH Treatment	Scott	2019-00104
Persimmon Ridge	Shelby	2019-00104

Exhibit B page 1 of 1

#### THIRD-PARTY CONTRACTOR COSTS

As of July 1, 2020, the names and addresses of the third-party contractors of the Bluegrass Water Utility Operating Company, LLC, the elements of the monthly costs therefor, and calculation of the current total of two-months' costs are set out below.

#### **Third-Party Contractors**

Midwest Water Operations, LLC 1351 Jefferson Street, Suite 301 Washington, MO 63090

Nitor Billing Services, LLC 100 Chesterfield Business Pkwy, Ste. 256 Chesterfield, MO 63005

#### Contract per-month Costs

Contractor	Service	Charge Basis
Midwest Water Operations, LLC	operation and maintenance	\$4133 per month per plant site* served
Nitor Billing Services, LLC	billing and other customer services	\$1 per customer per month

<sup>\*</sup>The LH (Scott County) system has two (2) sites: Homestead and Longview.

#### **Two-Months' Cost Total**

Service	Per-Month Calculation	2 Months' Total
O&M	12 sites x \$4133/mo. = \$49,596 / month	\$99,192.00
Billing/ other Customer Service	1569 customers x \$1/mo. = \$1569 / month	\$3,138.00
	TOTAL	\$102,330.00

Consolidated Financial Statements

December 31, 2019 and 2018



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Item 05:	Consolidated Statements of Cash Flows	8
Item 06:	Notes to the Consolidated Financial Statements	9 - 20



RSM US LLP

#### Independent Auditor's Report

Board of Directors CSWR, LLC and Subsidiaries

#### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of CSWR, LLC and Subsidiaries, which comprise the consolidated balance sheets as of December 31, 2019 and 2018, the related consolidated statements of operations, members' equity and cash flows for the year ended December 31, 2019 (Successor) and for the periods from November 19, 2018 to December 31, 2018 (Successor, period after acquisition), and from January 1, 2018 to November 18, 2018 (Predecessor, period prior to acquisition), and the related notes to the consolidated financial statements (collectively, the financial statements).

#### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

THE POWER OF BEING UNDERSTOOD AUDIT | TAX | CONSULTING

#### Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of CSWR, LLC and Subsidiaries as of December 31, 2019 and 2018, and the results of their operations and their cash flows for the periods from November 19, 2018 to December 31, 2018 (Successor), and from January 1, 2018 to November 18, 2018 (Predecessor), in accordance with accounting principles generally accepted in the United States of America.

#### **Emphasis of Matter**

As discussed in Note 1 to the financial statements, on November 19, 2018, CSWR, LLC and Subsidiaries (Predecessor) was acquired by US Water Systems, LLC and Subsidiaries (Successor). As of the date of acquisition on November 19, 2018, US Water Systems, LLC and Subsidiaries applied purchase accounting, which resulted in adjusting acquired assets and liabilities to fair value. The financial statements of CSWR, LLC and Subsidiaries (Predecessor) are presented using their previous basis of accounting. As a result, any successor period is not directly comparable to the predecessor period.

RSM US LLP

St. Louis, Missouri March 30, 2020

As of December 31, 2019 and 2018

#### **Consolidated Balance Sheets**

12.31.2019

12.31.2018

**Current Assets** 

Cash

Accounts Receivable, net

Other Current Assets

**Total Current Assets** 

Property, Plant and Equipment, Net

Non-Current Assets

Preliminary Survey & Investigation

Other Long-Term Assets

**Total Non-Current Assets** 

Goodwill

Intangible Assets

#### **Total Assets**

**Current Liabilities** 

Accounts Payable

Notes Payable - Current

Other Current Liabilities

**Total Current Liabilities** 

Long-Term Liabilities

Notes Payable, net of Current Portion

Contributions in Aid of Construction

Total Long-Term Liabilities

Members' Equity

Paid-In Capital

**Retained Deficit** 

Total Members' Equity

**Total Liabilities and Equity** 



For the year ended December 31, 2019 (Successor) and the periods November 19 to December 31, 2018 (Successor), January 1 to November 18, 2018 (Predecessor)

#### **Consolidated Statements of Operations**

Successor Period Ended 12.31.2019 Successor Period Ended 12.31.2018 Predecessor Period Ended 11.18.2018

