

Original

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

NOV 15 2011

In the Matter of:

PUBLIC SERVICE  
COMMISSION

PROPOSED REVISION OF RULES )  
REGARDING THE PROVISION OF )  
WHOLESALE WATER SERVICE BY THE ) CASE NO. 2011-00419  
CITY OF VERSAILLES TO NORTHEAST )  
WOODFORD WATER DISTRICT )

**TESTIMONY ON BEHALF OF THE CITY OF VERSAILLES**

Now comes the City of Versailles, by counsel, pursuant to the Scheduling Order entered herein, and submits the written testimony of its witnesses Allison White and Bart Miller in verified form.

ATTORNEY FOR CITY OF VERSAILLES



WILLIAM K. MOORE  
MOORE LAW OFFICE, PLLC  
126 South Main Street  
Versailles, KY 40383  
Tel. (859) 873-6207  
Fax. (859) 873-6189  
Email: [wkmoorelaw@gmail.com](mailto:wkmoorelaw@gmail.com)

**CERTIFICATE OF SERVICE**

It is hereby certified that true copies of the Testimony of the City of Versailles has been served by mailing, postage prepaid, to: Northeast Woodford Water District, 225 South Main Street, Suite A, Versailles, KY 40383 and to Hon. Joseph Hoffman, attorney for said District, United Bank Building, Versailles, KY 40383 on this 15<sup>th</sup> day of November, 2011.



WILLIAM K. MOORE

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PROPOSED REVISION OF RULES )  
REGARDING THE PROVISION OF )  
WHOLESALE WATER SERVICE BY THE ) CASE NO. 2011-00419  
CITY OF VERSAILLES TO NORTHEAST )  
WOODFORD WATER DISTRICT )

TESTIMONY OF ALLISON WHITE, CITY CLERK  
CITY OF VERSAILLES

1. My name is Allison White and I am the City Clerk/Treasurer/Tax Administrator for the City of Versailles, Kentucky. Except for a sixty day period in 2004, I have been the City Clerk/Treasurer/Tax Administrator for the City of Versailles since March, 2000.

2. In my capacity as City Clerk/Treasurer/Tax Administrator, I am the keeper of various city records, including:

- A. Copies of contracts between the City and the Northeast Woodford Water District.
- B. Payment requests and accompanying invoices for the design and construction fo the City's water treatment plant and its main water supply line;
- C. Payment of invoices for the design and construction of the City's water treatment plant and main water supply line, and the source of funds for each payment;
- D. Sales of potable water by the City, including sales to wholesale customers such as the Northeast Woodford Water District.

3. Each of the records described above is compiled and maintained by me and my staff in the usual and ordinary course of business.

4. Attached hereto as Exhibit 1 is a true and accurate copy of the contract between the City of Versailles and the Northeast Woodford Water District dated May 17, 1966.

5. Attached hereto as Exhibit 2 is a true and accurate copy of the contract between the City of Versailles and the Northeast Woodford Water District dated August 3, 1994.

6. Attached hereto as Exhibit 3 is a true and accurate copy of the City's records concerning the total amount of water purchased from the City by the Northeast Woodford Water District for calendar years 1995 through 1999.

7. From 2000 through 2005, the City of Versailles paid a total of \$ 13,361,116.91 for the design and construction of its water treatment plant and main supply line. Only \$ 395,562.11 of this total was paid from grant funds. The balance of the cost of the water treatment plant (\$ 12,965,554.80) was paid from bonds issued by the City, which bonds are either currently in existence or have been refinanced into new debt obligations of the City.

8. The figures shown upon the document attached hereto as Exhibit 4 accurately reflect the source of payment for the cost of the City's water treatment plant.

9. Attached hereto as Exhibit 5 is a true and accurate copy of the computer printout showing the monthly purchases of water by the Northeast Woodford Water District from the City for the period January 15, 2006 through July 17, 2011.

10. Attached hereto as Exhibit 6 is a true and accurate copy of the computer printout showing monthly purchases of water from the City by all of its water customers for the period January 2000 through June, 2011.

11. Due to the voluminous nature of such records, this witness will supplement her testimony with copies of the pay requests and invoices relating to the design and construction of the City's water treatment plant and main supply line on a CD.

Further Affiant saith not.

*Allison White*

ALLISON WHITE  
VERSAILLES CITY CLERK  
196 South Main Street  
Versailles, KY 40383  
Tel (859) 873-5436

Subscribed and sworn to before me by Allison White on this 15<sup>th</sup> day of November, 2011.

My Commission expires: March 24, 2014.

*Will H. Moore*

NOTARY PUBLIC, STATE AT LARGE

WATER PURCHASE CONTRACT

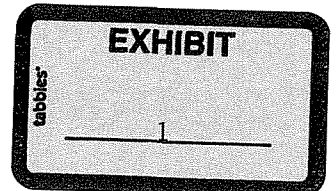
This contract for the sale and purchase of water is entered into as of the 17 day of May, 1966, between the City of Versailles, Kentucky, hereinafter referred to as the "City", and Northeast Woodford County Water District, a body corporate, hereinafter referred to as the "District",

WITNESSETH

WHEREAS, the District has been organized and established under the provisions of Chapter 74 of the Kentucky Revised Statutes, for the purpose of constructing and operating a water supply distribution system serving water users within the area described in plans now on file in the office of the District and to accomplish this purpose, the District will require a supply of treated water, and

WHEREAS, the City owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of the City system and the estimated number of water users to be served by the said District as shown in the plans of the system now on file in the office of the District, and

WHEREAS, by Resolution on the 17 day of MAY, 1966, by the Council of the City, the sale of water to the District in accordance with the provisions of the said Resolution



was approved, and the execution of this contract carrying out the said Resolution by the Mayor, and attested by the City Clerk, was duly authorized, and

WHEREAS, by Resolution of the Board of Commissioners, of the District, enacted on the 17 day of May, 1966, the purchase of water from the City in accordance with the terms set forth in the said Resolution was approved, and the execution of this contract by the Chairman, and attested by the Secretary, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements hereinafter set forth,

THE CITY AGREES:

1. (Quality and Quantity) To furnish the District, at the point of delivery hereinafter specified, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the State Board of Health in such quantity as may be required by the District not to exceed Five Million (5,000,000) gallons per month.

2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant normal pressure from an existing ten (10) inch main supply at a point located at the District boundary, as amended as hereinafter provided, on the Big Sink Pike, and at other points as may be mutually agreed upon.

If a greater pressure than that normally available at the point of delivery is required by the District, the cost of providing such greater pressure shall be borne by the District. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the City from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the District and to calibrate such metering equipment whenever requested by the District but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected to the last calibration, or for the six (6) months previous to such test, whichever is the lesser, in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately

prior to the failure, unless City and District shall agree upon a different amount. The metering equipment shall be read not later than the 20th day of each month.

4. (Billing Procedure) To furnish the Treasurer of the District, at his current address, or as may be hereafter requested by the District, not later than the 5th day of each month, with an itemized statement of the amount of water furnished the District during the preceding month.

THE DISTRICT AGREES:

1. (Rates and Payment Date) To pay the City, not later than the 15th day of each month, for water delivered in accordance with the rates in effect for like or similar customers within the City. A copy of the proposed rates is attached hereto and made a part hereof as Exhibit "A".

There shall be added to the above monthly rates, a surcharge of Fifteen Dollars (\$15.00) per month for each customer who has purchased water from the District for the purpose of resale to other metered users outside of the district, as presently described in the records of the Woodford County Court Clerk's Office less the tract to be hereafter deleted from the District as described in Exhibit "B".

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the City system with the system of the District, an amount equal to the sum of any and all costs of the



City for installation of the metering equipment and appurtenances.

3. (Petition to Amend District Boundary) To petition the Woodford County Court as required by law, to amend the boundary of the District so as to delete a tract of land as described more particularly in the attached Exhibit "B".

