

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF KENTUCKY-) CASE NO. 2025-00122
AMERICAN WATER COMPANY FOR AN)
ADJUSTMENT OF WATER RATES)

**ATTORNEY GENERAL’S POST-HEARING REQUEST FOR INFORMATION TO
KENTUCKY-AMERICAN WATER COMPANY**

Comes now the intervenor, the Attorney General of the Commonwealth of Kentucky, through his Office of Rate Intervention (“Attorney General”), and submits the Post-Hearing Request for Information to Kentucky-American Water Company (hereinafter “Kentucky American” or the “Company”) to be answered by October 6, 2025, and in accord with the following:

- (1) In each case where a request seeks data provided in response to a staff request, reference to the appropriate requested item will be deemed a satisfactory response.
- (2) Identify the witness who will be prepared to answer questions concerning each request.
- (3) Repeat the question to which each response is intended to refer.
- (4) 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.
- (5) Each response shall be answered under oath or, for representatives of a public or private corporation or a partnership or association, be accompanied by a signed certification of the preparer or person supervising the preparation of the response on behalf of the entity that

the response is true and accurate to the best of that person's knowledge, information, and belief formed after a reasonable inquiry.

(6) If you believe any request appears confusing, please request clarification directly from undersigned Counsel for the Office of Attorney General.

(7) To the extent that the specific document, workpaper or information as requested does not exist, but a similar document, workpaper or information does exist, provide the similar document, workpaper, or information.

(8) To the extent that any request may be answered by way of a computer printout, please identify each variable contained in the printout, which would not be self-evident to a person not familiar with the printout.

(9) If the company has objections to any request on the grounds that the requested information is proprietary in nature, or for any other reason, notify the Office of the Attorney General as soon as possible, and in accordance with Commission direction.

(10) As used herein, the words "document" or "documents" are to be construed broadly and shall mean the original of the same (and all non-identical copies or drafts thereof) and if the original is not available, the best copy available. These terms shall include all information recorded in any written, graphic or other tangible form and shall include, without limiting the generality of the foregoing, all reports; memoranda; books or notebooks; written or recorded statements, interviews, affidavits and depositions; all letters or correspondence; telegrams, cables and telex messages; contracts, leases, insurance policies or other agreements; warnings and caution/hazard notices or labels; mechanical and electronic recordings and all information so stored, or transcripts of such recordings; calendars, appointment books, schedules, agendas and diary entries; notes or memoranda

of conversations (telephonic or otherwise), meetings or conferences; legal pleadings and transcripts of legal proceedings; maps, models, charts, diagrams, graphs and other demonstrative materials; financial statements, annual reports, balance sheets and other accounting records; quotations or offers; bulletins, newsletters, pamphlets, brochures and all other similar publications; summaries or compilations of data; deeds, titles, or other instruments of ownership; blueprints and specifications; manuals, guidelines, regulations, procedures, policies and instructional materials of any type; photographs or pictures, film, microfilm and microfiche; videotapes; articles; announcements and notices of any type; surveys, studies, evaluations, tests and all research and development (R&D) materials; newspaper clippings and press releases; time cards, employee schedules or rosters, and other payroll records; cancelled checks, invoices, bills and receipts; and writings of any kind and all other tangible things upon which any handwriting, typing, printing, drawings, representations, graphic matter, magnetic or electrical impulses, or other forms of communication are recorded or produced, including audio and video recordings, computer stored information (whether or not in printout form), computer-readable media or other electronically maintained or transmitted information regardless of the media or format in which they are stored, and all other rough drafts, revised drafts (including all handwritten notes or other marks on the same) and copies of documents as hereinbefore defined by whatever means made.

(11) For any document withheld on the basis of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown, or explained; and, the nature and legal basis for the privilege asserted.

(12) In the event any document called for has been destroyed or transferred beyond the

control of the company, please state: the identity of the person by whom it was destroyed or transferred, and the person authorizing the destruction or transfer; the time, place, and method of destruction or transfer; and, the reason(s) for its destruction or transfer. If destroyed or disposed of by operation of a retention policy, state the retention policy.

(13) Provide written responses, together with any and all exhibits pertaining thereto, in one or more bound volumes, separately indexed and tabbed by each response, in compliance with Kentucky Public Service Commission Regulations.