#### **Operating Revenue**

**Operating Revenue** 

#### **Operating Expense**

Operations and Maintenance General and Administrative Depreciation and Amortization Total Operating Expense

Operating Loss

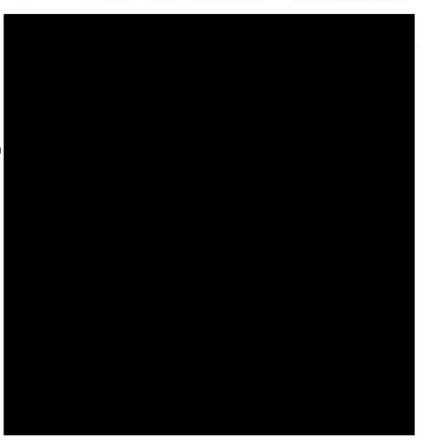
#### Other Income (Expense)

Other Revenue Interest Total Other Income (Expense)

Net Loss before Taxes

Income Tax Benefit

**Net Loss** 



For the year ended December 31, 2019 (Successor) and the periods November 19 to December 31, 2018 (Successor), January 1 to November 18, 2018 (Predecessor)

#### Consolidated Statements of Members' Equity

**Total Member's** Paid-In Capital **Retained Deficit** Equity Predecessor: Balance at December 31, 2017 Additional Paid in Capital Net Loss Balance at November 18, 2018 Successor: Balance at November 19, 2018 Additional Paid in Capital Net Loss Balance at December 31, 2018 Additional Paid in Capital Net Loss Balance at December 31, 2019

For the year ended December 31, 2019 (Successor) and the periods November 19 to December 31, 2018 (Successor), January 1 to November 18, 2018 (Predecessor)

#### **Consolidated Statements of Cash Flows**

Successor Period Ended 12.31.2019 Successor Period Ended 12.31.2018 Predecessor Period Ended 11.18.2018

#### Cash Flows from Operating Activities

Net Loss

Adjustments to reconcile net loss to net cash used in operating activities

Depreciation and amortization

Amortization of deferred financing costs to interest expense

Loss on transfer of preliminary survey & investigation expense

Provision for doubtful accounts

Write off of property, plant and equipment

Amortization of salvage reserve

Interest capitalized to notes payable

Interest capitalized to deferred financing costs

Interest capitalized to allowance for funds used during construction

Change in assets (increase) decrease

Accounts receivable, net

Prepaid expenses & other current assets

Deferred income tax asset, net

Regulatory & other long-term assets

Change in liabilities - increase (decrease)

Accounts payable and current liabilities

Contributions in aid of construction

Net cash used in Operating Activities

#### Cash Flows from Investing Activities

Purchase of property, plant and equipment Acquisition of preliminary survey & investigation

Net cash used in Investing Activities

#### Cash Flows from Financing Activities

Proceeds from notes payable

Payments on notes payable

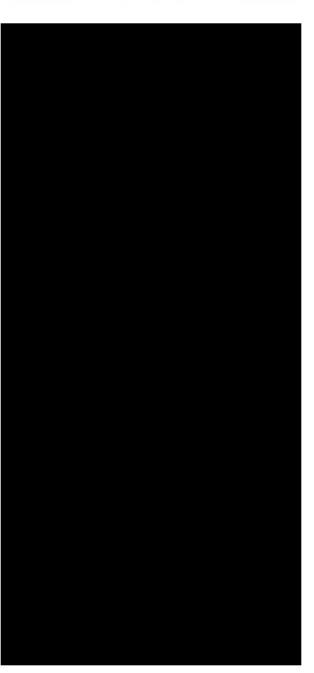
Capital Contributions

Net cash provided by Financing Activities

Net Increase (Decrease) in Cash

Cash, Beginning of Period

Cash, End of Period



#### NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION

#### Principles of Consolidation

The accompanying consolidated financial statements include the accounts of CSWR, LLC ("CSWR") and its wholly owned subsidiaries, Missouri Central States Water Resources, LLC ("Missouri Central States"), Arkansas Central States Water Resources, LLC ("Arkansas Central States"), Kentucky Central States Water Resources, LLC ("Kentucky Central States") and Louisiana Central States Water Resources, LLC ("Louisiana Central States"), collectively ("the Company").

