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THE UNIVERSITY OF CHICAGO

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PUBLIC UTILITY COMMISSION
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OF

ADMINISTRATIVE HEARINGS

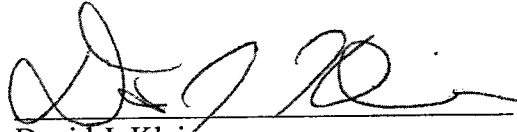
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GEORGIA N. CRUMP
State Bar No. 05185500

**ATTORNEYS FOR WEST TRAVIS COUNTY
PUBLIC UTILITY AGENCY**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document was transmitted by fax, e-mail, hand-delivery and/or regular, first class mail on this 17th day of February, 2015 to the parties of record.


David J. Klein

RFI 6-1: The Position Description in Mr. Rauschuber's Attachment A states that Mr. Rauschuber is responsible to the PUA Board for "insurance of compliance with federal, state and local laws, rules, regulations and policies of the PUA." Does that accurately describe Mr. Rauschuber's areas of compliance responsibility?

RESPONSE:

Yes.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-2: Is there any other document of which Attachment A is a part, that defines terms used in Attachment A? If so, please identify the larger document and provide a copy.

RESPONSE:

No.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-3: Under Attachment A, does "assess, coordinate, and implement PUA rates and fees" include conducting cost and rate design analyses?

RESPONSE:

These duties may be included, as Mr. Rauschuber oversees such activities if they are not performed by him personally.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-4: Please produce Mr. Rauschuber's analysis for the 5 most recent matters for which he was responsible for the "development and evaluation of water and wastewater rates" as stated in his Direct Testimony on page 6, line 16, and at page 7, lines 1-2.

RESPONSE:

After a diligent search, Mr. Rauschuber was unable to locate copies of his testimonies for the Chisholm Trail Special Utility District or Double Horn matters. Responsive documents have previously been provided as Bates page numbers WTCPUA00014719-WTCPUA00014952.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-5: Please identify and produce documents demonstrating Mr. Rauschuber's services related to "water and wastewater rate and impact fee assessments and design" as stated in his Direct Testimony on page 6, line 26.

RESPONSE:

See Mr. Rauschuber's resume, attached to his testimony as Attachment B.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-6: Please identify (by docket number and style, date(s), and his client in the matter) the five most recent water and wastewater rate matters in which Mr. Rauschuber was qualified as an expert witness before the TCEQ, the PUC, and the SOAH as stated in his Direct Testimony on page 7, lines 20-23.

RESPONSE:

Appeal of the Retail Water and Wastewater Rates of the Lower Colorado River Authority, TCEQ Docket No. 2008-0093-UCR; SOAH Docket No. 582-08-2863 – client was Travis County MUD No. 5

Ratepayer's Appeal of the Retail Water Rate Increase of Chisholm Trail Special Utility District; TCEQ Docket No. 2004-0979-UCR; SOAH Docket No. 582-05-0003 – client was Chisholm Trail Special Utility District

In the Matter of the Application by Lakeshore Utility Company, Inc. for Water Rate/Tariff Change for CCN No. 10843, and a Sewer Rate Tariff Change for CCN No. 20478, in Henderson and Smith Counties, Texas, TCEQ Docket No. 2010-1083-UCR; SOAH Docket No. 582-10-2862 – client was Lakeshore Utility Company, Inc.

In the Matter of Water Rate/Tariff Change Application of Deer Creek Ranch, Inc., Water CCN No. 11241 in Hays and Travis Counties; Application No. 34481-R, TCEQ Docket No. 2004-0618-UCR; SOAH Docket No. 582-04-6437 – client was Deer Creek Ranch, Inc.

In the Matter of the Water Rate and Tariff Change Application of Deer Creek Ranch Water Co., LLC, Travis and Hays Counties; Water CCN No. 11241-Water Application No. 36226-R, TCEQ Docket No. 2009-0929-UCR; SOAH Docket No. 582-09-5328 – client was Deer Creek Ranch, Inc.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-7: Define what Mr. Rauschuber means by the term "wholesale water treatment service" as used in his Direct Testimony on page 8, line 6. As part of the response to this request, please explain fully how that term differs from the term "wholesale water services" as that term is defined in Section 1.01 of the Wholesale Water Services Agreement between LCRA and TCMUD 12 which Mr. Rauschuber includes as Attachment G to his testimony. Also explain how "wholesale water services" as used in his Direct Testimony on page 11, line 14 differs from the term "wholesale water services" as used in his Direct Testimony at page 13, lines 12-20.

