

**COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

ELECTRONIC JOINT APPLICATION OF)	
BLUEGRASS WATER UTILITY OPERATING)	
COMPANY, LLC FOR APPROVAL OF ACQUISITION)	
AND TRANSFER OF OWNERSHIP AND)	Case No.
CONTROL OF ASSETS OF MAGRUDER VILLAGE)	2023-00218
WATER COMPANY)	

**VERIFIED JOINT APPLICATION FOR APPROVAL OF
ACQUISITION AND TRANSFER OF OWNERSHIP AND CONTROL OF
WASTEWATER SYSTEM’S FACILITIES**

Applicant, Bluegrass Water Utility Operating Company, LLC, (“Bluegrass Water”) seeks approval from the Kentucky Public Service Commission (the “Commission”) of a transaction involving the acquisition and transfer of ownership and control of a non-jurisdictional wastewater system located within the Commonwealth.

The wastewater system, owned and operated by Joint Applicant Magruder Village Water Company, (“Magruder Village” or “Transferring Entity”), is not a jurisdictional utility and is not regulated by the Commission.

Upon Commission approval and completion of the proposed transaction, Bluegrass Water will provide continuing service to the non-jurisdictional system’s customers at the same rates currently charged to them by their system operator, and under all other general terms and conditions of Bluegrass Water’s tariff.

Following an identification of the parties and a description of the proposed acquisition, this application sequentially addresses the legal standards for the acquisition of the non-jurisdictional, Magruder Village system.

I. PARTIES

A. Acquirer: Bluegrass Water

1. Bluegrass Water’s full name is Bluegrass Water Utility Operating Company, LLC. Its mailing address is 1630 Des Peres Road, Suite 140, St. Louis, Missouri 63131. Its email address for purposes of this proceeding is regulatory@cswrgroup.com.

2. Bluegrass Water is a limited liability company, which was organized under Kentucky law on March 21, 2019. It is currently in good standing with the Kentucky Secretary of State.

3. Bluegrass Water is a member-managed company. Its Manager is Central States Water Resources, Inc., (“Central States”) which is an affiliate entity incorporated under Missouri law.

4. As reflected on the attached Corporate Entity Organizational Chart (*see* Exhibit 1), Bluegrass Water’s sole member is Bluegrass Water Utility Holdings Company, LLC, whose sole member is Kentucky Central States Water Resources, LLC, which are organized under Kentucky law. The sole member of Kentucky Central States Water Resources, LLC is CSWR, LLC (“CSWR”), a Missouri limited liability company.

5. Bluegrass Water provides water and wastewater services in communities across the Commonwealth. It owns and operates wastewater utilities in Bullitt, Campbell, Franklin, Garrard, Graves, Hardin, Jessamine, Madison, Marshall, McCracken, Oldham, Scott, and Shelby counties and a water utility in Calloway County.

6. Bluegrass Water currently serves 3,588 total water and wastewater customers in Kentucky.

7. Bluegrass Water now seeks to acquire the wastewater assets of Magruder Village. Bluegrass Water will thereafter provide continuity of service to the customers of Magruder Village under the jurisdiction of the Commission.

B. Non-Utility System to be Acquired¹

8. Magruder Village Water Company is a Kentucky corporation organized on April 26, 1950. Its principal office is located at 4625 Magruder Village, Kevil, Kentucky 42053. It is currently in good standing with the Kentucky Secretary of State.

9. The Magruder Village wastewater treatment facility is located at 4625 Magruder Village, Kevil, Kentucky 42053, in McCracken County, Kentucky. It services 20 single-family residences. It operates under NPDES Permit No. KY0083577 and Agency Identification Number 3050. A copy of the Magruder Village Discharge Permit is attached hereto as Exhibit 2.

10. Magruder Village is not a utility subject to the Commission's jurisdiction.

11. Magruder Village's current monthly charges for residential service are \$35 per residence.

12. Magruder Village's existing facility serves a 20-home subdivision within a 50-acre service area. The existing facility has a design capacity of 7,500 gallons per day with an average daily flow of 8,600 gallons per day. The system consists of a package extended aeration activated sludge treatment facility. A copy of the third-party engineering analysis describing this system is provided in CONFIDENTIAL Exhibit 3².