The accounts of Missouri Central States' wholly owned subsidiaries are included. Those subsidiaries are: Hillcrest Utility Holding Company, Inc. ("Hillcrest"), Raccoon Creek Utility Holding Company, Inc. ("Raccoon Creek"), Indian Hills Utility Holding Company, Inc. ("Indian Hills"), Elm Hills Utility Holding Company, Inc. ("Elm Hills"), Confluence Rivers Utility Holding Company, Inc. ("Confluence Rivers"), James River Utility Holding Company, Inc. ("Ridge Creek"), and Smithview Utility Holding Company, Inc. ("Smithview"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Arkansas Central States' wholly owned subsidiaries are also included. Those subsidiaries are: Hayden's Place Utility Holding Company, LLC ("Hayden's Place"), St. Joseph's Glen Utility Holding Company, LLC ("St. Joseph's Glen"), Sebastian Lake Utility Holding Company, LLC ("Sebastian Lake"), Eagle Ridge Utility Holding Company, LLC ("Eagle Ridge"), Flushing Meadows Utility Operating Company, LLC ("Flushing Meadows") and Oak Hill Utility Holding Company, LLC ("Oak Hill"), which in turn each own operating subsidiaries that carry out day-to-day operations of the Company.

The accounts of Kentucky Central States' wholly owned subsidiary, Bluegrass Water Utility Holding Company, LLC ("Bluegrass") are included. Bluegrass owns an operating subsidiary that carries out the day-to-day operations of the Company.

The accounts of Louisiana Central States' wholly owned subsidiary, Magnolia Water Utility Holding Company, LLC ("Magnolia") are included. Magnolia owns an operating subsidiary that carries out the day-to-day operations of the Company.

All significant inter-company transactions and account balances have been eliminated in consolidation.

#### Nature of Operations and Acquisition

CSWR is a private water and wastewater utility company. The Company's primary purpose, through its subsidiaries, is to establish and maintain compliant water and wastewater treatment facilities for underserved communities and private facility owners by creating economically viable options compliant with the Clean Water Act and the Safe Drinking Water Act. The Company holds certificates of public convenience and necessity granted by the Missouri Public Service Commission, ("Missouri PSC"), under which the Company provides water and wastewater services in Missouri. In the state of Kentucky, the Company holds certificates of public convenience and necessity granted by the Kentucky Public Service Commission, ("Kentucky PSC") under which the Company provides wastewater services in Kentucky. In the state of Louisiana, the Company has been granted authority to operate water and wastewater systems by the Louisiana Public Service Commission, ("Louisiana PSC"). The Company also provides water and

#### NOTE 01: NATURE OF OPERATIONS AND BASIS OF PRESENTATION (continued)

wastewater services in Arkansas; however, Arkansas Central States' subsidiaries are currently under the water and sewer revenue threshold that requires rate regulation from the Arkansas Public Service Commission, ("Arkansas PSC").

The Company is a wholly owned subsidiary of US Water Systems, LLC. (the "Parent"). The Parent was formed by investment funds affiliated and managed by Gullfoss Investments, LLC. The Parent, on November 19, 2018, completed the acquisition of a 100% ownership position on the units of the Company.

The accompanying financial statements contain activity for the acquired business (the "Successor") and reflect the application of pushdown accounting. Successor financial statements are for the year ended December 31, 2019 and for the period from November 19, 2018 to December 31, 2018.

The Company's consolidated financial statements and certain footnote disclosures are presented in two distinct periods in 2018 to indicate the application of two different bases of accounting, which may not be comparable, between the periods presented. The periods prior to the acquisition date are identified as "Predecessor" and the period after the acquisition date is identified as "Successor".

#### NOTE 02: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Basis of Accounting**

The Company's policy is to prepare its consolidated financial statements on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America (GAAP).

#### **Use of Estimates**

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, the actual results could differ from those estimates.

#### Recognition of Revenue

On January 1, 2019, the Company adopted Accounting Standards Codification ("ASC") Topic 606, Revenue From Contracts With Customers using the modified retrospective approach, applied to contracts which were not completed as of January 1, 2019. Under this approach, periods prior to the adoption have not been restated and continue to be reported under the accounting standards in effect for those periods.