RESPONSE:

The terms "wholesale water treatment service" and "wholesale water services" are explained on page 11, lines 12-15 of Mr. Rauschuber's testimony.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-8: Does the TCMUD 12 Agreement (as that term is used in Mr. Rauschuber's Direct Testimony, page 13, lines 5-10, including Attachment G thereto) allow the WTCPUA to include a profit or return on equity in its system costs that are covered by the rates charged to TCMUD 12?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-9: Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services before January 1, 2013 (i.e., before the effective date of the November 15, 2012 rate change) include amounts to recover a profit or a return on equity for WTCPUA? For purposes of this question and those that follow, the term "Wholesale Water Services" is being used as that term was used by Mr. Rauschuber in his testimony on page 13, lines 11 through 22 wherein he quotes Section 1.01 of the TCMUD 12 Agreement.

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-10: Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services before January 1, 2013 (before the effective date of the November 15, 2012 rate change) include amounts to recover profit or a return on equity for WTCPUA?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-11: Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services between January 1, 2013 and January 1, 2014 (due to the effective date of the November 15, 2012 rate change) include amounts to recover a profit or a return on equity for WTCPUA?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-12: Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services between January 1, 2013 and January 1, 2014 include amounts to recover profit or a return on equity for WTCPUA?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-13: Did the rates charged to TCMUD 12 by the WTCPUA for Wholesale Water Services on and after January 1, 2014 (i.e., upon the effective date of the November 21, 2013 rate change) include amounts to recover a profit or a return on equity for WTCPUA?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-14: Did the rates charged by the WTCPUA to any of its other wholesale water customers (other than TCMUD 12) for Wholesale Water Services on and after January 1, 2014 (i.e., upon the effective date of the November 21, 2013 rate change) include amounts to recover profit or a return on equity for WTCPUA?

RESPONSE:

No. The WTCPUA is a public utility agency, a political subdivision of the State of Texas. The WTCPUA employs the cash basis methodology in setting its rates, which does not include a profit or return on equity in rates.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-15: Identify the date that each of the 13 wholesale customers listed on pages 12-13 of Mr. Rauschuber's testimony assigned their LCRA wholesale water services agreement to the PUA. If any have not yet assigned their LCRA water services agreement to PUA, please so indicate.

RESPONSE:

The wholesale customers listed on pages 12-13 of Mr. Rauschuber's testimony assigned their LCRA wholesale water services agreements to the WTCPUA effective on March 19, 2012.

TCMUD 18 (Masonwood) did not require an assignment, as it contracted initially with the WTCPUA.

The contract with the Eanes ISD does not require the ISD's consent to a transfer of the contract by LCRA. Therefore, no separate consent was obtained; this contract would have been assigned upon the January 17 signing of the Installment Purchase Agreement.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-16: Please identify the document which "amended" the Wholesale Water Services Agreement between LCRA and TCMUD 12, as referenced by Mr. Rauschuber in his Direct Testimony at page 8, line 7. Please have Mr. Rauschuber identify, by page numbers and references to specific provisions, where in that document it states that the Wholesale Water Services Agreement is thereby "amended."

RESPONSE:

Mr. Rauschuber was referring to the Agreement Regarding Transfer of Operations of the West Travis County Water System from the Lower Colorado River Authority, to the West Travis County Public Utility Agency. This agreement is included as Attachment J to Mr. Rauschuber's testimony.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-17: In characterizing the wholesale water services agreement in his Direct Testimony on page 14, lines 4-5, Mr. Rauschuber states that the WTCPUA is obligated to "receive, treat and deliver the raw water that TCMUD 12 provides to WTCPUA." Does Mr. Rauschuber agree that the PUA is obligated to *divert*, treat, and transport the raw water LCRA sells to MUD 12?