II. THE PROPOSED ACQUISITION

¹ The owners/operator of Magruder Village are not jurisdictional utilities.

² The publicly-filed copy of the third-party engineering report is redacted. A contemporaneously filed Motion for Confidential Treatment seeks protection of the confidential information contained within the report.

A. The Agreement for Sale of Utility System

13. As part of its ongoing efforts to integrate its Kentucky facilities and to thereby bring operational improvements, economies of scale, and other efficiencies to its Kentucky customers, Central States has entered into the *Agreement for Sale of Utility System* (“APA”) for the purchase of the Magruder Village wastewater system, which is attached hereto as CONFIDENTIAL Exhibit 4.³

14. The APA designates the buyer as Central States or its assign and provides that, at the Closing, the Transferring Entity shall deliver to Central States or Central States’ designated affiliate and/or assign such deeds, bills of sale, endorsements, assignments and other sufficient instruments of transfer and conveyance as shall be effective to vest Central States or its assigns with title to Magruder Village’s wastewater assets.

15. Central States has designated Bluegrass Water, its affiliate, as the buyer.

16. The APA provides for the sale of all of the assets owned by Magruder Village in connection with its operation of its wastewater system in McCracken County, Kentucky. The sale includes the land, improvements thereon, easements, rights of way, permits, and leases, and other real property interests used or useful for operation of a sewer system.

17. The APA provides for Central States, or its assigns, to become responsible at the Closing for all obligations in connection with the property going forward, excepting responsibility for any liabilities and/or obligations of the transferring entity in connection with the property that existed prior to the date of the Closing.

³ The publicly-filed copy of the APA is redacted. A contemporaneously filed Motion for Confidential Treatment seeks protection of the confidential information contained within them.

18. The sale of assets pursuant to the terms specified in the APA promotes the public interest generally, as well as the interests of each of Magruder Village's respective customers, specifically. To that end, Bluegrass Water will provide continuity of rates and service to the current customers of Magruder Village. Bluegrass Water will work to make necessary improvements, to seek appropriate approvals for such improvements as necessary, and to improve the quality of service, as needed, and in furtherance of its ongoing efforts to bring operational improvements, economies of scale, and other efficiencies to its Kentucky customers.

19. As part of its due diligence related to the APA, a third-party engineering firm conducted a site visit to the wastewater system to be acquired, preliminarily identified potential and existing problems, and outlined a plan for improvements. A redacted copy of the engineering report is provided as CONFIDENTIAL Exhibit 3.

20. For this transaction, CSWR has been funding, and will continue to fund, pre-Closing costs for Bluegrass Water, including due diligence work relating to the Transferring Entity and compliance efforts.

B. The Closing

21. Bluegrass Water's acquisition of Magruder Village's assets will be initially funded with equity capital from its affiliate CSWR. This funding involves neither the issuance by Bluegrass Water of securities or evidences of indebtedness, nor the assumption by Bluegrass Water of any obligation or liability in respect to the securities or evidences of indebtedness of any other person.

22. The pre-Closing costs to be funded by CWSR are attached as Exhibit 5. CWSR's consolidated balance sheet and income statement for the years ended December 31, 2021, through 2022 are attached as CONFIDENTIAL Exhibit 6.⁴

23. The Transferring Entity's wastewater system requires various improvements and repairs, as indicated in CONFIDENTIAL Exhibit 3. While the identified diagnostic tests, repairs, and improvements will take place post-Closing (and CPCNs will be sought, as appropriate), Bluegrass Water and the Transferring Entity have begun the process of working through these issues to prepare the wastewater utility system for operations post-Closing.

C. Post-Closing

24. From and following the Closing of the acquisition from the Transferring Entity, Bluegrass Water will assume responsibility for the operation of the wastewater utility system to ensure continuity of service to the existing customers of the Transferring Entity.