Under ASC 606, a performance obligation is a promise within a contract to transfer a distinct good or service, or a series of distinct goods and services, to a customer. Revenue is recognized when performance obligations are satisfied and the customer obtains control of promised goods or services. The amount of revenue recognized reflects the consideration which the Company expects to be entitled to receive in exchange for goods or services. Under the standard, a contract's transaction price is allocated to each distinct performance obligation. To determine revenue recognition for arrangements that the Company determines are within the scope of ASC 606, the Company performs the following five steps: 1) identifies the contract with a customer; 2) identifies the performance obligations within the contract; 3) determines the transaction price; 4) allocates the transaction price to the performance obligations in the contract; and 5) recognizes revenue when, or as, the Company satisfies each performance obligation.

The Company's revenues from contracts with customers are discussed below. Customer payments for contracts are generally due within 30 days of billing and none of the contracts with customers have payment terms that exceed one year; therefore, the Company elected to apply the significant financing component practical expedient and no amount of consideration has been allocated as a financing component.

The Company's revenue is generated from water and wastewater services delivered to customers. These contracts contain a single performance obligation, the delivery of water and wastewater services, as the promise to transfer the individual service is not separately identifiable from other promises within the contract and is not distinct. Revenue is recognized over time, as water and sewer services are provided, and include amounts billed to customers on a cycle basis and unbilled amounts based on one month of service. There are no significant financing components or variable consideration. The amounts the Company has a right to invoice are determined by a periodic flat fee, metered usage or both where applicable, indicating that the invoice amount corresponds directly to the value transferred to the customer. The Company elected to use the right to invoice and the disclosure of remaining performance obligations practical expedients for these revenues.

#### **Income Taxes**

CSWR has elected to be treated as a partnership for federal income tax purposes and does not incur income taxes. Instead, its taxable earnings and losses are allocated in accordance with the Operating Agreement and are included in the income tax returns of the members. Accordingly, no provision is made for federal and state income taxes in the consolidated financial statements related to that entity.

CSWR's subsidiaries have elected to be treated as "C" Corporations. Income taxes are provided for the tax effects of transactions reported in the consolidated financial statements and consist of taxes currently due, plus deferred taxes related primarily to timing differences.

The Company and subsidiaries have assessed their federal and state tax positions and determined there were no uncertainties or possible related effects that need to be recorded as of or for the years ended December 31, 2019 and 2018. If applicable, penalties and interest assessed by income taxing authorities are included with the provision for income taxes.

The federal and state income tax returns of the Company for the years ended December 31, 2019 and 2018 are subject to examination by the respective taxing authorities, generally for three years after they were filed.

#### Accounts Receivable

Accounts receivable include utility customer accounts receivable, which represent amounts billed to water and wastewater customers on a cycle basis. Accounts receivable also includes unbilled revenue for services provided but not billed to customers. Credit is extended based on the guidelines of the applicable state Public Service Commission or similar regulatory body and collateral is generally not required.

The Company provides an allowance for doubtful accounts equal to the estimated losses that will be incurred in the collection of accounts receivable. This estimate is based on historical experience coupled with a review of the current status of existing receivables. The allowance and associated accounts

receivable are reduced when the receivables are determined to be uncollectible. The allowance at December 31, 2019 and 2018 was \$18,115 and \$23,983, respectively.

#### Property, Plant and Equipment

Property, plant and equipment is generally stated at cost. Major additions and improvements are capitalized and, where rate regulated, placed in service subject to review and revaluation by the applicable state Public Service Commission or similar regulatory body, while maintenance and repairs are expensed as incurred. When assets are sold or otherwise disposed of, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss arising from such disposition is included as income or expense in the year of disposition.

Depreciation is computed using the straight-line method over the estimated useful lives of the assets. The estimated lives for computing depreciation and amortization on property, plant and equipment are:

Utility Plant in Service - Sewer 10-50 Years
Utility Plant in Service - Water 10-50 Years
Furniture, Fixtures, and Other 7-20 Years

#### **Preliminary Survey and Investigation Charges**

The Company capitalizes all expenditures for preliminary surveys, plans, investigations, etc. made for the purpose of determining the feasibility of the acquisition of system assets. If the purchase results, these costs are reclassified to the appropriate utility plant account. If the initiative is abandoned, the costs are expensed in the period in which Management makes the determination.