IT IS FURTHER MUTUALLY AGREED BETWEEN THE CITY AND THE DISTRICT, AS FOLLOWS:

1. (Term of Contract) That this contract shall extend for a term of forty (40) years from the date of the initial delivery of any water by the City to the District and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the City and District.

2. (Delivery of Water) That six (6) months prior to the estimated date of completion of construction of the District's water supply distribution system, the District will notify the City in writing the date for the initial delivery of water.

3. (Water for Testing) When requested by the District the City will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the District during construction, at its existing regular rates and the District will provide a temporary meter in the event that the City has not installed its permanent metering equipment, which will be paid for by the contractor or, on his failure to pay, by the District.

4. (Failure to Deliver) That the City will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the District with quantities of water required by the District. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the City is otherwise diminished over an extended period of time, the supply of water to District consumers shall be reduced or diminished in the same ratio or proportion as the supply to City consumers is reduced or diminished.

5. (Modification of Contract) Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, it being understood, however, that the City shall not in any event be required to deliver water to the district at a rate lower than that at which it sells water to users within the city. Other provisions of this contract may be modified or altered by mutual agreement.

6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in the State of Kentucky and the City and District will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.

7. (Miscellaneous) That the construction of the water supply distribution system by the District is being financed by a loan from (or a loan insured by) the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, or other lending agency or institution, and the provisions hereof pertaining to the undertakings of the District are conditioned upon the approval, in writing, of the State Director of Kentucky, of the Farmers Home Administration, or other lending agency or institution. Similarly, any modification of the provisions of this contract, including any increase in the schedule of rates to be paid by the District for the delivery of water shall be conditioned upon the prior approval, in writing, of the State Director of Kentucky, of the Farmers Home Administration, or other lending agency or institution.

8. (Successor to the District) That in the event of any occurrence rendering the District incapable of performing under this contract, any successor of the District, whether the result of legal process, assignment, or otherwise, shall succeed to the rights and obligations of the District hereunder.

IN TESTIMONY WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused

this contract to be duly executed in 5 counterparts,  
each of which shall constitute an original.

CITY OF VERSAILLES, KENTUCKY

BY: Frank B. Bohannon, III  
FRANK BOHANNON, III, MAYOR

ATTEST:

Laura J. Alghemal  
CITY CLERK

NORTHEAST WOODFORD COUNTY WATER DISTRICT

BY: Richard Fald  
CHAIRMAN

ATTEST:

Walter D. ...  
SECRETARY

This contract is approved on behalf of the Farmers  
Home Administration this \_\_\_\_\_ day of \_\_\_\_\_, 1966.

\_\_\_\_\_  
STATE DIRECTOR OF \_\_\_\_\_

PROPOSED WATER RATES

CITY OF VERSAILLES, KENTUCKY

AND

NORTHEAST WOODFORD COUNTY WATER DISTRICT

EXHIBIT "A"

First	1,000	gallons used per month at	\$2.25 (Minimum)
Next	4,000	gallons used per month at	.80 per M. Gals.
Next	5,000	gallons used per month at	.70 per M. Gals.
Next	15,000	gallons used per month at	.60 per M. Gals.
Next	25,000	gallons used per month at	.50 per M. Gals.
Next	50,000	gallons used per month at	.40 per M. Gals.
Next	200,000	gallons used per month at	.35 per M. Gals.
Over	300,000	gallons used per month at	.30 per M. Gals.

EXHIBIT "A"

WATER PURCHASE CONTRACT

CITY OF VERSAILLES, KENTUCKY

AND

NORTHEAST WOODFORD COUNTY WATER DISTRICT

EXHIBIT "B"

Bounded by a line beginning at a point in the Eastern right-of-way line of U. S. 62, said point being 2250 feet from the U. S. 60 northern right-of-way line, thence in a easterly direction parallel to and 2250 feet from the northern U. S. 60 and U. S. 60 By-pass right of way line to a point in the center line of the Southern Rail Road mainline track, thence in a westerly direction with the center line of the Southern Rail Road track to its intersection with the northeastern right of way line of the U. S. 60 By-Pass, thence in a north-westerly direction with the northern right of way line U. S. 60 By-Pass to the northern right of way line to U. S. 60 to the northern right of way of U. S. 62 to its intersection with the U. S. 62 eastern right of way line, thence in a Northern direction with the U. S. 62 eastern right of way line to the point of beginning.

EXHIBIT "B"

AMENDMENT TO WATER PURCHASE CONTRACT

This Amendment to Water Purchase Contract is made and entered into this the 3rd day of August, 1994, between the City of Versailles, Kentucky, hereinafter referred to as the "City", and North East Woodford County Water District, a body corporate hereinafter referred to as the "District",

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

W I T N E S S E T H

AUG 26 1994

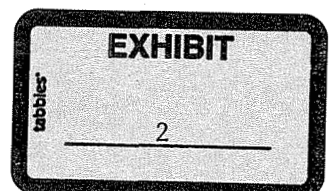
PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

WHEREAS, the City and the District entered into ~~the Water Purchase Contract~~ <sup>BY Andrew Neal</sup> <sub>FOR THE PUBLIC SERVICE COMMISSION</sub> for the sale and purchase of water which Contract is dated May 17, 1966; and

WHEREAS, the parties hereto desire to amend certain provisions of such Water Purchase Contract; and

WHEREAS, by resolution on the 2nd. day of August, 1994, by the Council of the City, the Amendment of the Water Purchase Contract in accordance with the provisions of said resolution was approved, and the execution of this Amendment to Water Purchase Contract carrying out said resolution by the Mayor, and attested by the City Clerk, was duly authorized; and

WHEREAS, by resolution of the Board of Commissioners, of the District, and acted on the 26th day of July, 1994, the Amendment to the Water Purchase Contract in accordance



with the terms set forth in said resolution was approved, and the execution of the Amendment to Water Purchase Contract by the Chairman, and attested by the Secretary, was duly authorized;

NOW, THEREFORE, in consideration of the foregoing in the mutual agreements hereinafter set forth;

It is agreed between the City and the District as follows:

1. That Paragraph 1., Page 2, of the Water Purchase Contract dated May 17, 1966, is hereby amended to provide that the quantity of water furnished to the District shall not exceed 15,000,000 gallons per month, if available.

2. Pursuant to Paragraph 1., Page 5, of the Water Purchase Contract dated May 17, 1966, the Water Purchase Contract is hereby extended for a period of thirty (30) years from the termination date as set forth in the Water Purchase Contract.

3. Except as expressly amended herein all of the terms in the Water Purchase Contract dated May 17, 1966, shall remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto, acting under authority of their respective governing bodies have caused this Amendment to Water Purchase Contract to be duly executed in duplicate counterparts, each of which shall constitute an original.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 26 1994

PURSUANT TO 807 KAR 5011,  
SECTION 9(1)

BY James C. Neal  
FOR THE PUBLIC SERVICE COMMISSION



CITY OF VERSAILLES

BY: Charles R. Reed  
CHARLES REED, MAYOR

ATTEST:

Heata B. Buzzer  
CITY CLERK

NORTH EAST WOODFORD COUNTY  
WATER DISTRICT

BY: John Steele Davis  
JOHN STEELE DAVIS, CHAIRMAN

ATTEST:

John R. Kittinger  
SECRETARY  
Cl:verwater

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

AUG 28 1994

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: James C. Paul  
FOR THE PUBLIC SERVICE COMMISSION

RUN DATE: 01/04/00 13:42  
TERMINAL: 3

CITY OF VERSAILLES  
BILLING HISTORY FOR 01/1995 THRU 12/1995

SERVICE: WATER  
RATE TABLE: ALL  
ACCOUNT CLASS: ALL

ACCOUNT RANGE: 02-2240-00 THRU 02-2240-00  
TRACKING ITEM: USAGE  
usage converted