RESPONSE:

"Wholesale Water Services" is defined in the wholesale water services agreement as "the diversion of raw water from the Colorado River, the transmission of the raw water to a place or places of treatment, the treatment of the water into potable form and the transmission of the potable water to the Delivery Point." These are the services that the WTCPUA has agreed to provide to TCMUD 12

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-18: Please produce the WTCPUA Board of Directors' agenda attachments and any handouts to the Board from the May 3, 2012 Board meeting relating to Item H: "Discuss, consider, and take action on Agreement Regarding Transfer of Operations..." (from Attachment K to Mr. Rauschuber's testimony). If any such documents have been previously provided, please identify the Bates page numbers for each responsive document.

RESPONSE:

Please see Attachment A.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-19: Please produce any written documentation from the May 3, 2012 WTCPUA Board of Directors' meeting which evidences that, "...the WTCPUA Board felt that it was important to obtain TCMUD 12's written assignment of the TCMUD 12 Agreement, so it accepted TCMUD 12's additional provisions..." as referenced on page 18, lines 4-6 of Mr. Rauschuber's Direct Testimony.

RESPONSE:

No such documentation exists. The referenced decision of the WTCPUA Board was discussed orally at the meeting, and reflects Mr. Rauschuber's recollection of that discussion and decision. The decision was documented by WTCPUA Board's vote to approve Agenda Item I.F., which authorized the Board President and the WTCPUA counsel to execute the referenced agreement.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-20: If the WTCPUA believed TCMUD 12 failed to "comply with the assignment provision in Section 7.08 of the TCMUD 12 Agreement" as stated in Mr. Rauschuber's Direct Testimony on page 18, lines 7-8, what was the basis for the WTCPUA accepting the additional provisions in the TCMUD 12 assignment.

RESPONSE:

As noted in Mr. Rauschuber's testimony at page 18, lines 4-8, the WTCPUA Board was interested in coming to an agreement with TCMUD 12, so the Board agreed to the additional conditions placed by TCMUD 12 upon the assignment of the LCRA Agreement to the WTCPUA.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-21: Please see Mr. Rauschuber's Direct Testimony on page 17, line 18 in which he states that the TCMUD 12 assignment was the product of "significant negotiations" between the parties. Please identify the number of hours that Mr. Rauschuber spent on each wholesale contract assignment. If that information does not exist, please so state.

RESPONSE:

Mr. Rauschuber's statement was based upon his personal knowledge and memory of the time and effort involved in obtaining the consents of the wholesale customers. Mr. Rauschuber does not keep time sheets. He and his staff held six group meetings and many more meetings with individual wholesale customers. The time and effort involved in meeting with each customer and addressing questions and concerns was significant, and took up a material amount of Mr. Rauschuber's time.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-22: Produce the WTCPUA legal bills showing the level of effort expended on the TCMUD 12 assignment, e.g. what Mr. Rauschuber refers to as the "2012 Amendment."

RESPONSE:

The parties have discussed this request. The WTCPUA's legal bills do not contain the level of detail that would enable the TCMUD 12 to discern the requested information, being the level of effort expended on the TCMUD 12 assignment.

Prepared by: David Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-23: Produce the WTCPUA legal bills showing the level of effort expended on each contract assignment other than the TCMUD 12 assignment.

RESPONSE:

The parties have discussed this request. The WTCPUA's legal bills do not contain the level of detail that would enable the TCMUD 12 to discern the requested information, being the level of effort expended on each contract assignment other than the TCMUD 12 assignment.

Prepared by: David Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-24: Does the PUA maintain any record of the events from its board meetings other than the official minutes? If so, please describe what types of other records exist and how those records can be made available to TCMUD 12.

RESPONSE:

Yes. The PUA occasionally maintains audio recordings of its board meetings. To the extent they have been requested in discovery, such recordings have already been provided.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauscher

RFI 6-25: Produce any written documentation from the May 3, 2012 Board meeting which evidences that the WTCPUA Board considered challenging TCMUD 12 for failing to comply with the assignment provision of the TCMUD 12 agreement as referenced on page 18, lines 6-8 of Mr. Rauschuber's Direct Testimony.