#### Regulation

The Company's Missouri, Kentucky and Louisiana utilities are subject to economic regulation by the respective PSCs. The Missouri PSC, Kentucky PSC and Louisiana PSC generally authorize revenue at levels intended to recover the estimated costs of providing service, plus a return on net investments, or rate base. The Missouri PSC approved a rate base increase February 21, 2018 with an effective date of March 23, 2018 for Indian Hills. Regulators may also impose certain penalties or grant certain incentives. Due to timing and other differences in the collection of utility revenue, an incurred cost that would otherwise be charged to expense by a non-regulated entity is (at the direction of the state PSC) to be deferred as a regulatory asset if it is probable that the cost is recoverable in future rates. Conversely, GAAP requires the recording of a regulatory liability for amounts collected in rates to recover costs expected to be incurred in the future or amounts collected in excess of costs incurred and refundable to customers.

The Company had a regulatory asset of \$50,000 ("Other Long-Term Assets"), with accumulated amortization of \$21,667 and \$11,667 at December 31, 2019 and 2018 respectively. Amortization expense for the periods ended December 31, 2019, December 31, 2018 and November 18, 2018 was \$10,000, \$1,667 and \$8,333 respectively.

The Company's net regulatory liability for removal costs recoverable through rates at December 31, 2019 and 2018 is \$41,505 and \$32,753 respectively. Salvage expense of the liability for removal costs was \$8,069, \$849 and \$6,733 for the periods ended December 31, 2019, December 31, 2018 and November

18, 2018, respectively. The amounts of the liability are included in Property, Plant & Equipment, Net as a subset of accumulated depreciation.

#### Contributions in Aid of Construction

Regulated utilities may receive advances for construction and/or contributions in aid of construction from customers, home builders, real estate developers, home-owners associations, etc., to fund construction necessary to extend or enhance services or operating facilities to new areas. Advances that are no longer refundable are reclassified as contributions of capital. Contributions are permanent collections of plant assets or cash for a specific capital construction project. For ratemaking purposes, the amount of such contributions generally serves as a rate base reduction since the contributions represent non-investor supplied funds. Generally, the Company depreciates utility plants funded by contributions and amortizes its contributions balance as a reduction to depreciation expense, producing a result which is functionally equivalent to reducing the original cost of the utility plant for the contributions. Amortization of contributions in aid of construction was \$18,935, \$2,800 and \$21,603 for the periods ended December 31, 2019, December 31, 2018 and November 18, 2018 respectively.

#### **Purchase Accounting**

Acquisitions are accounted for as a business purchase combination using the purchase method of accounting under the provisions of Financial Accounting Standards Board ("FASB") ASC 805-10, Business Combinations — Overall. The allocation of consideration for acquisitions requires extensive use of accounting estimates and management judgment to allocate the purchase price of tangible and identifiable intangible assets acquired and liabilities and contributions in aid of construction assumed based on their respective fair values.

Management believes the fair values assigned to the assets and liabilities are based on reasonable estimates and assumptions.

#### **Goodwill and Other Intangible Assets**

Goodwill arises from business combinations and is generally determined as the excess of the fair value of the consideration transferred, plus the fair value of any noncontrolling interests in the acquiree, over the fair value of the net assets acquired and liabilities assumed as of the acquisition date. Goodwill and intangible assets acquired in a purchase business combination and determined to have an indefinite useful life are not amortized but tested for impairment at least annually or more frequently if events and circumstances exists that indicate that a goodwill impairment test should be performed. The Company has selected December 31 as the date to perform the annual impairment test. Intangible assets with definite useful lives are amortized over their estimated useful lives to their estimated residual values. Goodwill, the Trade Name and Certificate of Convenience and Necessity have an indefinite life on the consolidated balance sheets. There are no intangible assets with a definite life on the consolidated balance sheets.