BEGINNING VALUE: -99999.9  
ENDING VALUE: 999999.9

ACCOUNT	CUSTOMER'S NAME	SERVICE ADDRESS	CITY	ZIP CODE	DATE POSTED	USAGE
02-2240-00	NORTHEAST WATER DISTRICT	223 S MAIN ST #A	VERSAILLES	40383	01/30/95	906.5
					02/28/95	968.3
					03/30/95	677.7
					04/30/95	699.2
					05/30/95	1052.3
					06/30/95	864.4
					07/31/95	1048.4
					08/30/95	1256.7
					09/28/95	1321.4
					10/30/95	1330.0
					11/29/95	502.8
					12/28/95	1010.4
TOTALS (count = 12)						11638.1

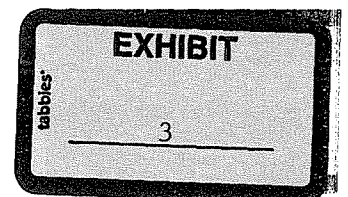
NUMBER OF ACCOUNTS LISTED: 1

NUMBER OF SERVICE HISTORY RECORDS LISTED: 12

TOTAL USAGE LISTED: 11638.1

MONTH	COUNT	AMOUNT
01/95	1	906.5
02/95	1	968.3
03/95	1	677.7
04/95	1	699.2
05/95	1	1052.3
06/95	1	864.4
07/95	1	1048.4
08/95	1	1256.7
09/95	1	1321.4
10/95	1	1330.0
11/95	1	502.8
12/95	1	1010.4
TOTALS	12	11638.1

1995  
116,381,000 Gallons



RUN DATE: 01/04/00 13:44  
TERMINAL: 3

CITY OF VERSAILLES  
BILLING HISTORY FOR 01/1996 THRU 12/1996

SERVICE: WATER  
RATE TABLE: ALL  
ACCOUNT CLASS: ALL

ACCOUNT RANGE: 02-2240-00 THRU 02-2240-00  
TRACKING ITEM: USAGE  
usage converted

BEGINNING VALUE: -99999.9  
ENDING VALUE: 999999.9

ACCOUNT	CUSTOMER'S NAME	SERVICE ADDRESS	CITY	ZIP CODE	DATE POSTED	USAGE
02-2240-00	NORTHEAST WATER DISTRICT	223 S MAIN ST #A	VERSAILLES	40383	01/30/96	1124.3
					02/28/96	791.2
					03/28/96	877.6
					04/29/96	917.2
					05/30/96	893.2
					06/26/96	716.6
					07/29/96	1229.0
					08/28/96	964.3
					09/27/96	1104.5
					10/29/96	896.1
					11/26/96	943.6
					12/30/96	983.2
TOTALS (count = 12)						11440.8

NUMBER OF ACCOUNTS LISTED: 1

NUMBER OF SERVICE HISTORY RECORDS LISTED: 12

TOTAL USAGE LISTED: 11440.8

MONTH	COUNT	AMOUNT
01/96	1	1124.3
02/96	1	791.2
03/96	1	877.6
04/96	1	917.2
05/96	1	893.2
06/96	1	716.6
07/96	1	1229.0
08/96	1	964.3
09/96	1	1104.5
10/96	1	896.1
11/96	1	943.6
12/96	1	983.2
TOTALS	12	11440.8

1296  
114,408.000 Gallons

RUN DATE: 01/04/00 13:44  
TERMINAL: 3

CITY OF VERSAILLES  
BILLING HISTORY FOR 01/1997 THRU 12/1997

SERVICE: WATER ACCOUNT RANGE: 02-2240-00 THRU 02-2240-00  
RATE TABLE: ALL TRACKING ITEM: USAGE BEGINNING VALUE: -99999.9  
ACCOUNT CLASS: ALL usage converted ENDING VALUE: 999999.9

ACCOUNT	CUSTOMER'S NAME	SERVICE ADDRESS	CITY	ZIP CODE	DATE POSTED	USAGE
02-2240-00	NORTHEAST WATER DISTRICT	223 S MAIN ST #A	VERSAILLES	40383	01/29/97	935.2
					02/26/97	912.5
					03/26/97	904.2
					04/28/97	838.3
					05/28/97	927.6
					06/26/97	962.5
					07/29/97	1023.3
					08/27/97	1448.3
					09/29/97	1030.6
					10/28/97	984.0
					11/25/97	1263.9
					12/29/97	692.7
TOTALS (count = 12)						11923.1

NUMBER OF ACCOUNTS LISTED: 1

NUMBER OF SERVICE HISTORY RECORDS LISTED: 12

TOTAL USAGE LISTED: 11923.1

MONTH	COUNT	AMOUNT
01/97	1	935.2
02/97	1	912.5
03/97	1	904.2
04/97	1	838.3
05/97	1	927.6
06/97	1	962.5
07/97	1	1023.3
08/97	1	1448.3
09/97	1	1030.6
10/97	1	984.0
11/97	1	1263.9
12/97	1	692.7
TOTALS	12	11923.1

1997

119,231,000 Gallons

PLN DATE: 01/04/00 13:46  
TERMINAL: 3

CITY OF VERSAILLES  
BILLING HISTORY FOR 01/1998 THRU 12/1998

SERVICE: WATER  
RATE TABLE: ALL  
ACCOUNT CLASS: ALL

ACCOUNT RANGE: 02-2240-00 THRU 02-2240-00  
TRACKING ITEM: USAGE  
usage converted

BEGINNING VALUE: -99999.9  
ENDING VALUE: 999999.9

ACCOUNT	CUSTOMER'S NAME	SERVICE ADDRESS	CITY	ZIP CODE	DATE POSTED	USAGE
02-2240-00	NORTHEAST WATER DISTRICT	223 S MAIN ST #A	VERSAILLES	40383	01/28/98	788.9
					02/26/98	1120.9
					03/27/98	499.9
					04/28/98	1045.8
					05/27/98	813.9
					06/26/98	1137.1
					07/29/98	1042.2
					08/27/98	1094.1
					09/28/98	1594.1
					10/28/98	1199.2
					11/30/98	977.6
					12/29/98	1109.7
TOTALS (count = 12)						12423.4

NUMBER OF ACCOUNTS LISTED: 1

NUMBER OF SERVICE HISTORY RECORDS LISTED: 12

TOTAL USAGE LISTED: 12423.4

MONTH	COUNT	AMOUNT
01/98	1	788.9
02/98	1	1120.9
03/98	1	499.9
04/98	1	1045.8
05/98	1	813.9
06/98	1	1137.1
07/98	1	1042.2
08/98	1	1094.1
09/98	1	1594.1
10/98	1	1199.2
11/98	1	977.6
12/98	1	1109.7
TOTALS	12	12423.4

12798

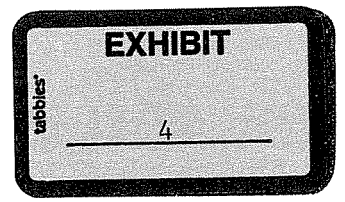
124,234,000 Gallons

2000 \$1.6m Issue  
 2001 \$9.8m Issue  
 2002 \$8.6m Issue  
 2005 \$8,221,362.61  
 Total Spent: 100% Done:

Category: Appropriated:  
Beginning Balance (Net of Reserve):

