

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

THE ELECTRONIC APPLICATION OF BLUEGRASS)	
WATER UTILITY OPERATING COMPANY, LLC)	Case No.
FOR AN ADJUSTMENT OF RATES AND APPROVAL)	2020-00290
OF CONSTRUCTION)	

Joint Intervenors' Post-Hearing Data Requests

Come now The Homestead Home Owners Association, Inc. (“Homestead”), Longview Homeowners Association, Inc. (“Longview”), The Deer Run Estates Homeowners Association, Inc. (“Deer Run”), Arcadia Pines Sewer Association, Inc. (“Arcadia”), Carriage Park Neighborhood Association, Inc. (“Carriage Park”), Marshall Ridge Sewer Association, Inc. (“Marshall Ridge”) and Randview Septic Corporation (“Randview”) (collectively, “Joint Intervenors”), by counsel, pursuant to the Commission’s May 20, 2021 Post-Hearing Procedural Order, and other applicable law, and do hereby tender their Post-hearing Data Requests to Bluegrass Water Utility Operating Company, LLC, to be answered on or before May 31, 2021.

This 21st day of May, 2021.

Respectfully submitted,



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CERTIFICATE OF SERVICE

This will certify that the foregoing document was filed via the Commission's electronic filing system today. The undersigned hereby certifies that the electronic filing is a true and accurate copy of the documents being filed in paper medium; the electronic filing was transmitted to the Commission on May 21, 2021; there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; paper copies of this information will be hand-delivered to the Commission within thirty (30) days of the lifting of the present State of Emergency relating to the COVID-19 pandemic.

A handwritten signature in blue ink, reading "David A. Sepl", is written over a horizontal line.

Counsel for Joint Intervenors

JOINT INTERVENORS' POST-HEARING DATA REQUESTS

I. DEFINITIONS AND INSTRUCTIONS

1. With respect to each discovery request, all information is to be divulged that is within the knowledge, possession or control of the parties to whom it is addressed, including their agents, employees, advisors, consultants, attorneys and/or investigators.

2. Please identify the witness(es) who will be prepared to answer questions concerning each request.

3. These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.

4. All answers must be separately and fully stated in writing under oath.

5. Where a data request calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.

6. For purpose of these discovery requests, the following terms shall have meanings set forth below:

- (a) As used herein, "document," "documentation" and/or "record," whether stated as the singular or the plural, means any course of binders, book, pamphlet, periodical, letter, correspondence, memoranda, including but not limited to, any memorandum or report of a meeting or telephone or other conversation, invoice, account, credit memo, debit memo, financial statement, general ledger, ledger, journal, work papers, account work papers, report, diary, telegram, record, contract, agreement, study, draft, telex, handwritten or other note, sketch, picture, photograph, plan, chart,

paper, graph, index, tape, data processing card, data processing disc, data cells or sheet, check acceptance draft, e-mail, studies, analyses, contracts, estimates, summaries, statistical statements, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, trade letters, comparisons, brochures, pamphlets, circulars, bulletins, notices, forecasts, electronic communication, printouts, all other data compilations from which information can be obtained (translated if necessary by defendants into usable form), any preliminary versions, drafts or revisions of any of the foregoing, and/or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced and regardless of origin or location, in the possession, custody and/or control of the defendant and/or their agents, accountants, employees, representatives and/or attorneys. "Document" and "record" also mean all copies of documents by whatever means made, if the copy bears any other markings or notations not found on the original.

- (b) The terms "relating to," "referring to," "referred to," "pertaining to," "pertained to" and "relates to" means referring to, reporting, embodying, establishing, evidencing, comprising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting and/or constituting and/or in any way involving.
- (c) The terms "and," "or," and "and/or" within the meaning of this document shall include each other and shall be both inclusive and disjunctive and shall

be construed to require production of all documents, as above-described, in the broadest possible fashion and manner.