#### New Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update ("ASU") 2016-02, Leases: Amendments to the FASB Accounting Standards Codification, which amends the existing guidance on accounting for leases, and is effective for fiscal years beginning after December 15, 2020 for entities other than public business entities. This ASU requires the recognition of lease assets and liabilities on the consolidated

balance sheets and the disclosure of key information about leasing arrangements. Early adoption is permitted and modified retrospective application is required for leases that exist or are entered into after the beginning of the earliest comparative period in the consolidated financial statements. Management is currently evaluating the impact of adopting ASU 2016-02 on the Company's consolidated financial statements and related disclosures.

In June 2016, the FASB issued ASU 2016-13, Financial Instruments-Credit Losses. The standard requires a financial asset (including trade receivables) measured at amortized cost basis to be presented at the net amount expected to be collected. Thus, the income statement will reflect the measurement of credit losses for newly recognized financial assets as well as the expected increases or decreases of expected credit losses that have taken place during the period. This standard will be effective for the calendar year ending December 31, 2021. The Company is currently in the process of evaluating the impact of adoption of this ASU on the consolidated financial statements.

#### NOTE 03: ACQUISITION AND FACILITY OPERATIONS

#### Acquisition

Throughout the year ended December 31, 2019 the Company, through its subsidiaries, acquired certain operating assets of various previously existing companies, primarily property, plant and equipment, that provide water treatment and sewer collection and treatment services in various counties throughout Missouri, Arkansas, Kentucky and Louisiana for total cash considerations of \$7,159,581. No liabilities were assumed at acquisition. Management has determined that the cash consideration approximates the net realizable value of the assets acquired, which is indicative of the fair value.

During the period ended December 31, 2018, the Company, through its subsidiaries, acquired certain operating assets of previously existing companies, primarily property, plant and equipment that provides sewer collection and treatment services, and water supply and distribution services, in various counties throughout Missouri and Arkansas. Total cash consideration for purchases through November 18, 2018 was \$919,057 and from November 19 through December 31, 2018 was \$3,804. No liabilities were assumed at acquisition. Management has determined that the cash consideration approximates the net realizable value of the assets acquired, which is indicative of the fair value.

#### Facility Operations

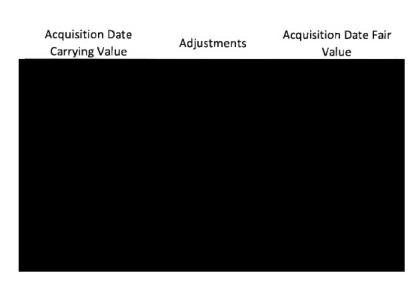
Throughout the year ended December 31, 2018, the Company, through its subsidiaries, began or continued operations at various water supply and wastewater collection treatment facilities located in various counties in Missouri. During this period, the Company held or reached various agreements to acquire certain operating assets of these facilities for a total of \$572,218. The Company received regulatory approval on February 14, 2019 to complete these acquisitions and as of December 31, 2019 all acquisitions had been completed. Prior to completion of the acquisitions, the Company paid monthly operating fees totaling \$32,360 for some of these facilities.

#### NOTE 04: ACQUISITION OF CSWR

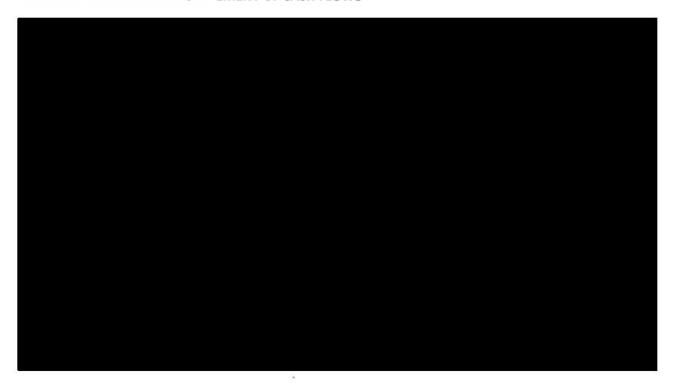
#### NOTE 04: ACQUISITION OF CSWR (continued)



Cash
Accounts Receivable
Other current assets
Property, Plant and Equipment
Other long-term assets
Certificate of Convenience and Necessity
Trade Name
Accounts payable and accrued liabilities
Notes Payable
Contributions in Aid of Construction
Goodwill