25. Following the Closing, Bluegrass Water will revise its tariff to include the Magruder Village system and reflect that current rates for its customers shall remain unchanged. Customers served by the Magruder Village system would otherwise be transitioned to all other general terms and conditions of Bluegrass Water's tariff.

26. These revisions would be effective simultaneously with the Closing on the wastewater system so that there will be no gap in service or tariff coverage for the affected customers. In order to ensure consistency with the requirements of KRS 278.180, the effective date of these tariff revisions would be no earlier than the 31st day after the issuance of a final order on this Application.

⁴ The publicly-filed copy of CWSR, LLC's balance sheet and income statement is redacted. A contemporaneously filed Motion for Confidential Treatment seeks protection of the confidential information contained within CWSR, LLC's balance sheet and income statement.

27. These revisions would not affect Bluegrass Water’s existing customers’ rates or other terms of service, and therefore no notice to them is required.⁵ It is anticipated that Bluegrass Water will include Magruder Village’s service area in any future application for a general rate adjustment.

28. As with Bluegrass Water’s other systems, the acquired wastewater system will be operated by a qualified, experienced, third-party operations and maintenance firm (“O&M”) firm engaged by Bluegrass Water. Currently, it is anticipated that Clearwater Solutions, will be the entity to provide O&M service for the acquired wastewater system, at least until the conclusion of the next vendor bidding process, which is scheduled to occur in the first half of 2024. Clearwater Solutions currently provides O&M service for Bluegrass Water’s other Kentucky systems, and its continued use as O&M provider for Bluegrass Water will serve to further integrate Bluegrass Water’s Kentucky facilities and provide efficiencies to Bluegrass Water’s Kentucky customers. This O&M firm has knowledgeable and experienced personnel who carry the necessary state licenses, and it also has adequate insurance coverage necessary to manage the daily operations of the system. In addition to fulfilling its service obligations during normal business hours, the O&M provider is required to have a 24-hour emergency service line to which customers may report any service disruption. Notice of service disruption calls would be forwarded to Josiah Cox, the President of Central States.

29. As with Bluegrass Water’s other systems, a qualified, experienced, third-party firm will handle service- and billing-related questions for the acquired system. Bluegrass Water presently uses Nitor Billing Services, LLC (“Nitor”) to provide this function, while CSWR

⁵ 807 KAR 5:011 §8 requires that notice be provided “if a charge, fee, condition of service, or rule regarding the provision of service is changed, revised, or initiated and the change will affect the amount that a customer pays for service or the quality, delivery, or rendering of a customer’s service.”

provides billing services to Bluegrass Water. Nitor has a Bluegrass Water-specific customer service email account to handle customer inquiries and other interactions. The customer service representatives are to be available during normal business hours, and to take messages 24 hours a day. In addition, all electronic or paper correspondence is recorded and logged to the respective customer's account to ensure the highest level of service. Bluegrass Water also has in place an online billing system to receive credit card and e-check payments from customers.

30. Bluegrass Water will further maintain a toll-free phone number and a website that contains: (i) a summary of customers' rights, tariffs, or links to the tariffs, for each affected system; (ii) contact information for emergencies during regular and after-hours to report service issues links to any tariffs filed in the future with the Commission; (iii) and links to Bluegrass Water's systems maps on the Kentucky Infrastructure Authority Wastewater Mapping website.

31. Bluegrass Water has also implemented a computerized maintenance management system for its utility assets, including functions that provide up-to-date website bulletins about current service status, and service initiation/discontinuance procedures.

32. Consequently, current customers of the Magruder Village system will receive a quality of service equal to or better than that currently being provided by the Transferring Entity.

33. While day-to-day operations, billing, and customer service functions would be provided by third-party contractors, all management, financial reporting, Commission and environmental regulatory reporting and management, record keeping, and final customer dispute management would be performed by personnel at CSWR's corporate office. Proportional costs for those services will be allocated to Bluegrass Water as a single integrated utility. The same CSWR personnel responsible for existing systems' operations will also provide oversight of the system to be acquired.

