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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Alleged Failure of the City of Danville to Comply with
KRS 278.160 and 278.180 and the Commission's
Order of August 10, 1994 in Administrative Case
No. 351

Case No. 2008-00176

**Data Requests to Garrard County Water Association
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 Garrard County Water Association ("GCWA").

Respectfully submitted,

ATTORNEYS FOR THE CITY OF DANVILLE

By: Katherine K. Yunker

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CERTIFICATE OF FILING AND SERVICE

I hereby certify that on this the 31st day of December, 2008, the original and ten (10) copies of these data requests were hand delivered for filing with and service on the Commission, and a copy was sent by first-class U.S. mail for service on:

John N. Hughes, Esq.
124 W. Todd St.
Frankfort, KY 40601

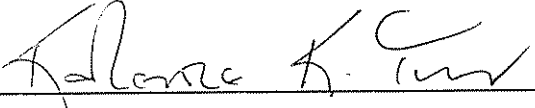
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Attorney for the City of Danville

1. State when GCWA began to receive water from Danville pursuant to an express written contract for the wholesale supply of water.
2. As to all wholesale water supply contracts between Danville and you that have been in effect on or after January 1, 1994:
 - a. Provide a copy of each contract and amendment thereto; and
 - b. If not apparent on the face of the contract(s), the effective date of each contract or amendment or the date it was superseded in effect by a subsequent contract.
3. State whether you contend that Danville was not permitted under its contract with GCWA to charge what it has actually charged GCWA during the period from January 2005 through the present. As to any contention that Danville was not permitted under the contract to so charge GCWA:
 - a. identify each charge not permitted and the period during which the allegedly unpermitted charge was made;
 - b. state what you contend was not permitted about that charge (e.g., improper rate, charge miscalculation);
 - c. state what you contend should have been charged; and
 - d. provide the basis (including any supporting documents) for your contention.
4. State whether you contend that Danville was not permitted — for reasons other than its contract with GCWA — to charge what it has actually charged GCWA during the period from January 2005 through the present. As to any such contention:
 - a. identify each charge not permitted and the period during which the allegedly unpermitted charge was made;
 - b. state what you contend was not permitted about that charge (e.g., improper rate, charge miscalculation);
 - c. state what you contend should have been charged; and
 - d. provide the basis (including any supporting documents) for your contention.

5. If you contend that there is a difference between what you were actually charged (and paid) and what you should have been charged and paid:
 - a. Provide a per-billing-period comparison of what you were charged (and paid) and what you contend you should have been charged. (The tabulation attached to Parksville's Initial Data Request in this proceeding is an example of such a comparison.)
 - b. Calculate the net amount of alleged overcharge and state whether it is your contention that this is the amount that Danville should refund to you.
 - c. Provide all data, input files, intermediate results, or other information necessary to replicate the comparison and calculation provided. If the analysis was prepared as a spreadsheet or other electronic file in tabular form, provide the electronic file with any formulas intact; and
 - d. Identify the source of any numerical data used in the analysis you provide.
6. Does GCWA agree with the statement at page 5 of the Commission's 5/22/08 Order that \$9950.76 is the amount Danville "should have billed" GCWA for the month of January 2008. If so, show the calculations and assumptions for that \$9950.76 amount.
7. How did GCWA arrive at the allegation that Danville had "increased its wholesale rate from \$1.38 per 1,000 gallons to \$1.60 per 1,000 gallons" (5/22/08 Order p.5)? Does GCWA contend that the \$1.38 per 1,000 gallons is the correct rate to be charged? Why?
8. Does GCWA contend that it is not bound by a provision in its contract with Danville that rates charged to the other wholesale or industrial consumers of Danville are modified, the rates to GCWA are automatically modified to conform to such rates to other consumers? If so, provide the basis (including any supporting documents) for that contention.
9. Danville's information is that it calculated increases for purchasing-power adjustments to the GCWA, Lake Village, and Parksville rates on or around

September 16, 2005

September 6, 2006

August 17, 2007

and applied those adjusted rates to the billing invoice next sent out. (See Case No. 2007-00405, Danville 5/2/06 Response to Req. 2, 11(b)&(c)). Do you contend that were other such changes or that these changes occurred at a different time? If so, identify such other changes or when such changes occurred in your bills from Danville.

10. Do you contend that any modification to your rates on or after July 1, 1998 (or after initiation of service), 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 (or initiation of service)? If so, provide the basis (including all workpapers, calculations, and data) for that contention.
11. Did you receive notice as to any of the rate modifications? If so, describe the notice (or provide a copy thereof) and state when it was received.
12. State whether you received actual notice in 1997 of the contents or subject of Danville Ordinance No. 1536.
 - a. If so, describe how, when, and what notice was received.
 - b. If not, but you received actual notice of Ordinance No. 1536 after 1997, describe how, when, and what notice was received.
13. Does GCWA contend that notice of Danville 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.
14. Provide a copy of any notice or submission to the Commission made by GCWA relating to a wholesale water supply contract with Danville.
15. In the 2/14/00 Order closing Case No. 1999-00353, the Commission states that GCWA “advised the Commission that it has reached agreement with Lancaster on all issues that gave rise to Lancaster’s request for Commission investigation.”
 - a. Provide a copy of the referenced agreement (if in writing) or describe the provisions of the agreement (if not).

- b. Provide a copy (if in writing) or describe the provisions (if not) of any agreement reached during the course of Case No. 1999-00353 that in whole or in part relates to the terms and conditions of wholesale water supply to GCWA.
16. What (if anything) is it that you expected Danville to do that it did not do? How did any difference between expectation and what actually occurred affect you? How could that effect be avoided or ameliorated in the future?
17. Whether as part of its budget process, in making its annual reports to the Commission, or otherwise, does GCWA 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 GCWA is responsible for the process; and
 - b. provide any documentation related to or generated by that process.
18. Do you have (or since January 1, 2000, have you had) contracts by which you obtain goods or services (including treated or untreated water) that provide for (a) purchasing power or other automatic adjustments or (b) routine, periodic adjustments to prices or rates? If so, please provide a copy of the current (or most recently effective) version of each such contract.