RESPONSE:

See Response to RFI No. 6-20. No written documentation regarding a challenge exists other than the minutes of the meeting.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-26: Produce the documentation from WTCPUA which evidenced that the WTCPUA notified TCMUD 12 that it was failing to comply with the assignment provisions of its contract as referenced on page 18, lines 7-8 of Mr. Rauschuber's Direct Testimony.

RESPONSE:

See responsive documents provided at Attachment B.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-27: Produce the minutes from the meetings that the WTCPUA held with wholesale customers on the following dates: October 19, 2012; October 30, 2012; January 28, 2013; March 25, 2013; April 1, 2013; April 9, 2013, May 6, 2013; and May 14, 2013.

RESPONSE:

No such documentation exists. Minutes were not taken at the wholesale customer meetings.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-28: Produce all notes taken by anyone representing the WTCPUA (including staff and consultants) during the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.

RESPONSE:

Please see Attachment L.

Prepared by: Donald G. Rauschuber, David J. Klein, and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-29: Identify each rate consultant and the party that he or she represented on the signup sheet for the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.

RESPONSE:

See Attachment C and the sign-up sheets previously provided with Bates page numbers WTCPUA00007796-WTCPUA00007805; and WTCPUA00008952.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-30: Identify each attorney and the party that he or she represented on the signup sheet for the meetings that the WTCPUA held with wholesale customers on the dates identified in Request 6-27 above.

RESPONSE:

See Attachment C and the sign-up sheets previously provided with Bates page numbers WTCPUA00007796-WTCPUA00007805; and WTCPUA00008952.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-31: Produce documentation that Mr. Rauschuber invited TCMUD 12 to the October 19, 2012 and October 30, 2012 meetings as referenced on page 20, line 1 of his Direct Testimony. If documents responsive to this request have already been provided in response to another discovery question, please identify the Bates pages numbers of those documents.

RESPONSE:

Documentation sent to TCMUD 12 regarding the October 19, 2012 wholesale customer meeting was previously provided as Bates page numbers WTCPUA00007633-WTCPUA00007640. Please see Attachment D for the October 30, 2012 meeting notice letter.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-32: Besides the concerns referenced by Mr. Rauschuber on page 20, lines 7-13 of his testimony, did any wholesale customers raise any other concerns pertaining to the November 15, 2012 wholesale rate increase? If yes, produce all written documentation from those wholesale customers (other than TCMUD 12).

RESPONSE:

Yes. Please see Attachment E for responsive documents.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-33: What was the WTCPUA's response to any concerns referenced in the previous question (excluding TCMUD 12)? Produce all written documentation of WTCPUA's responses, including documents used to develop the responses.

RESPONSE:

The WTCPUA responded to these concerns at the next wholesale customer meeting on October 19, 2012. Responsive documents were previously provided at Bates WTCPUA000006035-WTCPUA000006044. In addition, see Attachment F.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-34: Identify each of the Wholesale Customer Committee's suggestions (as referenced on page 23, lines 1-3 of Mr. Rauschuber's testimony) showing for each: a. the specific suggestion made; b. the date of suggestion; c. the identity of person(s) making the suggestion; and d. WTCPUA's response to the suggestion. In responding to this request, please include any suggestions that were discarded as well as those that were adopted. Please produce copies of any documents relevant to this request. If such documents have been previously provided, please identify the Bates pages for those documents.

RESPONSE:

The Wholesale Customer Committee's suggestions are identified in documents attached at Attachment G. Also see documents previously provided at WTCPUC00006313-WTCPUA00006314, WTCPUA00006941-WTCPUA00006942, and WTCPUA00009063. To the extent the requested information is available, it is contained within those documents.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-35: Describe the "exhaustive measures" that the WTCPUA undertook as referenced on page 23, line 5 of Mr. Rauschuber's Direct Testimony and produce any documents that support this contention. If such documents have been previously provided, please identify the Bates pages for those documents.

RESPONSE:

See Mr. Rauschuber's testimony regarding the number of meetings he held with wholesale customers. Dealing with the customer committee took up many hours of management and staff.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-36: Produce all documentation supporting Mr. Rauschuber's contention that the Committee and the WTCPUA discussed "many rate scenarios and alternatives" at these meetings as discussed on page 23, lines 7-8 of Mr. Rauschuber's Direct Testimony.

