

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

PROPOSED ADJUSTMENT OF THE WHOLESALE)	CASE NO.
WATER SERVICE RATES OF LEBANON WATER)	2017-00417
WORKS)	

**MARION COUNTY WATER DISTRICT'S
POST-HEARING DATA REQUESTS PROPOUNED UPON
LEBANON WATER WORKS COMPANY, INC.**

Comes now Marion County Water District (“Marion District”), pursuant to the June 20, 2018 Order of the Kentucky Public Service Commission, and hereby addresses the following Post-Hearing Information Requests to the Lebanon Water Works Company, Inc. (“Company”) to be answered by June 27, 2018, and in accordance with the following instructions:

I. DEFINITIONS AND INSTRUCTIONS

1. With respect to each discovery request, all information is to be divulged that is within the knowledge, possession or control of the parties to whom it is addressed, including their agents, employees, advisors, consultants, attorneys and/or investigators.
2. Please identify the witness(es) who will be prepared to answer questions concerning each request.
3. These requests shall be deemed continuing so as to require further and supplemental responses if the company receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted hereon.
4. All answers must be separately and fully stated in writing under oath.

5. Where a Request for Information calls for an answer in more than one part, each part should be separated in the answer so that the answer is clearly understandable.

6. For purpose of these discovery requests, the following terms shall have meanings set forth below:

- (a) As used herein, “document,” “documentation” and/or “record,” whether stated as the singular or the plural, means any course of binders, book, pamphlet, periodical, letter, correspondence, memoranda, including but not limited to, any memorandum or report of a meeting or telephone or other conversation, invoice, account, credit memo, debit memo, financial statement, general ledger, ledger, journal, work papers, account work papers, report, diary, telegram, record, contract, agreement, study, draft, telex, handwritten or other note, sketch, picture, photograph, plan, chart, paper, graph, index, tape, data processing card, data processing disc, data cells or sheet, check acceptance draft, e-mail, studies, analyses, contracts, estimates, summaries, statistical statements, analytical records, reports and/or summaries of investigations, opinions or reports of consultants, opinions or reports of accountants, trade letters, comparisons, brochures, pamphlets, circulars, bulletins, notices, forecasts, electronic communication, printouts, all other data compilations from which information can be obtained (translated if necessary by defendants into usable form), any preliminary versions, drafts or revisions of any of the foregoing, and/or any other written, recorded, transcribed, punched, taped, filmed or graphic matter, however produced or reproduced and regardless

of origin or location, in the possession, custody and/or control of the defendant and/or their agents, accountants, employees, representatives and/or attorneys. "Document" and "record" also mean all copies of documents by whatever means made, if the copy bears any other markings or notations not found on the original.

- (b) The terms "relating to," "referring to," "referred to," "pertaining to," "pertained to" and "relates to" means referring to, reporting, embodying, establishing, evidencing, comprising, connected with, commenting on, responding to, showing, describing, analyzing, reflecting, presenting and/or constituting and/or in any way involving.
- (c) The terms "and," "or," and "and/or" within the meaning of this document shall include each other and shall be both inclusive and disjunctive and shall be construed to require production of all documents, as above-described, in the broadest possible fashion and manner.
- (d) The term "Company" shall mean the Lebanon Water Works Company, Inc., and shall include, but is not limited to, each and every agent, employee, servant, advisor, consultant, insurer and/or attorney of Company. The term "you" shall be deemed to refer to Company.
- (e) The term "Commission" shall mean the Kentucky Public Service Commission.
- (f) The term "Marion District" shall mean Marion County Water District, its employees, agents, officers, directors and representatives.
- (g) To "identify" shall mean:

- (1) With respect to a document, to state its date, its author, its type (for example, letter, memorandum, chart, photograph, sound reproduction, etc.), its subject matter, its present location, and the name of its present custodian. The document may be produced in lieu of supplying the foregoing information. For each document which contains information as privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
 - (2) With regard to a natural person, to state his or her full name, last known employer or business affiliation, title and last known home address.
 - (3) With regard to a person other than a natural person, state the title of that person, any trade name, or corporate name or partnership name used by that person, and the principal business address of that person.
- (h) To “produce” or to “identify and produce,” shall mean that Company shall produce each document or other requested tangible thing. For each tangible thing which Company contends is privileged or otherwise excludable from discovery, there shall be included a statement as to the basis for such claim of privilege or other grounds for exclusion.
- (i) The terms “Party or Parties” shall mean any organization, person, corporation, entity, etc., which intervened in the above-captioned proceeding and shall further include the Commission Staff; and

- (j) The term “City” shall mean the City of Lebanon, Kentucky.

II. REQUESTS FOR INFORMATION

1. Please provide a depreciation schedule for the Company based upon the NARUC guidelines only for the Company’s assets in service as of June 30, 2016. Where the NARUC guidelines include a range of useful service lives, please use the midpoint of the range.

2. Please provide copies of all Service Agreements or other contracts in place for any operation, maintenance or construction expenses that support the \$70,440 adjustment set forth in Marion District’s Hearing Exhibit 2.

3. Please provide the rate design, and all supporting work papers, that would make the proposed \$798,208 rate increase be equal in terms of both a percentage increase and the net impact on both the Company’s In-City retail customers and Marion District.

4. Please provide all alternative rate design scenarios prepared as part of the proposed rate increase, including all work papers, to support each of the different scenarios Holly Nicholas provided to the Company pertaining to the different meter charge and volumetric charges.

5. Please provide the total amount of savings to the Company resulting from changes to its health insurance plan(s) and state in which Fiscal Year each such change occurred.

Respectfully submitted,



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Counsel for Marion County Water District

CERTIFICATE OF SERVICE

This is to certify that foregoing electronic filing is a true and accurate copy of the document being filed in paper medium; that the electronic filing was transmitted to the Commission on June 21, 2018; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that a copy of the filing in paper medium is being hand delivered to the Commission within two business days.



Counsel for Marion County Water District