(14) “And” and “or” should be considered to be both conjunctive and disjunctive, unless specifically stated otherwise.

(15) “Each” and “any” should be considered to be both singular and plural, unless specifically stated otherwise.

Respectfully submitted,

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Certificate of Service and Filing

Pursuant to the Commission's Orders and in accord with all other applicable law, Counsel certifies that the foregoing electronic filing was transmitted to the Commission on September 29, 2025, and there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

This 29th day of September, 2025,



Assistant Attorney General

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for an Adjustment of Water Rates
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1. Refer to the Rebuttal Testimony of Dominic DeGrazia ("DeGrazia Rebuttal"), at page 5. Mr. DeGrazia discusses Mr. Defever's recommendation to amortize the remaining rate case balance (\$332,246) from Kentucky American's 2023 rate case over a three-year period.
 - a. Provide the most updated remaining prior rate case balance from Kentucky American's 2023 rate case.
 - b. Provide the prior rate case balance from Kentucky American's 2023 rate case for each month through the suspension period in the pending case.
2. Refer to the Rebuttal Testimony of Harold Walker, III ("Walker Rebuttal"), at pages 2 – 3. Mr. Walker asserts that Kentucky American does not pay invoices before the service is rendered. However, Mr. Walker then states that Kentucky American pays the Service Company invoices before the midpoint of the service period. As an example, Mr. Walker asserts that the services provided in January are paid for in the middle of January, and the February services are paid for in the middle of February, so on and so forth.
 - a. In the provided example, explain in detail how paying for services provided in January in the middle of January is not prepaying for services rendered during the last two weeks of each month.
 - b. Provide a detailed explanation from a Kentucky American employee who receives invoices and pays invoices from the Service Company as to whether Mr. Walker's explanation of when Kentucky American receives invoices and pays invoices for services rendered by the Service Company is correct. If Mr.

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Walker's explanation is incorrect, provide when Kentucky American receives and pays Service Company invoices and for which month the services are being rendered.

- c. What day of the month does Kentucky American typically receive the invoice for the Service Company?
 - d. What day of the month would Kentucky American typically pay the invoice from the Service Company?
 - e. For the invoice that Kentucky American receives from the Service Company each month, when are the services rendered for each invoice?
3. Provide the total number of contracted employees (both direct and allocated) and corresponding expense for the years 2020, 2021, 2022, 2023, 2024, as well as the forecasted test period related to supplementing the Company's labor, not services that are always contracted. At the September 23, 2025 hearing, a Kentucky American witness stated that this information could be found in Exhibit 37(c); however, not all of the requested information can be found at the provided citation.
4. Explain whether Kentucky American expenses or capitalizes contract labor. If Kentucky American both expenses and capitalizes contract labor then provide how the Company apportions the contract labor between capital and expense.
5. Refer to Kentucky American's response to the Attorney General's First Request for Information ("Attorney General's First Request"), Item 145. Refer also to Kentucky American's response to the Attorney General's Second Request for Information ("Attorney General's Second Request"), Item 37. Explain the difference and

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discrepancy in the amounts of total payroll expense for the forecasted test period between the two referenced responses.

6. Refer to Kentucky American's response to the Attorney General's First Request, Item 56(a). Provide a breakdown in the provided expense, between the business development, government affairs, and regulatory policy.
7. Refer to the DeGrazia Rebuttal, pages 2 – 5, in which he states that Kentucky American is reflecting specific downward adjustments based upon error corrections and/or agreement with the Attorney General to the following: fuel and power expense; other customer accounting expense; office supplies and services expense; postage, printing and stationary expense; and insurance other than group expense.
 - a. Confirm that the total downward adjustment of the aforementioned expenses is \$393,000. If not confirmed, provide the total downward adjustment of these expenses.
 - b. Explain in detail whether Kentucky American is reducing its original requested rate increase of \$26.9 million downward by \$393,000. If not, explain in detail why not.
 - c. Provide updated information based upon the revised requested rate increase, and preferably in the same format as Kentucky American's Customer Notice in the Application, Exhibit 7. If there is no updated information based upon the revised rate increase, explain in detail why not.