	2000	2001	2002	2005	Total Spent:	100% Done:
	Amount Spent on Plant & Main	Amount Spent on Plant & Main	Amount Spent on Plant & Main	Amount Spent on Plant & Main	Amount Spent on Plant & Main	
Water: Water Plant and Main to Town						
Water Plant Design	529,728.00	307,587.42	132,432.00	N/A	529,728.00	*
Raw Water Main Design	71,260.00	57,008.00	3,563.00	N/A	71,260.00	*
High Service Main Extension Design	23,198.00	13,918.80	1,159.90	N/A	23,198.00	*
WTP Expansion Site Surveys	7,500.00	7,500.00	N/A	N/A	7,500.00	*
High Svce. Main Extension Surveys	7,000.00	7,000.00	N/A	N/A	7,000.00	*
RWM-HSM Plan Profile Surveys	13,600.00	13,600.00	N/A	N/A	13,600.00	*
Water Plant Geotechnical Design	9,397.75	7,401.00	1,996.75	N/A	9,397.75	*
Distribution System Master Plan	27,444.00	27,444.00	N/A	N/A	27,444.00	*
Water Trmt. Plant Bidding	15,000.00	15,000.00	N/A	N/A	15,000.00	*
Water Plant Construction	9,987,211.61	N/A	6,714,127.36	2,604,985.62	10,024,504.01	*
Water Plant Construction Admin.	150,000.00	79,500.00	12,000.00	58,500.00	150,000.00	*
Water Plant Resident Inspection	168,000.00	77,000.11	13,999.95	76,999.94	168,000.00	*
Water Plant Geotechnical Construction	15,088.00	10,311.80	3,327.72	882.68	14,522.20	*
Water Plant Systems Integration	130,080.00	39,024.00	17,560.80	69,592.80	130,080.00	*
Water Plant Systems Integrn. Software	19,200.00	8,130.55	N/A	11,012.42	19,142.97	*
Water Line Construction (Vaughn Asphalt)	1,972,073.70	N/A	1,964,345.50	140,622.07	2,104,967.57	*
Water Main Easement Acquisition	2,000.00	N/A	2,328.75	N/A	2,000.00	*
Misc. (US 33-US 62 Connector)	553.93	553.93	N/A	N/A	553.93	*
Water Plant O&M Manual	20,000.00	N/A	N/A	19,000.00	20,000.00	*
Water Plant Furniture		N/A	N/A	1,759.89	1,759.89	*
Water Plant Computer Equipment		N/A	N/A	7,104.64	7,104.64	*
Water Plant Const. Admin. Ext. Services	7,500.00	N/A	N/A	7,500.00	7,500.00	*
Water Plant Concrete Testing		N/A	N/A	N/A	1,771.20	*
Water Plant Lagoon Fencing	2,754.00	N/A	N/A	N/A	2,754.00	*

Total Spent: Water Plant & Main: 13,178,588.99 414,569.15 395,562.11 8,836,206.96 2,999,960.06 714,818.63 13,361,116.91



*Northeast Woodford Water District  
Usage & Payment History  
January 2006 - July 2011*

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**6**

2011 Seq: 51-10117 Bill: 18095  
Dist: NORTHEAST WATER DISTRICT

Bank :  
Id:  
Loc: 223 SOUTH MAIN #A

Acct#: 5102224000

Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
01/15/2006	WATER	CHG	01/01/2006	0012		25,611.59	0000874842 000002
	UTILITY CHARGE	CHG	01/01/2006	0012		882.00	0000874842 000003
			01/01/2006				
	*Mtr Read Fr: 11/10/05 To: 12/13/05 CNS: <b>127939 A</b> = 12,793,900 Gallons						
	WATER	PAYMT	01/13/2006	UB1	312246.01	25,611.59-	0000883612 100000
	UTILITY CHARGE	PAYMT	01/13/2006	UB1	312246.01	882.00-	0000883612 100000
			11/16/2007				
	DELINQUENT NOTICE SENT						
			12/18/2007				
	DELINQUENT NOTICE SENT						

01/15/2006 Total= \$0.00

02/15/2006	WATER	CHG	02/01/2006	0001		24,007.39	0000893206 000002
	UTILITY CHARGE	CHG	02/01/2006	0001		826.89	0000893206 000003
			02/01/2006				
	*Mtr Read Fr: 12/13/05 To: 01/12/06 CNS: <b>119918 A</b> = 11,991,800 Gallons						
	WATER	PAYMT	02/08/2006	UB1	316120.01	24,007.39-	0000899996 100000
	UTILITY CHARGE	PAYMT	02/08/2006	UB1	316120.01	826.89-	0000899996 100000
			02/15/2006			Total=	\$0.00

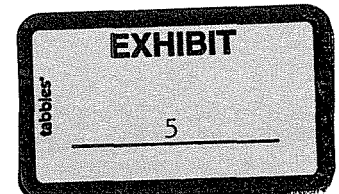
03/15/2006	WATER	CHG	03/01/2006	0002		23,491.19	0000911089 000002
	UTILITY CHARGE	CHG	03/01/2006	0002		809.16	0000911089 000003
			03/01/2006				
	*Mtr Read Fr: 01/12/06 To: 02/13/06 CNS: 117337 A = 11,733,700 Gallons						
	WATER	PAYMT	03/07/2006	UB1	321708.01	23,491.19-	0000916857 100000
	UTILITY CHARGE	PAYMT	03/07/2006	UB1	321708.01	809.16-	0000916857 100000
			03/15/2006			Total=	\$0.00

04/15/2006	WATER	CHG	04/01/2006	0003		26,242.99	0000928372 000002
	UTILITY CHARGE	CHG	04/01/2006	0003		903.69	0000928372 000003
			04/01/2006				
	*Mtr Read Fr: 02/13/06 To: 03/14/06 CNS: 131096 A = 13,104,600 Gallons						
	WATER	PAYMT	04/10/2006	UB1	328753.01	26,242.99-	0000935625 100000
	UTILITY CHARGE	PAYMT	04/10/2006	UB1	328753.01	903.69-	0000935625 100000
			04/15/2006			Total=	\$0.00

05/15/2006	WATER	CHG	05/01/2006	0004		25,223.59	0000946609 000002
	UTILITY CHARGE	CHG	05/01/2006	0004		868.67	0000946609 000003
			05/01/2006				
	*Mtr Read Fr: 03/14/06 To: 04/12/06 CNS: 125999 A = 12,599,900 Gallons						
	WATER	PAYMT	05/11/2006	UB1	335865.01	25,223.59-	0000955014 100000
	UTILITY CHARGE	PAYMT	05/11/2006	UB1	335865.01	868.67-	0000955014 100000
			05/15/2006			Total=	\$0.00

06/15/2006	WATER	CHG	06/01/2006	0005		26,236.39	0000964867 000002
	UTILITY CHARGE	CHG	06/01/2006	0005		903.46	0000964867 000003
			06/01/2006				
	*Mtr Read Fr: 04/12/06 To: 05/12/06 CNS: 131063 A = 13,106,300 Gallons						
	WATER	PAYMT	06/15/2006	UB1	343735.01	26,236.39-	0000975136 100000
	UTILITY CHARGE	PAYMT	06/15/2006	UB1	343735.01	903.46-	0000975136 100000
			06/15/2006			Total=	\$0.00

07/15/2006	WATER	CHG	07/01/2006	0006		30,949.35	0000983213 000002
	UTILITY CHARGE	CHG	07/01/2006	0006		1,057.46	0000983213 000003



