

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

In the Matter of:

**ELECTRONIC TARIFF FILING OF
HENRY COUNTY WATER DISTRICT
#2 FOR APPROVAL OF WATER
SUPPLY AGREEMENT WITH
SUNANZA, INC.**

Case No. 2025-00225

SUNANZA, INC.'S MOTION TO INTERVENE

Sunanza, Inc. (“Sunanza”), by counsel and pursuant to 807 KAR 5:001 § 4(11), hereby moves the Public Service Commission of the Commonwealth of Kentucky (the “Commission”) for full intervention in this matter.

1. The full name and address of the intervenor are: Sunanza, Inc., Principal Office Mark Suna, 16900 Meeting House Road, Fisherville, KY 40023.

I. Standard for Full Intervention.

2. Pursuant to 807 KAR 5:001 § 4(11)(a), a person moving for full intervention shall be granted such status if the Commission makes either of the following determinations: (i) the movant “has a special interest in the case that is not otherwise adequately represented” or (ii) that the movant’s “intervention is likely to present issues or to develop facts that assist the commission in fully considering the matter without unduly complicating or disrupting the proceedings.”

3. The Commission retains discretion whether to allow a party to intervene in a Commission proceeding, which requires that the Commission’s decision on a Motion to Intervene be reasonable, fair, and supported by sound legal principles. *See Enviropower, LLC v. Pub. Serv. Comm’n*, No. 2005-CA-001792, 2007 Ky. App. Unpub. LEXIS 121, at *8; *Ryan v. Ryan*, 473 S.W.3d 637, 639 (Ky. Ct. App. 2015) (“The test for abuse of discretion is whether the . . . decision

was arbitrary, unreasonable, unfair, or unsupported by sound legal principles. . . . Abuse of discretion implies arbitrary and capricious action that results in an unreasonable and unfair decision.”).

II. Sunanza has a special interest in this proceeding that is not otherwise adequately represented.

4. Sunanza is the counterparty to the Agreement that is the subject of Commission’s Order in Case No. 2025-00225. Sunanza and Henry County Water District #2 (the “District”) are the only two parties to the Agreement, and Sunanza thus has a unique perspective on the reasonableness of the Agreement.

III. Sunanza has the ability to develop facts to assist the Commission in fully considering whether the Agreement is “reasonable” under KRS 278.030 without unduly complicating or disrupting the proceedings.

5. Sunanza can provide information to the Commission about its planned development and measures in place to prevent the District from incurring unreasonable costs or other liabilities.

6. Sunanza consents to the receipt of all Commission Orders by electronic means. Sunanza may be served electronically through its counsel at the email addresses below.

7. Accordingly, the Commission should grant Sunanza’s motion for full intervention.

This the 9th day of July, 2025.

Respectfully submitted,

/s/ Stephen J. Mattingly
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Certification

I hereby certify that the electronic version of this filing made with the Commission on July 9, 2025, is a true and accurate copy of the paper document that has been submitted to the Commission, and the electronic version of the filing has been transmitted to the Commission. A copy of this filing has been served electronically on all parties of record for whom an email address is given in the online Service List for this proceeding, and there are currently no parties that the Commission has excused from participation by electronic means.

/s/ Stephen J. Mattingly
Counsel to Sunanza, Inc.