

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF BLUEGRASS	)	
WATER UTILITY OPERATING COMPANY, LLC	)	CASE NO.
FOR AN ADJUSTMENT OF WATER AND	)	2025-00354
SEWAGE RATES	)	

**KENTUCKY OFFICE OF THE ATTORNEY GENERAL  
SCOTT COUNTY, KENTUCKY  
WITNESS SHARING AGREEMENT**

Comes now Scott County, Kentucky (“Scott County”), by and through counsel, with the permission of the Kentucky Office of the Attorney General (“OAG”), and files this Memorandum of Understanding between Scott County and the OAG for the sharing of a witness in the instant case. Scott County, separately, anticipates filing the testimony of another witness who has been retained exclusively by Scott County and who is not subject to the (attached) Memorandum of Understanding.

WHEREFORE, Scott County respectfully files the attached Memorandum of Understanding.

Respectfully submitted,

/s/ David E. Spenard

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### **NOTICE AND CERTIFICATION FOR FILING**

Undersigned counsel provides notices that the electronic version of the paper has been submitted to the Commission by uploading it using the Commission's E-Filing System on this 13<sup>th</sup> day of February 2026. Pursuant to the Commission's July 22, 2021 Order in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), the paper, in paper medium, is not required to be filed.

/s/ David E. Spenard

### **NOTICE CONCERNING SERVICE**

The Commission has not yet excused any party from electronic filing procedures for this case.

/s/ David E. Spenard

## MEMORANDUM OF UNDERSTANDING

The Office of Rate Intervention for the Office of the Kentucky Attorney General ("OAG") and Scott County, Fiscal Court ("Scott County") agree to and enter into this Memorandum of Understanding ("MOU") effective the 2<sup>nd</sup> day of February, 2026;

**WHEREAS**, the parties intend to hire expert witnesses to assist them in Public Service Commission Case No. 2025-00354;

**WHEREAS**, the parties believe that their interests are sufficiently aligned for the purposes of these matters such that utilizing the same witnesses will not present a conflict and will result in cost savings for both parties;

Therefore, the OAG and Scott County agree as follows:

1. Experts utilized by the parties shall submit an itemized invoice to OAG on at least a monthly basis consistent with a contract to be executed between OAG and the expert(s) ("expert contract"). Scott County will provide its financial contribution toward the expert contracts directly to the OAG.
2. Scott County agrees to contribute 50% of the total value of the payments to the expert, with that 50% contribution not to exceed ten thousand dollars (\$10,000).
3. OAG shall provide payment to the experts in fulfillment of its obligations under the expert contract.
4. If either OAG or Scott County elects to settle its claims or part of its claims in the aforementioned case(s), such settlement shall not preclude the other party from utilizing any and all testimony and work product developed by the experts retained by OAG and Scott County for use in the cases.
5. If the expert(s) contracted by the OAG and Scott County exhaust the funds allowed by the expert contract, the parties shall make reasonable efforts to agree on an amendment to the contract to the extent necessary for the prosecution of the case.
6. Disputes related to this agreement shall be governed by Kentucky law.
7. Any disputes related to this agreement that cannot be resolved by agreement shall be resolved by the Franklin Circuit Court.
8. Either OAG or Scott County may terminate its participation in this Memorandum upon thirty days written notice to the other party. In the event that either OAG or Scott County elects to terminate the agreement, it shall remain responsible for expert witness fees accrued up to and including those accrued during the thirty-day notice period. Upon termination of the Memorandum, either party may retain any expert witness previously covered by this Memorandum.
9. This Memorandum represents the entire understanding of the parties with respect to the matters discussed herein and supersedes all of understanding, written or oral.

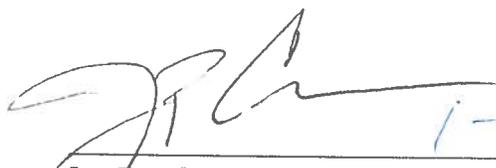
Memorandum of Understanding between OAG and Scott County regarding Expert Witnesses  
in Case Nos. 2025-00354

10. No amendment, modification, or waiver of any provision of this Memorandum shall be valid unless contained in a writing signed by both parties.
11. Pursuant to KRE 503 (d)(5), the parties herein recognize that communications between them pertaining to the aforementioned case(s) are privileged from disclosure to other parties or to the Commission. Upon any discovery request from any other party or Commission Staff seeking such privileged communications, the parties shall assert this privilege and refuse to disclose such communications.

The signatories below represent that they have the approval and authority of the entities they represent to bind those entities to the above terms.

**AGREED AND ENTERED:**

  
Hon. John G. Horne, II      Date  
Office of the Attorney General

 1-29-26  
Joe Pat Covington      Date  
Judge/Executive  
Scott County Fiscal Court