RESPONSE:

Please see documents previously provided at WTCPUA00000741-WTCPUA00000742, WTCPUA00009015, WTCPUA00013274-WTCPUA00013398, WTCPUA00013349-WTCPUA00013420, and WTCPUA00013409-WTCPUA00013419.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-37: Produce any notes taken by anyone representing WTCPUA during the meetings referenced on page 29, lines 1-5 of Mr. Rauschuber's Direct Testimony, and any handouts from the meeting with marginalia.

RESPONSE:

See Response to RFI 6-28.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-38: Please explain the basis for Mr. Rauschuber's "...understanding that the WTCPUA was the only governmental entity that was interested in purchasing this System" as stated on page 10, lines 6-8 of his testimony?

RESPONSE:

Mr. Rauschuber was actively involved in the bidding process with the LCRA on behalf of the UDC and its participants. He knew the identity of the other parties interested in purchasing the West Travis County Regional Water and Wastewater System, and thus was aware that none of them were governmental entities.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-39: Please identify and explain the basis for Mr. Rauschuber's "understanding that Mr. Joe DiQuinzio served as TC MUD 12's appointee to the Committee" stated on page 28, lines 13-14 of Mr. Rauschuber's testimony.

RESPONSE:

Mr. Rauschuber formed his belief based upon correspondence with Mr. DiQuinzio and in at least one meeting that he was TCMUD 12's appointee for the Committee. See Attachments H and L.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-40: Please produce the amendments to the three wholesale customer contracts discussed in Mr. Rauschuber's Direct Testimony at page 26, lines 4-5, and Exhibit O to Mr. Rauschuber's Attachment R. If such documents have been previously provided, please identify the Bates pages for those documents.

RESPONSE:

All contract amendments requested in this RFI 6-40 were previously provided in WTCPUA's Response to TCMUD 12's First Request for Production 1-10, with the corresponding Bates Pages Range: WTCPUA00003854—WTCPUA00003861, WTCPUA00003862—WTCPUA00003873, and WTCPUA00003874—WTCPUA00003885.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-41: Did the PUA Board of Directors accommodate Mr. Randy Wilburn's request on behalf of Deer Creek Ranch Water Company (Rauschuber Direct, Attachment R at 12) to treat that wholesale customer differently because it is an Investor Owned Utility? Provide any documents that are related to the Board's action on the Deer Creek Ranch Water Company request.

RESPONSE:

No; see Rate Order included as Attachment S to the Direct Testimony of Mr. Rauschuber. One responsive document was previously provided WTCPUA00009044-WTCPUA00009046.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-42: Identify any changes to the form amendment discussed in Mr. Rauschuber's Direct Testimony on page 26, line 10 and found in Attachment Q that differ from the draft amendment form that was provided to the wholesale customers on May 14, 2013 (Attachment P) and explain why those changes were made.

RESPONSE:

The changes between the two documents are self-evident. Changes between the documents were made at the suggestion of wholesale customers.

Prepared by: David J. Klein and Georgia Crump
Sponsored by: Donald G. Rauschuber

RFI 6-43: Is the water treatment plant line item referenced on page 30, lines 1-7 of Mr. Rauschuber's testimony for a new plant or for the expansion of an existing plant?

RESPONSE:

The line referenced by Mr. Rauschuber is for the expansion of an existing plant.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-44: Does the proposed \$13,500,000 cost for the water treatment plant referenced on page 30, line 7 of Mr. Rauschuber's testimony include the cost of the land and any required easements?

RESPONSE:

No.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-45: Is the \$2,150,000 for the raw water intake referenced on page 30, lines 8-14 of Mr. Rauschuber's testimony for a new intake structure or for the expansion of an existing structure?

RESPONSE:

Mr. Rauschuber was referring to a new intake adjacent to the existing one.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber

RFI 6-46: Does the \$2,150,000 for the raw water intake referenced on page 30, lines 8-14 of Mr. Rauschuber's testimony include the cost of any land required and any required easements?

RESPONSE:

No. Mr. Rauschuber assumed that the installation would be made in the current easement.

Prepared by: Donald G. Rauschuber
Sponsored by: Donald G. Rauschuber