Continued

2011 Seq: 51-10117 Bill: 18095 Bank :  
 er: NORTHEAST WATER DISTRICT Id:  
 Loc: 223 SOUTH MAIN #A  
 #: 5102224000

Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
07/01/2006							
*Mtr Read Fr: 05/12/06 To: 06/13/06 CNS: 153479 A = 15,347,900 Gallons							
	WATER	PAYMT	07/10/2006	UB1	347299.01	30,949.35-	0000990148 100000
	UTILITY CHARGE	PAYMT	07/10/2006	UB1	347299.01	1,057.46-	0000990148 100000
07/15/2006 Total=						\$0.00	
08/15/2006	WATER	CHG	08/01/2006	0007		33,771.15	0001000959 000002
	UTILITY CHARGE	CHG	08/01/2006	0007		1,174.54	0001000959 000003
08/01/2006							
*Mtr Read Fr: 06/13/06 To: 07/13/06 CNS: 167588 A = 16,758,300 Gallons							
	WATER	PAYMT	08/14/2006	UB1	356064.01	33,771.15-	0001010862 100000
	UTILITY CHARGE	PAYMT	08/14/2006	UB1	356064.01	1,174.54-	0001010862 100000
08/15/2006 Total=						\$0.00	
09/15/2006	WATER	CHG	09/01/2006	0008		36,908.55	0001019497 000002
	UTILITY CHARGE	CHG	09/01/2006	0008		1,284.20	0001019497 000003
09/01/2006							
*Mtr Read Fr: 07/13/06 To: 08/14/06 CNS: 183275 A = 18,327,500 Gallons							
	WATER	PAYMT	09/14/2006	UB1	362062.01	36,908.55-	0001028526 100000
	UTILITY CHARGE	PAYMT	09/14/2006	UB1	362062.01	1,284.20-	0001028526 100000
09/15/2006 Total=						\$0.00	
10/15/2006	WATER	CHG	10/01/2006	0009		33,353.55	0001036350 000002
	UTILITY CHARGE	CHG	10/01/2006	0009		1,159.95	0001036350 000003
10/01/2006							
*Mtr Read Fr: 08/14/06 To: 09/13/06 CNS: 165500 A = 16,550,000 Gallons							
	WATER	PAYMT	10/11/2006	UB1	366603.01	33,353.55-	0001047837 100000
	UTILITY CHARGE	PAYMT	10/11/2006	UB1	366603.01	1,159.95-	0001047837 100000
10/15/2006 Total=						\$0.00	
11/15/2006	WATER	CHG	11/01/2006	0010		28,229.15	0001059527 000002
	UTILITY CHARGE	CHG	11/01/2006	0010		980.85	0001059527 000003
11/01/2006							
*Mtr Read Fr: 09/13/06 To: 10/12/06 CNS: 139878 A = 13,987,800 Gallons							
	WATER	PAYMT	11/08/2006	UB1	374461.01	28,229.15-	0001067976 100000
	UTILITY CHARGE	PAYMT	11/08/2006	UB1	374461.01	980.85-	0001067976 100000
11/15/2006 Total=						\$0.00	
12/15/2006	WATER	CHG	12/01/2006	0011		31,624.55	0001079371 000002
12/01/2006							
*Mtr Read Fr: 10/12/06 To: 11/14/06 CNS: 156855 A = 15,685,500 Gallons							
	WATER	PAYMT	12/13/2006	UB1	382754.01	31,624.55-	0001088224 100000
12/15/2006 Total=						\$0.00	
01/15/2007	WATER	CHG	01/01/2007	0012		24,263.55	0001096466 000002
01/01/2007							
*Mtr Read Fr: 11/14/06 To: 12/12/06 CNS: 120050 A = 12,005,000 Gallons							
	WATER	PAYMT	01/12/2007	UB1	388995.01	24,263.55-	0001105788 100000
01/15/2007 Total=						\$0.00	
02/15/2007	WATER	CHG	02/01/2007	0001		21,330.15	0001114679 000002
02/01/2007							
*Mtr Read Fr: 12/12/06 To: 01/11/07 CNS: 105383 A = 10,538,300 Gallons							
	WATER PENALTY	CHG	02/16/2007	PEN		2,133.02	0001126033 000001
	WATER	PAYMT	02/21/2007	UB1	396904.01	21,330.15-	0001132363 100000

~~171,992,700~~



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2011 Seq: 51-10117 Bill: 18095 Bank :  
Owner: NORTHEAST WATER DISTRICT Id:  
Loc: 223 SOUTH MAIN #A

Act#: 5102224000

Post Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
02/15/2007	WATER PENALTY	PAYMT	03/14/2007	UB1	401036.01	2,133.02-	0001143012 100000
				02/15/2007 Total=		\$0.00	
03/15/2007	WATER	CHG	03/01/2007	0002		24,236.75	0001134348 000002
			03/01/2007				
	*Mtr Read Fr:		01/11/07 To: 02/13/07	CNS: 119916 A		= 11,991,600 Gallons	
	WATER	PAYMT	03/14/2007	UB1	401036.01	24,236.75-	0001143012 100001
				03/15/2007 Total=		\$0.00	
04/15/2007	WATER	CHG	04/01/2007	0003		22,732.55	0001151842 000002
			04/01/2007				
	*Mtr Read Fr:		02/13/07 To: 03/13/07	CNS: 112395 A		= 11,239,500 Gallons	
	WATER	PAYMT	04/12/2007	UB1	406930.01	22,732.55-	0001160571 100000
				04/15/2007 Total=		\$0.00	
05/15/2007	WATER	CHG	05/01/2007	0004		22,738.15	0001170273 000002
			05/01/2007				
	*Mtr Read Fr:		03/13/07 To: 04/12/07	CNS: 112423 A		= 11,242,300 Gallons	
	WATER	PAYMT	05/11/2007	UB1	413250.01	22,738.15-	0001179419 100000
				05/15/2007 Total=		\$0.00	
06/15/2007	WATER	CHG	06/01/2007	0005		22,901.55	0001189857 000002
			06/01/2007				
	*Mtr Read Fr:		04/12/07 To: 05/11/07	CNS: 113240 A		= 11,324,000 Gallons	
	WATER	PAYMT	06/14/2007	UB1	420017.01	22,901.55-	0001199005 100000
				06/15/2007 Total=		\$0.00	
07/15/2007	WATER	CHG	07/01/2007	0006		43,071.16	0001207646 000002
			07/01/2007				
	*Mtr Read Fr:		05/11/07 To: 06/19/07	CNS: 195778 A		= 19,577,800 Gallons	
	WATER	PAYMT	07/12/2007	UB1	426063.01	43,071.16-	0001216589 100000
				07/15/2007 Total=		\$0.00	
08/15/2007	WATER	CHG	08/01/2007	0007		44,851.62	0001226486 000002
			08/01/2007				
	*Mtr Read Fr:		06/19/07 To: 07/13/07	CNS: 203871 A		= 20,387,100 Gallons	
	WATER	PAYMT	08/09/2007	UB1	431050.01	44,851.62-	0001234265 100000
				08/15/2007 Total=		\$0.00	
09/15/2007	WATER	CHG	09/01/2007	0008		43,889.12	0001244852 000002
			09/01/2007				
	*Mtr Read Fr:		07/13/07 To: 08/14/07	CNS: 199496 A		= 19,949,600 Gallons	
	WATER	PAYMT	09/11/2007	UB1	437712.01	43,889.12-	0001252560 100000
				09/15/2007 Total=		\$0.00	
10/15/2007	WATER	CHG	10/01/2007	0009		43,907.16	0001262179 000002
			10/01/2007				
	*Mtr Read Fr:		08/14/07 To: 09/13/07	CNS: 199578 A		= 19,957,800 Gallons	
	WATER	PAYMT	10/11/2007	UB1	443493.01	43,907.16-	0001273628 100000
				10/15/2007 Total=		\$0.00	
11/15/2007	WATER	CHG	11/01/2007	0010		39,093.78	0001286198 000002
			11/01/2007				
	*Mtr Read Fr:		09/13/07 To: 10/12/07	CNS: 177699 A		= 17,769,900 Gallons	
	WATER PENALTY	CHG	11/16/2007	PEN		3,909.38	0001298586 000001
	WATER	PAYMT	11/19/2007	UB1	455942.01	39,093.78-	0001304158 100000
	WATER PENALTY	PAYMT	12/11/2007	UB1	459218.01	3,909.38-	0001314058 100000