34. Bluegrass Water will also begin working to fund and implement plans to perform the repair and improvement work needed on the acquired system (as further identified in the Engineering Report (CONFIDENTIAL Exhibit 3)). Although specific repair and improvement plans have not, at this time, been finalized, Bluegrass Water anticipates funding this work through a combination of debt and equity financing, recognizing the Commission's expressed views regarding an appropriate debt-to-capitalization percentage.⁶

35. From a financial perspective, Bluegrass Water will continue to track expenses, revenues, and assets on a per-system basis. Bluegrass Water anticipates that, as in its previous acquisition cases, it will file its post-closing accounting entries in accordance with the Uniform System of Accounts, within 30 days of the Closing of the transaction.

36. Ultimately, Bluegrass Water anticipates that this acquisition will bolster its ongoing efforts to bring operational improvements, economies of scale, and other efficiencies to its Kentucky customers. Bluegrass Water will seek to consolidate the Magruder Village system with other systems it has already acquired in order to pool financial, managerial, and technical resources that achieve economies of scale and efficiencies of service.

37. Through CSWR and Central States, Bluegrass Water has access to experienced technical and managerial expertise and experience not usually available to water and wastewater utility systems of the size being acquired. Furthermore, CSWR's business model makes these assets available to its affiliates at a lower cost than otherwise would be available on a stand-alone basis. Moreover, aggregation of this system with Bluegrass Water's other existing systems creates opportunities to develop additional economies of scale and scope in one Kentucky-focused

⁶ See *In the Matter of Electronic Proposed Acquisition by Bluegrass Water Utility Operating Company, LLC*, et al., Case No. 2019-00104, Aug. 14, 2019 Order at 18. Moreover, Bluegrass Water acknowledges that any such financing may be subject to prior regulatory approval, and it will make any such required applications once appropriate financing plans are determined and any necessary certificates of public convenience and necessity are obtained.

operating company that is part of a corporate family possessing substantial experience and expertise in the safe, effective, and efficient operation of wastewater systems. With the Commission’s regulatory support, these advantages will allow Bluegrass Water to integrate the acquired system so that regulatory and technical standards are met on a uniform basis across the Commonwealth, with customers served under a unified tariff.

III. BLUEGRASS WATER REQUESTS APPROVAL OF THE ACQUISITION AND TRANSFER OF OWNERSHIP AND CONTROL OF THE MAGRUDER VILLAGE WASTEWATER SYSTEM PURSUANT TO KRS § 278.020(1)(a), § 278.030

38. Bluegrass Water seeks, pursuant to KRS § 278.020(1)(a) and KRS § 278.030, an order from the Commission granting approval of the acquisition of the non-jurisdictional wastewater system operated by Magruder Village.

39. In its Final Order *In the Matter of Electronic Proposed Acquisition by Bluegrass Water Utility Operating Company, LLC of Wastewater System Facilities and Subsequent Tariffed Service to Users Presently Served by Those Facilities*, Case No. 2020-00028, the Commission acknowledged that it had:

[P]reviously determined that a jurisdictional utility’s acquisition of a non-jurisdictional utility does not require Commission approval. For example, in Case No. 2005-00206, the Commission found that Kentucky-American Water Company’s (Kentucky-American) acquisition of a municipal water utility did not require Commission approval because the municipal’s facilities were not a utility as defined under KRS 278.010. We, however, part ways with this precedent as discussed below.

KRS 278.020(1)(a) provides, in part, that, “[n]o person, partnership, public or private corporation, or combination thereof shall commence providing utility service to or for the public. . . until that person has obtained from the Public Service Commission a certificate that public convenience and necessity require the service or construction.”

...

Requiring approval under KRS 278.020(1)(a) ensures that the Commission discharges its statutory duty to ensure that the acquiring utility’s ability to

provide adequate service at fair, just, and reasonable rates is not impaired. .
. Insofar as the acquisition of a non-utility's system may impact a jurisdictional utility's ability to provide adequate and reasonable service, either to customers of the system to be acquired or to the customers of the acquiring utility, it follows that the Commission has such authority to prevent such an acquisition and its approval for such an acquisition is required. The Commission finds that the plain reading of KRS 278.020 supports and requires such a determination.

