

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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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 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").

Respectfully submitted,

ATTORNEYS FOR THE CITY OF DANVILLE

By: 

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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


Ronald Russell, Chairman
Parksville Water District
10711 Lebanon Rd.
P. O. Box 9
Parksville, KY 40464

Danny Noel, President
Lake Village Water Association, Inc.
801 Pleasant Hill Dr.
P. O. Box 303
Burgin, KY 40310

William L. Stevens, Esq.
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326 W. Main St.
P. O. Box 901
Danville, KY 40423

Mike Sanford, Manager
Lake Village Water Association, Inc.
801 Pleasant Hill Dr.
P. O. Box 303
Burgin, KY 40310

Harold C. Ward
Garrard County Water Association, Inc.
315 Lexington Rd.
P. O. Box 670
Lancaster, KY 40444



Attorney for the City of Danville

1. 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b. If not apparent on the face of the contract(s), the effective date of each contract or amendment or the date it was superseded in effect by a subsequent contract.
2. Refer to the per-billing-period tabulation that you attached to your Initial Data Request, comparing actual charges and what you contend you should have been charged.
 - a. Did you pay the amounts shown as actually charged? Were amounts refunded other than that shown between the rows for Jun-08 and Jul-08? If so, what amounts were refunded and when?
 - b. Are there other amounts actually charged that you contend were in error or not permitted? If so, please identified those other amounts.
 - c. What amount do you contend is the net alleged overcharge? Do you contend that this is the amount that Danville should refund to you?
 - d. As to each item that you contend is not the correct charge, state what you contend was incorrect about that charge (e.g., improper rate, charge miscalculation).
 - e. Identify each charge that you contend was improper and describe the respective alleged impropriety (e.g., not permitted under the contract between Danville and you) and provide the basis (including any supporting documents) for your contention(s).
 - f. Provide all data, input files, intermediate results, or other information necessary to replicate the comparison and calculation(s) 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
 - g. Identify the source of any numerical data used in the analysis you provide.
3. Does Parksville 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 Parksville are automatically modified to conform to such rates to

other consumers? If so, provide the basis (including any supporting documents) for that contention.

4. 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.

5. Do you contend that any modification to your 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.
6. 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.
7. 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.
8. Provide a copy of any notice or submission to the Commission made by Parksville relating to a wholesale water supply contract with Danville.

9. 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?

10. 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.