Continued

2011 Seq: 51-10117 Bill: 18095 Bank :  
Number: NORTHEAST WATER DISTRICT Id:  
Loc: 223 SOUTH MAIN #A  
Acct#: 5102224000

st	Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
11/15/2007		WATER PENALTY	ADJ	01/22/2008	RBA		3,909.38-	0001339741 000001
		PER BRUCE SOUTHWORTH						
		WATER PENALTY	XFER	02/01/2008	0001	459218.01	3,909.38	0001341757 000001
				11/15/2007	Total=		\$0.00	
12/15/2007		WATER	CHG	12/01/2007	0011		35,659.36	0001306426 000002
				12/01/2007				
		*Mtr Read Fr:		10/12/07	To: 11/14/07	CNS: 162088 A	= 16,208,800 Gallons	
		WATER	PAYMT	12/11/2007	UB1	459218.01	31,749.98-	0001314058 100001
		WATER	PAYMT	01/11/2008	UB1	466696.01	3,909.38-	0001332856 100000
				12/15/2007	Total=		\$0.00	
01/15/2008		WATER	CHG	01/01/2008	0012		25,731.42	0001323568 000002
				01/01/2008				
		*Mtr Read Fr:		11/14/07	To: 12/11/07	CNS: 116961 A	= 11,696,100 Gallons	
		WATER	PAYMT	01/11/2008	UB1	466696.01	25,731.42-	0001332856 100001
				01/15/2008	Total=		\$0.00	
02/15/2008		WATER	XFER	02/01/2008	0001	459218.01	3,909.38-	0001341757 000002
		WATER	CHG	02/01/2008	0001		22,887.48	0001347044 000002
				02/01/2008				
		*Mtr Read Fr:		12/11/07	To: 01/14/08	CNS: 104034 A	= 10,403,400 Gallons	
		WATER	PAYMT	02/12/2008	UB1	471874.01	18,978.10-	0001355496 100000
				02/15/2008	Total=		\$0.00	
03/15/2008		WATER	CHG	03/01/2008	0002		40,114.36	0001365367 000002
				03/01/2008				
		*Mtr Read Fr:		01/14/08	To: 02/11/08	CNS: 182338 A	= 18,233,800 Gallons	
		WATER	PAYMT	03/13/2008	UB1	479611.01	40,114.36-	0001374629 100000
				03/15/2008	Total=		\$0.00	
04/15/2008		WATER	CHG	04/01/2008	0003		27,248.32	0001382912 000002
				04/01/2008				
		*Mtr Read Fr:		02/11/08	To: 03/12/08	CNS: 123856 A	= 12,385,600 Gallons	
		WATER	PAYMT	04/14/2008	UB1	485947.01	27,248.32-	0001392420 100000
				04/15/2008	Total=		\$0.00	
05/15/2008		WATER	CHG	05/01/2008	0004		33,085.50	0001403361 000002
				05/01/2008				
		*Mtr Read Fr:		03/12/08	To: 04/15/08	CNS: 146396 A	= 14,639,600 Gallons	
		WATER	PAYMT	05/12/2008	UB1	490914.01	33,085.50-	0001411309 100000
				05/15/2008	Total=		\$0.00	
06/15/2008		WATER	CHG	06/01/2008	0005		30,091.45	0001422652 000002
				06/01/2008				
		*Mtr Read Fr:		04/15/08	To: 05/13/08	CNS: 133148 A	= 13,314,800 Gallons	
		WATER	PAYMT	06/12/2008	UB1	498373.01	30,091.45-	0001432490 100000
				06/15/2008	Total=		\$0.00	
07/15/2008		WATER	CHG	07/01/2008	0006		37,264.46	0001442657 000002
				07/01/2008				
		*Mtr Read Fr:		05/13/08	To: 06/12/08	CNS: 164887 A	= 16,488,700 Gallons	
		WATER	PAYMT	07/16/2008	UB1	506495.01	37,264.46-	0001453394 100000
				07/15/2008	Total=		\$0.00	
08/15/2008		WATER	CHG	08/01/2008	0007		37,506.06	0001463312 000002
				08/01/2008				

\* Continued

2011 Seq: 51-10117 Bill: 18095 Bank :  
 Number: NORTHEAST WATER DISTRICT Id:  
 Loc: 223 SOUTH MAIN #A  
 Acct#: 5102224000

Inst Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
*Mtr Read Fr: 06/12/08 To: 07/14/08 CNS: 165956 A = 16,595,600 Gallons							
	WATER	PAYMT	08/14/2008	UB1	512107.01	37,506.06-	0001473676 100000
			08/15/2008	Total=		\$0.00	
09/15/2008	WATER	CHG	09/01/2008	0008		48,220.94	0001483632 000002
			09/01/2008				
*Mtr Read Fr: 07/14/08 To: 08/12/08 CNS: 213367 A = 21,336,700 Gallons							
	WATER	PAYMT	09/12/2008	UB1	518214.01	48,220.94-	0001493094 100000
			09/15/2008	Total=		\$0.00	
10/15/2008	WATER	CHG	10/01/2008	0009		49,439.76	0001507559 000002
			10/01/2008				
*Mtr Read Fr: 08/12/08 To: 09/16/08 CNS: 218760 A = 21,876,000 Gallons							
	WATER	PAYMT	10/10/2008	UB1	523118.01	49,439.76-	0001515431 100000
			10/15/2008	Total=		\$0.00	
11/15/2008	WATER	CHG	11/01/2008	0010		44,357.02	0001530412 000002
			11/01/2008				
*Mtr Read Fr: 09/16/08 To: 10/16/08 CNS: 196270 A = 19,627,000 Gallons							
	WATER	PAYMT	11/13/2008	UB1	534072.01	44,357.02-	0001540618 100000
			11/15/2008	Total=		\$0.00	
12/15/2008	WATER	CHG	12/01/2008	0011		35,219.84	0001550729 000002
			12/01/2008				
*Mtr Read Fr: 10/16/08 To: 11/18/08 CNS: 155840 A = 15,584,000 Gallons							
	WATER	PAYMT	12/15/2008	UB1	540698.01	35,219.84-	0001560009 100000
			12/15/2008	Total=		\$0.00	
01/15/2009	WATER	CHG	01/01/2009	0012		26,701.90	0001570356 000002
			01/01/2009				
*Mtr Read Fr: 11/18/08 To: 12/10/08 CNS: 118150 A = 11,815,000 Gallons							
	WATER	PAYMT	01/13/2009	UB1	546560.01	26,701.90-	0001579483 100000
			01/15/2009	Total=		\$0.00	
02/15/2009	WATER	CHG	02/01/2009	0001		35,093.96	0001590574 000002
			02/01/2009				
*Mtr Read Fr: 12/10/08 To: 01/13/09 CNS: 155283 A = 15,528,300 Gallons							
	WATER	PAYMT	02/13/2009	UB1	553882.01	35,093.96-	0001601180 100000
			02/15/2009	Total=		\$0.00	
03/15/2009	WATER	CHG	03/01/2009	0002		31,521.35	0001610595 000002
			03/01/2009				
*Mtr Read Fr: 01/13/09 To: 02/11/09 CNS: 139475 A = 13,947,500 Gallons							
	WATER	PAYMT	03/13/2009	UB1	559629.01	31,521.35-	0001619699 100000
			03/15/2009	Total=		\$0.00	
04/15/2009	WATER	CHG	04/01/2009	0003		28,026.26	0001629527 000002
			04/01/2009				
*Mtr Read Fr: 02/11/09 To: 03/12/09 CNS: 124010 A = 12,401,000 Gallons							
	WATER	PAYMT	04/14/2009	UB1	566402.01	28,026.26-	0001639441 100000
			04/15/2009	Total=		\$0.00	
05/15/2009	WATER	CHG	05/01/2009	0004		28,423.79	0001650253 000002
			05/01/2009				
*Mtr Read Fr: 03/12/09 To: 04/14/09 CNS: 125769 A = 12,576,900 Gallons							
	WATER	PAYMT	05/11/2009	UB1	571246.01	28,423.79-	0001658546 100000
			05/15/2009	Total=		\$0.00	

151,840,000  
~~+32,417,700~~

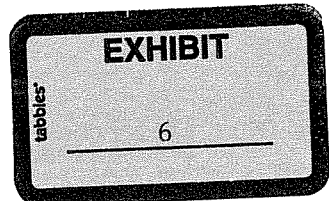
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2011 Seq: 51-10117 Bill: 18095 Bank :  
Number: NORTHEAST WATER DISTRICT Id:  
Loc: 223 SOUTH MAIN #A  
Account#: 5102224000

