

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Parksville Water District

v.

City of Danville

Case No. 2007-00405

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APR 18 2008

PUBLIC SERVICE  
COMMISSION

**Data Requests to Parksville Water District  
from the City of Danville**

The City of Danville ("Danville"), pursuant to the Commission's scheduling order, hereby submits the attached requests for production of documents and written interrogatories to Parksville Water District ("Parksville").

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By: 

ATTORNEYS FOR THE CITY OF DANVILLE

CERTIFICATE OF FILING AND SERVICE

I hereby certify that on this the 17th day of April, 2008, the original and ten (10) copies of these Data Requests were mailed for filing with the Commission and a copy was served on counsel for the other party by first-class U.S. mail addressed to: John N. Hughes, 124 W. Todd St., Frankfort, KY 40601.

  
Attorney for the City of Danville

1. Provide all revisions or supplements, if any, to the analysis/spreadsheet attached as Exhibit 3 to the Complaint.
2. Provide all supporting studies, derivations, or workpapers for the analyses referenced in Data Request 1.
3. Provide all data, input files, intermediate results, or other information necessary to replicate the analyses referenced in Data Request 1.
4. To the extent not already identified in response to Data Requests 2 and 3, identify the source of any numerical data used in the analyses referenced in Data Request 1.
5. In ¶6 of the Complaint, Parksville refers to "a review of wholesale water bills received from Danville in late 2006." Describe when, by whom, and why this review was conducted, and provide any documents created as part of, or that relate to that review.
6. Does Parksville contend that the review referenced in ¶6 of the Complaint was the first time it "noticed a discrepancy" in amounts billed going back to an August 2005 bill received in September 2005? If so, does Parksville have any explanation for how a "discrepancy" that it alleges began in a bill received in September 2005 went unnoticed for over a year?
7. In ¶7 of the Complaint, Parksville alleges that it "attempted to contact representatives from Danville to determine the source of the billing discrepancy, but the matter remained unresolved." Describe each such attempt, including when, how, by whom, and to whom it was directed and the substance of any proposed resolution, inquiry to, or communication with Danville representatives. Provide any email, letters, phone logs, or notes that constitute or document such contacts or communication.
8. In ¶8 of the Complaint, Parksville states that it "detected another billing change for Danville" in September 2006. Describe how and by whom the referenced detection occurred and provide any documents created as part of, or that relate to that detection.

9. In ¶8 of the Complaint, Parksville alleges that it again “attempted to contact representatives of Danville to resolve the matter.” Describe each such attempt, including when, how, by whom, and to whom it was directed and the substance of any proposed resolution, inquiry to, or communication with Danville representatives. Provide any email, letters, phone logs, notes, or other materials that constitute or document such contacts or communication.
10. Other than the contact attempts alleged in ¶¶ 7 and 8 of the Complaint, has Parksville done anything in response to the alleged “billing changes” or “discrepancies” in amounts billed by Danville? If so, describe each such response and provide any documents related thereto.
11. Whether as part of its budget process, in making its annual reports to the Commission, or otherwise, does Parksville routinely review its wholesale water bills from Danville or communicate with Danville about rates or volume of water purchased or needs? If so,
  - a. describe any such routine review or communication, including its frequency, how long it has been the routine, and who at Parksville is responsible for the process; and
  - b. provide any documentation related to or generated by that process.
12. Does Parksville contend that it is not bound by the provision on page 3 of the 10/4/94 Water Purchase Contract (attached as part of Exhibit 1 to the Complaint) that “if at any time during the term of the agreement the rate[s] charged to the other wholesale or industrial consumers ... are modified, either increased or decreased, the rate of charge to the Purchaser shall automatically be modified to conform to such rates”? If so, provide the basis (including any supporting documents) for that contention.
13. Describe the circumstances under which Parksville “recently ... obtained a copy of Ordinance 1536, dated September 30, 1997” as alleged in ¶15 of the Complaint. Is it Parksville’s contention that it was unable to obtain a copy of the referenced ordinance before that? If so, provide the basis (including any supporting documents) for that contention.

14. State whether Parksville received actual notice in 1997 of the contents or subject of Ordinance No. 1536 (attached as Exhibit 2 to the Complaint).
  - a. If so, describe how, when, and what notice was received.
  - b. If not, but Parksville received actual notice of Ordinance No. 1536 after 1997, describe how, when, and what notice was received.
15. Does Parksville contend that notice of Ordinance No. 1536 was not published by the *Danville Advocate Messenger* on or about September 30, 1997? If so, provide the basis (including any supporting documents) for that contention.
16. Does Parksville contend that the ratification and incorporation of the terms of "the existing Water Purchase Contract" in the 1/11/02 Addendum to Water Purchase Contract (attached as part of Exhibit 1 to the Complaint) does not include the provision on page 3 of the 10/4/94 Water Purchase Contract that "if at any time during the term of the agreement the rate[s] charged to the other wholesale or industrial consumers ... are modified, either increased or decreased, the rate of charge to the Purchaser shall automatically be modified to conform to such rates"? If so, provide the basis (including any supporting documents) for that contention.
17. Does Parksville contend that any modification to its rates on or after July 1, 1998, exceeds an adjustment for the purchasing power of the dollar in accordance with KRS 83A.075 and as computed by the Finance and Administration Cabinet (now the Governor's Office for Local Development) — whether for the respective year or cumulatively since July 1, 1998? If so, provide the basis (including all workpapers, calculations, and data) for that contention.