(June 19, 2020, Final Order, Case No. 2020-00028).

40. Magruder Village is not a jurisdictional utility as defined in KRS § 278.010, but upon approval of the proposed acquisition, Bluegrass Water proposes to assume ownership and control of the Magruder Village wastewater system and proposes to provide jurisdictional utility service at those locations “to or for the public.”

41. The final order in Case No. 2020-00028 further established that when a jurisdictional utility seeks to acquire a previously non-jurisdictional system, the Commission must approve initial tariffed rates that are “fair, just and reasonable rates for the services rendered or to be rendered by it to any person,” meeting the KRS § 278.030(1) standard.

42. The proposed acquisitions and transfer of ownership and control will occur, subject to the approval of the Commission and other regulatory agencies, under the terms of the accompanying APA. As previously noted, a redacted copy of the APA is attached hereto as CONFIDENTIAL Exhibit 4.

43. The proposed acquisition satisfies the requirements of KRS § 278.020(1)(a) and KRS § 278.030. For the reasons set forth in this Application, Bluegrass Water's ability to provide adequate service at fair, just, and reasonable rates to customers of Magruder Village, as well as its existing customers, will not be impacted by these proposed acquisitions.

A. Bluegrass Water's Acquisition of the Magruder Village System Will Not Impair its Ability to Provide Reasonable and Adequate Service to its New and

Existing Customers Throughout Kentucky; It Should Therefore Be Granted a Certificate of Public Convenience and Necessity.

44. Magruder Village is not a utility within the meaning of the statute, and thus, does not provide utility service as defined in KRS § 278.010. However, after approval and upon closing of the proposed transactions, Bluegrass Water will be providing wastewater utility service “for the public, for compensation,” in the Magruder Village service area. Based on the Commission’s previous rulings, this constitutes a situation in which Bluegrass Water will “commence providing utility service to or for the public” in the Magruder Village service area, necessitating a KRS § 278.020(1)(a) CPCN.

45. Under KRS 278.020(1)(a), the Commission shall grant an applicant a certificate to “commence providing utility service to or for the public” if public convenience and necessity require the service. In its final order entered on June 19, 2020, in Case No. 2020-00028, the Commission applied this standard to a utility’s acquisition of non-jurisdictional facilities and subsequent service to the existing customers. In doing so, it required an applicant to show that its commencement of service to those persons will not impair its ability to provide reasonable and adequate service to either the new customers or its current customers.

46. Here, public convenience and necessity for the service is evident from the continuing demand and need for the service, shown by the past and continuing use of the Magruder Village sewer-service facility. Even so, and as previously noted, Bluegrass Water’s investigation of the existing systems has revealed that certain repairs and improvement are appropriate; it has identified concrete plans to address those issues;⁷ and it possesses the financial wherewithal to implement these plans successfully.

⁷ See CONFIDENTIAL Exhibit 3.

47. Bluegrass Water's ability to provide reasonable and adequate service to new and existing customers stems from and is supported by its affiliation with Central States, CSWR, and Bluegrass Water's other operating utility affiliates. The experience and expertise the affiliate group currently provides to systems in Kentucky and other states, and that it would bring to the acquired system, is not usually available to small systems like Magruder Village.

48. Additionally, Bluegrass Water has the financial capability necessary to acquire, own, and operate the Magruder Village System. It has access, through CSWR, to equity financing for the proposed acquisitions and ongoing operational needs of the Magruder Village System. It is also continuing to explore opportunities for additional debt financing that will augment the equity capital already available to it. The planned transaction will not negatively affect Bluegrass Water's ongoing work to adjust its capital structure closer to the Commission's stated goal of a 50-50 debt-equity ratio.