Inst Due Dt	Purpose	Type	Tran Dt	Batch	Rec/Ref#	Amount	Trans No / Seq
12/15/2010 Total=							\$0.00
01/15/2011	WATER	CHG	01/01/2011	0012		35,020.06	0002066120 000001
			01/01/2011				
	*Mtr Read Fr:		11/12/10	To: 12/22/10	CNS: 154956 A	= 15,495,600 Gallons	
	WATER	PAYMT	01/13/2011	UB1	707698.01	35,020.06-	0002075607 100000
01/15/2011 Total=							\$0.00
02/15/2011	WATER	CHG	02/01/2011	0001		23,594.85	0002085962 000001
			02/01/2011				
	*Mtr Read Fr:		12/22/10	To: 01/18/11	CNS: 104402 A	= 10,440,200 Gallons	
	WATER	PAYMT	02/11/2011	UB1	713252.01	23,594.85-	0002094939 100000
02/15/2011 Total=							\$0.00
03/15/2011	WATER	CHG	03/01/2011	0002		25,604.67	0002112456 000001
			03/01/2011				
	*Mtr Read Fr:		01/18/11	To: 02/17/11	CNS: 113295 A	= 11,329,500 Gallons	
	WATER	PAYMT	03/10/2011	UB1	718713.01	25,604.67-	0002119396 100000
03/15/2011 Total=							\$0.00
04/15/2011	WATER	CHG	04/01/2011	0003		20,191.74	0002131413 000001
			04/01/2011				
	*Mtr Read Fr:		02/17/11	To: 03/15/11	CNS: 89344 A	= 8,934,400 Gallons	
	WATER	PAYMT	04/11/2011	UB1	725076.01	20,191.74-	0002139033 100000
04/15/2011 Total=							\$0.00
05/15/2011	WATER	CHG	05/01/2011	0004		28,664.48	0002151746 000001
			05/01/2011				
	*Mtr Read Fr:		03/15/11	To: 04/19/11	CNS: 126834 A	= 12,683,400 Gallons	
	WATER	PAYMT	05/11/2011	UB1	732132.01	28,664.48-	0002160052 100000
05/15/2011 Total=							\$0.00
06/15/2011	WATER	CHG	06/01/2011	0005		18,927.73	0002173152 000001
			06/01/2011				
	*Mtr Read Fr:		04/19/11	To: 05/11/11	CNS: 83751 A	= 8,375,100 Gallons	
	WATER	PAYMT	06/09/2011	UB1	738281.01	18,927.73-	0002180629 100000
06/15/2011 Total=							\$0.00
07/15/2011	WATER	CHG	07/01/2011	0006		36,231.42	0002193176 000001
			07/01/2011				
	*Mtr Read Fr:		05/11/11	To: 06/14/11	CNS: 160316 A	= 16,031,600 Gallons	
	WATER	PAYMT	07/11/2011	UB1	744532.01	36,231.42-	0002200485 100000
07/15/2011 Total=							\$0.00
Inst Total=							\$0.00
Bill Total=							\$0.00

67,258,200

	January	February	March	April	May	June	July	August	September	October	November	December	
Sold	63,403,000	67,972,000	58,543,000	51,724,000	67,002,500	90,106,000	75,507,000	83,549,000	72,980,000	68,011,000	70,768,000	65,018,000	347,139,000
2001	64,733,000	61,307,000	50,558,000	68,314,000	75,126,000	81,019,000	79,418,000	83,577,000	83,407,000	81,707,000	97,286,000	68,667,000	395,119,000
Sold													2001
2002	61,296,000	60,585,000	57,496,000	55,303,000	78,519,000	77,528,000	91,380,000	109,294,000	78,527,000	71,970,000	65,292,000	56,817,000	864,007,000
Sold													2002
2003	52,351,000	63,780,000	62,567,000	64,976,000	63,753,000	75,499,000	83,754,000	74,763,000	74,032,000	64,904,000	62,664,000	54,340,000	797,383,000
Sold													2003
2004	66,931,000	56,649,000	47,521,000	54,673,000	64,349,000	70,693,000	63,224,000	66,499,000	74,207,000	74,638,000	70,235,000	56,233,000	765,852,000
Sold													2004
2005	65,113,000	62,907,000	54,130,000	70,211,000	61,738,000	88,950,000	84,759,000	97,185,000	77,394,000	75,949,000	68,891,000	63,150,000	870,377,000
Sold													2005
2006	63,197,600	72,147,200	66,430,400	71,402,800	75,586,600	81,931,300	90,595,800	92,084,800	84,961,800	73,928,100	75,064,900	62,497,300	909,828,600
Sold													2006
2007	65,221,200	71,725,100	67,178,500	69,712,200	69,652,400	100,914,700	94,626,700	95,622,300	89,966,800	88,246,100	77,983,300	62,976,600	953,825,900
Sold													2007
2008	69,120,500	75,320,100	64,605,500	72,644,900	68,303,300	83,257,700	86,438,100	87,101,900	97,061,000	85,958,900	73,439,900	60,122,100	923,373,900
Sold													2008
2009	76,263,400	62,575,700	60,617,800	66,577,800	62,011,700	79,743,700	74,278,200	72,605,100	73,172,400	66,502,900	58,165,400	63,380,600	815,894,700
Sold													2009
2010	73,518,300	65,822,200	56,271,100	67,077,800	63,507,700	85,411,100	67,625,100	81,490,600	92,044,200	86,871,500	73,811,200	67,564,400	881,015,200
Sold													2010
2011	63,242,900	55,749,900	60,503,000	62,940,600	56,413,000	84,413,500	61,577,100	71,577,100	81,577,100	91,577,100	101,577,100	111,577,100	1,665,449,300
Sold													2011
													As a Pctg.:
													19%
													16%
													20%
													19%
													18%





COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PROPOSED REVISION OF RULES )  
REGARDING THE PROVISION OF )  
WHOLESALE WATER SERVICE BY THE ) CASE NO. 2011-00419  
CITY OF VERSAILLES TO NORTHEAST )  
WOODFORD WATER DISTRICT )

TESTIMONY OF BART MILLER, PUBLIC WORKS DIRECTOR  
CITY OF VERSAILLES

Now comes Bart Miller, being first duly sworn, who testifies as follows:

1. My name is Bart Miller and I am the Public Works Director for the City of Versailles, Kentucky. I have been the Public Works Director for the City of Versailles since October 1, 2011.

2. In my capacity as Public Works Director for the City of Versailles, I am the keeper of various city records, including that certain letter dated August 28, 2001 from Vicky Ray, Manager of the Drinking Water Branch, Division of Water, Kentucky Natural Resources and Environmental Protection Cabinet to Jason Walton, Superintendent of the Versailles Water System attached hereto as Exhibit 1. This document has been kept by me and my predecessors in the usual course and scope of our work.

3. The City of Versailles owns and operates a potable water treatment plant and sells drinking water to its own customers and to wholesale customers, such as the Northeast Woodford Water District.

4. The Northeast Woodford Water District purchases more potable water from the City of Versailles than any other customer.

5. The City of Versailles and the Northeast Woodford Water District entered into a written contract dated May 17, 1966 by which the City agreed to furnish the District such quantity of potable water as may be required by the District, not to exceed five million gallons per month. This contract was for an original term of 40 years (through 5/16/ 2006), unless renewed or extended.

6. On August 3, 1994, the City of Versailles and the Northeast Woodford Water District entered into a written Amendment to Water Purchase Contract that modified the original 5/17/1966 contract by increasing the maximum limit of water available to the District from 5,000,000 to 15,000,000 gallons per month and extending the term of the contract for a period of thirty (30) years from the original termination date (through 5/16/2036).

7. The Northeast Woodford Water District's purchases of potable water from the City of Versailles for the period 1995 through 1999 were:

<u>Year</u>	<u>Total Gallons</u>	<u>Avg. Monthly</u>
1995	116,381,000	9,698,417
1996	114,408,000	9,534,000
1997	119,231,000	9,935,917
1998	124,234,000	10,352,833
1999	131,946,000	10,995,500

8. By letter dated August 28, 2001, copy attached as Exhibit 1, the Manager of the Drinking Water Branch of the Division of Water, notified the City that the City's production of potable drinking water was approaching the design capacity of its water



treatment plant and advised the City of the sanctions that would be imposed unless the City addressed its potential shortfall of supply.