#### NOTE 05: CONSOLIDATED STATEMENT OF CASH FLOWS

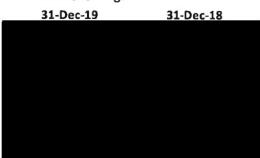


#### NOTE 06: PROPERTY, PLANT AND EQUIPMENT



Major classes of property, plant and equipment consist of the following:

Utility Plant in Service – Sewer
Utility Plant in Service – Water
Furniture, Fixtures & Office Equipment
Less Accumulated Depreciation
In Service Property, Plant & Equipment - Net
Construction Work in Progress
Property, Plant & Equipment – Net



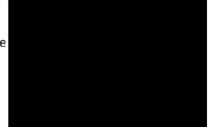


#### NOTE 07: CONSTRUCTION NOTES PAYABLE



#### NOTE 07: CONSTRUCTION NOTES PAYABLE (continued)

Notes Payable balance, including accrued interest and origination fee Unamortized deferred financing costs
Current portion of notes payable
Notes Payable, net of current portion



Future maturities of notes payable are as follows:

Year ending December 31,





**Deferred Financing Costs** 

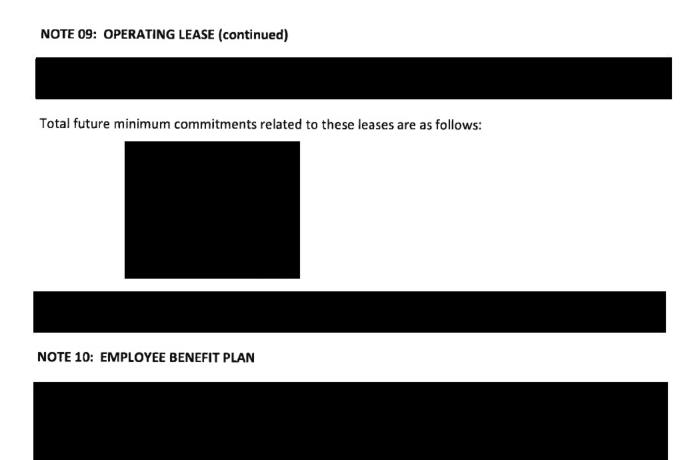


NOTE 08: RELATED PARTY TRANSACTIONS

The Company has construction notes payable to a related party as disclosed in Note 7.

NOTE 09: OPERATING LEASE





**NOTE 11: COMMITMENTS AND CONTINGENCIES** 

The Company is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of the Company's management, the probable resolution of such contingencies will not have a material adverse effect on the financial position or results of operations of the Company.

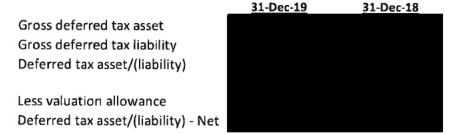
NOTE 12: INCOME TAXES AND LOSS CARRYFORWARD



#### NOTE 12: INCOME TAXES AND LOSS CARRYFORWARD (continued)

temporary differences include the future tax benefits of operating loss carryforwards recognized for financial reporting purposes.

The net deferred tax asset consists of the following components as of December 31, 2019 and 2018:





#### **NOTE 13: RECLASSIFICATIONS**

Certain reclassifications have been made to the prior year consolidated financial statements to conform to the current year presentation. Total assets, total liabilities, and net loss were not affected.

#### **NOTE 14: SUBSEQUENT EVENTS**

Subsequent to year end, the Company paid approximately \$28,174,092 to acquire certain operating assets, primarily property, plant and equipment, that provides water supply and distribution services, and sewer collection and treatment services in Louisiana. The assets acquired are expected to approximate the amount paid.

Management has evaluated subsequent events through the accompanying date of the independent auditors report, which is the date these consolidated financial statements were available to be issued.

On March 11, 2020 the World Health Organization characterized the novel COVID-19 coronavirus as a global pandemic and its spread is altering the behavior of businesses and people throughout the United States. The continued spread of the coronavirus may adversely impact the local, regional and national economies. The extent to which the coronavirus impacts the Company's results will depend on future developments, which are highly uncertain and cannot be predicted. The impact is highly dependent on the breadth and duration of the outbreak and could be affected by other factors that cannot currently be predicted. Accordingly, management cannot presently estimate the overall operational and financial impact to the Company, but such an impact could have a material adverse effect on the financial condition of the Company.