49. CSWR has also provided the Commission with a Guaranty of up to \$175,000 in maximum aggregate liability relating to two months of Bluegrass Water's obligation to its third-party contractors relating to its Kentucky sewer systems. . A copy of the Guaranty, is attached as Exhibit 7.

50. CSWR's consolidated balance sheet and income statement for the years ended December 31, 2021, through 2022 is attached to this Application as CONFIDENTIAL Exhibit 6.

51. Furthermore, as demonstrated by the success of Bluegrass Water's operating affiliates in Kentucky, Missouri, Mississippi, Louisiana, Texas, Tennessee, Florida, North Carolina, South Carolina, Arizona, and Arkansas, and as Bluegrass Water continues to demonstrate following the closing of the transactions approved in Case Nos. 2019-00104, 2019-00360, 2020-00028, and 2020-00297, access to the affiliate group's technical resources has

improved the quality of service to its Kentucky customers and is bringing much needed repairs and operational improvements to its existing Kentucky systems. If the Commission grants approval of the proposed acquisition and transfer, Bluegrass Water will – while ensuring continuity of service – bring the same types of benefits to the acquired system and its affected customers.

52. The Commission has also previously found in prior acquisition cases that Bluegrass Water has sufficient financial ability to acquire, operate, and provide reasonable service to a small system like Magruder Village. That remains true.

53. If the Commission grants approval of the proposed acquisition, the same types of benefits obtained in the previous acquisition approvals would be brought to Magruder Village and its customers. Service will be successfully transitioned to Bluegrass Water, in compliance with Commission conditions and consistent with those imposed in connection with Bluegrass Water's prior acquisition applications. The transaction and assimilation of the system into the Bluegrass Water family will also result in no interruption or impairment of service to Bluegrass Water's existing customers.

54. Bluegrass Water will continue to engage qualified third-party firms to provide O&M service and customer service support, while Bluegrass Water maintains effective oversight of these firms and functions by leveraging CSWR personnel.

55. Aggregation of the assets and operations of the system with others in one Kentucky-focused operating company that has affiliates with substantial experience and expertise in operating small wastewater systems is also likely lead to the creation of economies of scale and scope that can sustain and improve existing service to existing and new customers, alike.

56. It is therefore in the public interest, generally, and in the interest of Magruder Village’s current and future customers, specifically, that this system be acquired by Bluegrass Water.

B. Bluegrass Water’s Proposed Tariffed Rates for Post-Acquisition Service are Fair, Just, and Reasonable.

57. In its Final Order entered on June 19, 2020, in Case No. 2020-00028, the Commission specified that when a utility is seeking acquisition of a previously non-jurisdictional system, the Commission must approve initial tariffed rates that are fair, just, and reasonable, consistent with KRS 278.030(1).

58. Because Magruder Village is not a jurisdictional utility, there is no filed tariff that Bluegrass Water may adopt effective with the Closing. Consequently, Bluegrass Water proposes that – post-Closing – it will amend its tariff to mirror the current Magruder Village rate of \$35.00 per month, which will allow the Company to recoup a small portion of the operating expenses necessary to run this system.

59. Bluegrass Water also proposes that its other general tariff rules and regulations for residential service, as filed and effective at that time (and subject to adjustment – for terms other than monthly service rates – as determined by the Commission in the context of the Company’s pending rate adjustment proceeding)⁸, shall apply to Magruder Village customers, the same as any other Bluegrass Water customers.

60. These proposed rates are “fair, just and reasonable” in accordance with KRS 278.030(1), because they are the rates currently paid by these customers for their existing service. Moreover, the application of the other general terms and conditions are “fair, just, and reasonable”

⁸ See Case No. 2022-00432, *In the Matter of Electronic Application of Bluegrass Water Utility Operating Company, LLC for an Adjustment of Sewage Rates*.

in accordance with KRS 278.030(1) because they are consistent with general terms and conditions applicable to existing Bluegrass Water customers, they will contribute to an efficient integration of the system into Bluegrass Water operations, and they will ensure continuity of service and clarity of service obligations to customers of the affected system.