9. The City was already taking action to expand the capacity of its water treatment plant at the time the notification was received from the Drinking Water Branch. From 2000 through 2005, the City spent a total of \$ 13,361,116.91 upgrading its water treatment plant and main water supply line. The City's decision to incur these expenses was based, in part, upon its obligation to supply the Northeast Woodford Water District with up to 15 million gallons of water each month through May 15, 2036.

10. From 2006 through 2010, the Northeast Woodford Water District purchased the following amounts of potable water from the City representing from 16% to 20% of the City's total production of potable water:

<u>Year</u>	<u>Total Gallons</u>	<u>Avg. Monthly</u>	<u>% of City's Total Production</u>
2006	171,992,700	14,332,725	19%
2007	182,191,700	15,181,808	19%
2008	151,840,000	12,653,333	16%
2009	159,461,900	13,288,492	20%
2010	166,549,300	13,879,108	19%

I determined the applicable percentage of the City's total production by using the records of the City Clerk which are identified as Exhibits 5 and 6 to the City Clerk's testimony in this proceeding.

11. Although the contract between the parties limits the City's obligation to provide water to the Northeast Woodford Water District to 15 million gallons per month, the City has never failed to meet the requirements of the Northeast Woodford Water

District when its requirements exceeded 15 million gallons per month. The City has provided the Northeast Woodford Water District with more than 21 million gallons of water in a single month.

12. The City of Versailles remains ready and able to supply the potable water requirements of the Northeast Woodford Water District.

13. The Northeast Woodford Water District has obtained a grant for the purpose of obtaining potable water from an alternate source in the event of an emergency. The Northeast Woodford Water District has utilized those grant monies to connect to the City of Frankfort's potable water distribution system. The rate charged to wholesale customers by the City of Frankfort is lower than the rate charged by the City of Versailles.

14. If the Northeast Woodford Water District begins obtaining its potable water needs from the City of Frankfort, the City of Versailles will be adversely affected by the reduction in revenues from the sale of drinking water. Such reduction in revenues will adversely affect the City's ability to pay the cost of the bonds incurred for the design and construction of the City's water treatment plant and the costs of maintaining the water treatment plant. Such reduction in revenues would require the City to raise the rates charged to its remaining customers in order to meet its financial obligations.

15. Any purchases of potable water from another provider by the Northeast Woodford Water District in any month before the District purchases 15 million gallons from the City of Versailles would be a breach of the written agreements between the District and the City upon which the City has relied in its planning through at least year 2036.

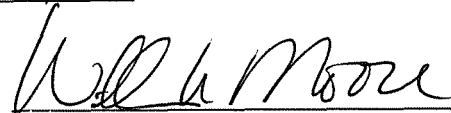
Further Affiant saith not.



BART MILLER  
PUBLIC WORKS DIRECTOR  
196 South Main Street  
Versailles, KY 40383  
Tel (859) 873-5436

Subscribed and sworn to before me by Bart Miller on this 15<sup>th</sup> day of November,  
2011.

My Commission expires: March 20, 2014.



NOTARY PUBLIC, STATE AT LARGE

Save

(2)

JAMES E. BICKFORD  
SECRETARY

PAUL E. PATTON  
GOVERNOR



COMMONWEALTH OF KENTUCKY  
**NATURAL RESOURCES AND ENVIRONMENTAL PROTECTION CABINET**  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION  
FRANKFORT OFFICE PARK  
14 REILLY RD  
FRANKFORT KY 40601

August 28, 2001

Mr. Jason Walton, Superintendent  
Versailles Water System  
196 South Main  
Versailles, KY 41383

RE: PWSID #1200439  
Versailles Water Treatment Plant

Dear Mr. Walton:

This letter is to advise that the Drinking Water Branch (DWB) has been monitoring the water production operations at the Versailles water treatment plant (WTP). The WTP's design capacity is limited to 3,456,000 gpd due to the current rating of the plant's raw water pump, four high service filters, and high service pump. The city of Versailles also has a contract to purchase two million gallons of water per day (gpd) from Kentucky-American Water Company. Combined with the purchase agreement, the quantity of drinking water available to the city is 5,456,000 gpd.

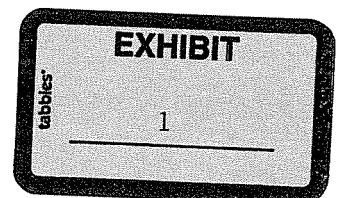
Monthly operating reports for the period July 2000 through June 2001 indicate that the Versailles WTP's average daily production is 2,954,305 gallons per day (gpd). This average represents 85.48% of the plant's operational capacity. During seven (7) months of this period, the plant's production level exceeded 85% of design capacity. Four (4) of those monthly production levels equaled or exceeded 90%. A copy of the computations is enclosed.

Line extension sanctions are normally issued when the average daily production rate exceeds 85% of a WTP's design capacity. A line extension sanction prohibits any water line extension that increases the demand on the water supply but does not prohibit extensions for the purpose of improving flows and pressures in the distribution system. It does not prohibit the connection of customers to existing water lines. When this rate reaches 95% of capacity, the DWB considers imposing a tap-on sanction on the system. A tap-on sanction prohibits the connection of any new customers to the water system. Sanctions are lifted when the supply (capacity) problems that necessitated their imposition are corrected.

Given that the WTP filters cannot exceed 5 gpm/ft<sup>2</sup>, the city must monitor the operations at the WTP and supplement the system's demand by either purchasing water or other means to ensure that the current customers have a reliable source of available drinking water. The DWB will continue to monitor the situation. Should the system exceed either the 85% of the water available to the system or the approved filter rate and not supplement the demand, sanctions may be imposed.



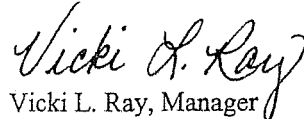
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The DWB is available upon request, to provide Versailles with technical assistance in relation to this matter. The city may enter into a voluntary agreement with the DOW in order to develop a proactive plan. During the monitoring period, we encourage the city to inform us of its progress. In these ways, Versailles should be able to proactively plan its future growth so that anticipated customer demand will not exceed the ability of the system to provide service to its customers.

If you have any questions, please contact Bill Averell or Donna Marlin at (502) 564-3410, extensions 556 or 541, respectively.

Sincerely,



Vicki L. Ray, Manager  
Drinking Water Branch  
Division of Water

VLR:DSM:wha

Enclosure

c: Woodford County Health Department  
Division of Plumbing  
GRW Engineers  
Frankfort Regional Office  
Drinking Water Branch Files

Year/Month Total Production # Days/month Average gpd/month Design Cap % DC Peak Demand  
 07/01/00-06/30/01

Year/Month	Total Production	# Days/month	Average gpd/month	Design Cap	% DC	Peak Demand
July	96,819,150	31	3,123,198.39	3,456,000	90%	3,648,000
August	92,820,000	31	2,994,193.55	3,456,000	87%	3,636,000
September	86,568,250	30	2,885,608.33	3,456,000	83%	3,276,000
October	92,674,500	31	2,989,500.00	3,456,000	87%	3,802,500
November	84,286,500	30	2,809,550.00	3,456,000	81%	3,276,000
December	84,637,500	31	2,730,241.94	3,456,000	79%	3,276,000
January	93,230,280	31	3,007,428.39	3,456,000	87.02%	3,242,640
February	67,855,440	28	2,423,408.57	3,456,000	70.12%	3,130,560
March	82,390,200	31	2,657,748.39	3,456,000	76.90%	3,031,200
April	97,052,150	30	3,235,071.67	3,456,000	93.61%	4,078,080
May	105,718,340	31	3,410,269.03	3,456,000	98.68%	4,095,360
June	95,563,560	30	3,185,452.00	3,456,000	92.17%	3,816,000
<b>TOTALS:</b>	<b>1,079,615,870</b>		<b>35,451,670.25</b>	<b>41,472,000</b>		

35,451,670.25  
 12 months  
 2954305.854 3,456,000 85.48% design capacity