- (d) The terms “Bluegrass Water” and “Company” shall mean the Bluegrass Water Utility Operating Company, LLC, and shall include, but is not limited to, each and every agent, employee, servant, advisor, consultant, insurer and/or attorney of Company. The term “you” shall be deemed to refer to Bluegrass Water and the Company.
- (e) The term “Commission” shall mean the Kentucky Public Service Commission.
- (f) The term “Joint Intervenors” shall mean the parties identified above as Joint Intervenors and shall include each of their employees, agents, officers, directors and representatives.
- (g) To “identify” shall mean:
 - (1) With respect to a document, to state its date, its author, its type (for example, letter, memorandum, chart, photograph, sound reproduction, etc.), its subject matter, its present location, and the name of its present custodian. The document may be produced in lieu of supplying the foregoing information. For each document which contains information as privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.

- (2) With regard to a natural person, to state his or her full name, last known employer or business affiliation, title and last known home address.
- (3) With regard to a person other than a natural person, state the title of that person, any trade name, or corporate name or partnership name used by that person, and the principal business address of that person.
- (h) To “produce” or to “identify and produce,” shall mean that Company shall produce each document or other requested tangible thing. For each tangible thing which Company contends is privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
- (i) The terms “Party or Parties” shall mean any organization, person, corporation, entity, etc., which intervened in the above-captioned proceeding and shall further include the Commission Staff.

II. REQUESTS FOR INFORMATION

1. Please provide the total number of customer complaints from Bluegrass Water customers that have been elevated for review and/or resolution by CWSR, LLC (“CSWR”) personnel for each of the following years: 2019, 2020 and 2021.
2. Please state when Bluegrass Water anticipates filing its next application for an adjustment of base rates.
3. Please provide a five-year capital budget for each system now owned by Bluegrass Water covering the years 2020, 2021, 2022, 2023 and 2024.
4. Please state whether the application for an adjustment of base rates identified in Request No. 2 is anticipated to include more systems than are currently owned by Bluegrass Water. If so, please provide an estimate as to:
 - a. The anticipated total number of new billing accounts; and
 - b. The anticipated total of additional utility plant in service.
5. Taking into account the exclusion of the systems for which authorization to acquire them was obtained in Case No. 2020-00297, please provide an updated schedule showing Bluegrass Water’s calculated forecasted test year (“FTY”):
 - a. Revenue;
 - b. Revenue deficiency; and
 - c. Revenue requirement.
6. Please provide the written criteria or policy by which bonuses are awarded to CSWR, LLC officers and employees.

7. Please refer to the Company's response to AG-DR-02-012 and provide the written criteria or policy by which the discretionary component of the 401(k) contribution is awarded to a CSWR, LLC officer or employee.

8. Please provide any and all documentation arising from or relating to any and all communications Bluegrass Water has had with regard to approaching existing water or wastewater providers in Kentucky to ascertain whether the provider(s) would be willing to provide O&M services for any or all of Bluegrass's systems.

9. Please identify which systems now owned by Bluegrass Water currently have another wastewater service provider located within one mile of Bluegrass Water's facilities.

10. Please provide an updated schedule showing CSWR, LLC overhead allocations to Bluegrass Water with all business development expenses excluded, including, without limitation, the office space, workers compensation insurance, IT expense, etc. attributed to the business development function.

11. Please provide an updated schedule showing the calculation of the "Massachusetts Formula" for CSWR, LLC for the period ending March 31, 2021.

12. Please provide a schedule showing each system now owned by Bluegrass Water:
- a) the original rate base associated with the system as of the date of its acquisition;
 - b) the actual rate base associated with the system as of March 31, 2021; and
 - c) the estimated rate base associated with the system as of the end of the forecasted test year.

13. Please provide an itemization of all work provided by Elasticity, LLC directly to Bluegrass Water during the base period and, if the work resulted in the creation or production of

a tangible product (i.e. brochure, letter, etc.) or digital asset (i.e. a Facebook post), please provide a copy of same.

14. Please provide all analysis and reports documenting either CSWR, LLC or Bluegrass Water's conclusion that hiring contractors to perform O&M tasks is less expensive than hiring employees.

15. Please provide a copy of all communications with the Kentucky Division of Water regarding the negotiation of Agreed Orders for each system currently owned by Bluegrass Water.