

**Scott County, Kentucky  
KY PSC Case No. 2022-00432  
Response to Bluegrass Water Utility Operating Company, LLC**

Exhibit 4b

## **CONTRACT FOR CONSULTING AND EXPERT WITNESS SERVICES**

1. This Contract is made and entered into this 18th day of May, 2023, by and between Clear Water Consulting LLC (Ariel Miller – Principal), 403 Lexington Ave, Johnstown, PA 15902 (hereinafter “Expert”); Scott County, Kentucky (through the Scott County Judge/Executive and the Scott County Fiscal Court), ATTN: Joe Pat Covington, Judge/Executive, 101 East Main Street, #210, Georgetown, KY 40324 (hereinafter “Client”); and Strobo Barkley PLLC, 730 West Main Street, Suite 202, Louisville, KY 40202 (hereinafter “Attorney” or “Firm”).
2. The purpose of the engagement is for consulting and expert witness services by Expert on behalf of Client in Kentucky Public Service Commission (hereinafter “KY PSC”) Case No. 2022-00432, In the Matter of: Electronic Application of Bluegrass Water Utility Operating Company, LLC for an Adjustment of Sewage Rates (hereinafter “Case No. 2022-00432”).
3. The parties agree that the fee for all time Expert spends on the case shall be compensated at \$125.00/hour for all tasks with a mileage rate of \$0.655/mile. It is agreed upon that Expert’s tasks may include, among other things, review of the record, drafting data requests, preparing pre-filed testimony relating to cost of service and rate design issues relating to Bluegrass Water Utility Operating Company, LLC (hereinafter “Bluegrass Water”) operations within Scott County, Kentucky, responding to data requests, attending hearings and testifying before the KY PSC at its offices in Frankfort, Kentucky, and assisting with post-hearing briefing. Expert’s time will be tracked and invoiced (with sufficient detail) to the nearest 1/10 of an hour (six minute intervals).
4. Notwithstanding any other provisions of this Contract, the parties expressly understand and covenant that Expert is being retained by Client and that all fees and expenses incurred by Expert pursuant to this Contract shall be paid solely by Client. The parties further understand and covenant that Attorney shall have no obligation, whatsoever, to pay any portion of Expert’s fees or expenses, all such amounts being the sole responsibility of Client. Although Expert will take directions from and coordinate with Attorney, the parties understand that Attorney is acting solely as the agent for Client and that Client has the sole obligation to make payments to Expert. Expert hereby releases, discharges, and waives any claims that Expert now has or may have in the future against Attorney for any liability for any fees or expenses incurred under or relating to this Contract. Nothing herein shall release, discharge, or waive Client’s obligation to pay Expert for all fees or expenses described by and incurred under this Contract.
5. All payments shall be made to Clear Water Consulting LLC, and Expert agrees to complete the necessary tax forms required by Client to make such payments. Expert shall send all invoices simultaneously to Client and Attorney for review and approval, although nothing in this section changes the payment obligations set

forth in Paragraph 4. All invoices shall be processed and paid by Client within thirty (30) days of receipt. Interest shall accrue to any delinquent balance as permitted by law. If a bill remains unpaid after sixty (60) days, Expert shall have the right to resign from performing additional services for Client.

6. Client shall make all payments described in this Contract. Client shall provide Expert with all forms necessary for Expert to bill client and all tax statements and information required by Expert concerning services under this Contract.
7. The Client may terminate this Contract for any reason upon reasonable notice. Following termination, Expert will submit a final invoice for services rendered and costs incurred.
8. Expert is an independent contractor and not an employee of Client or Attorney. It is expressly understood that this undertaking is not a joint venture.
9. Expert will observe normal business practices regarding the protection, proper use, and disposition of confidential information and work-product including requirements of any protective order executed by Expert for access to protected information.
10. This Contract shall be construed in accordance with and governed by the laws of the Commonwealth of Kentucky.
11. This Contract may be executed in multiple parts and is effective upon acceptance by each party.
12. The terms set forth in this Contract constitute the entire agreement. Any modification of the Contract must be made in writing and agreed to by all parties.

In Witness Whereof,



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Randal A. Strobo  
Strobo Barkley PLLC  
Partner  
Attorney



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Ariel Miller  
Clear Water Consulting LLC  
Principal  
Expert

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Scott County, Kentucky

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Title  
Client

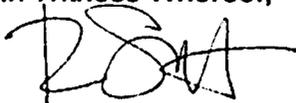
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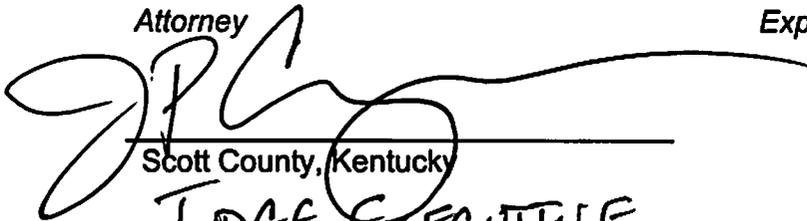
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\_\_\_\_\_  
Randal A. Strobo  
Strobo Barkley PLLC  
Partner  
Attorney

\_\_\_\_\_  
Ariel Miller  
Clear Water Consulting LLC  
Principal  
Expert



\_\_\_\_\_  
Scott County, Kentucky  
JUDGE EXECUTIVE

\_\_\_\_\_  
Title  
Client