61. These filed-tariff provisions would therefore constitute “reasonable rules governing the conduct of its business and the conditions under which it shall be required to render service.” (KRS 278.030(2).)

62. Finally, the rates proposed for Magruder Village are also uniformly applicable to all users throughout its respective service area, in accordance with KRS 278.030(3).

63. These tariff revisions would be proposed to be effective simultaneously with the anticipated closing on the Magruder Village wastewater service facility so that there will be no gap in service or tariff coverage for the affected customers.

64. Bluegrass Water proposes that this closing date would be no earlier than the 31st day after the issuance of a final order on this Application, in order to ensure consistency with the requirements of KRS 278.180.

VII. CONCLUSION

WHEREFORE, Bluegrass Water respectfully requests that the Commission enter a final order as follows:

- (1) Issue a final order regarding this Application within the 60-day period provided in KRS 278.020(7);
- (2) Grant this Application as submitted or, in the alternative, with appropriate terms and conditions prescribed; and

- (3) Permit Bluegrass Water after the proposed acquisition/transfer to operate the transferred assets in accordance with its current tariff on file with the Commission, except that the monthly rates to be charged to all customers of the affected system will remain unchanged from their current monthly rates until such time as those rates may be adjusted in any future proceeding.

Respectfully submitted,

/s/ Edward T. Depp
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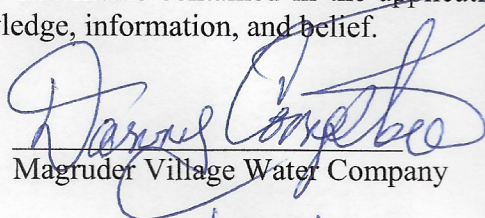
Certification

I hereby certify that a copy of this Application and its exhibits has been served electronically on all parties of record through the use of the Commission's electronic filing system, and there are currently no parties that the Commission has excused from participation by electronic means. Pursuant to the Commission's July 22, 2021 Order in Case No. 2020-00085, a paper copy of this filing has not been transmitted to the Commission.

/s/ Edward T. Depp
*Counsel to Bluegrass Water Utility
Operating Company, LLC*

Verification

I, Danny Compton, President of Magruder Village Water Company, state that I have read the foregoing application and its exhibits, and the statements contained in the application and exhibits are true and correct to the best of my knowledge, information, and belief.

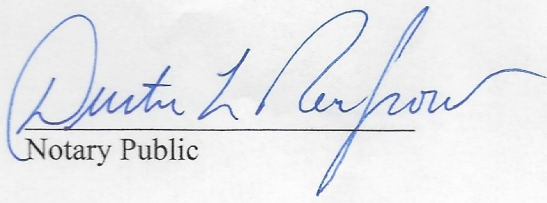

Magruder Village Water Company

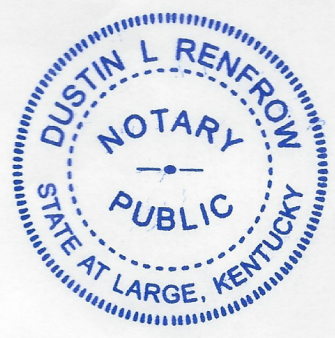
Date: 6/26/23

Commonwealth of Kentucky)
County of Ballard)

Subscribed, sworn to, and acknowledged this 26 of June, 2023, before me, a Notary Public, in and before said County and State.


My Commission expires: March 6, 2025


Notary Public



Verification

I, Todd Thomas, Vice President of the Manager of Bluegrass Water Utility Operating Company, LLC, state that I have read the foregoing application and its exhibits, and the statements contained in the application and exhibits are true and correct to the best of my knowledge, information, and belief.



Todd Thomas, Vice President of Manager,
Central States Water Resources, Inc.

Date: JUNE 20 2023

State of Missouri)
)
County of ST. LOUIS CITY)

Subscribed, sworn to, and acknowledged this 20th of JUNE, 2023, before me, a Notary Public, in and before said County and State.

My Commission expires: ^{RL}26 OCT 16th, 2026


Notary Public