

STATE OF SOUTH CAROLINA  
COUNTY OF OCONEE

IN THE COURT OF COMMON PLEAS

City of Seneca, South Carolina,  
City of Westminster, South Carolina, and  
County of Oconee, South Carolina

CASE NO.: 2017-CP-37-00187

Plaintiffs,

**DEFENDANT PIONEER RURAL  
WATER DISTRICT OF OCONEE AND  
ANDERSON COUNTIES' ANSWER TO  
AMENDED COMPLAINT AND  
COUNTERCLAIM FOR  
DECLARATORY JUDGMENT**

vs.

Pioneer Rural Water District of Oconee and  
Anderson Counties,

Defendant.

**(NON-JURY)**

Defendant Pioneer Rural Water District of Oconee and Anderson Counties (“Pioneer” or “Defendant”), by and through its undersigned counsel, hereby makes its Answer and Counterclaim for Declaratory Judgment in response to the Amended Complaint of Plaintiffs City of Seneca, South Carolina (“Seneca”), City of Westminster, South Carolina (“Westminster”), and County of Oconee, South Carolina (“Oconee County”), (collectively, “Plaintiffs”). All allegations of the Amended Complaint not hereinafter specifically admitted are denied. References to paragraph numbers in this Answer are references to the numbered paragraphs of the Plaintiffs’ Amended Complaint.

**ANSWER**

1. In response to paragraph 1, Pioneer admits that Plaintiffs are unjustifiably attempting to prevent Pioneer from completing construction of and operating a waterworks facility authorized under Pioneer’s enabling statute, of which facility Plaintiffs have been aware for years. Pioneer denies the remaining allegations of paragraph 1.

2. Upon information and belief, Pioneer admits the allegations of paragraph 2.

3. Upon information and belief, Pioneer admits the allegations of paragraph 3.

4. Upon information and belief, Pioneer admits the allegations of paragraph 4.

5. Pioneer admits the allegations of paragraph 5.

6. In response to paragraph 6, Pioneer admits that S.C. Code §§ 6-13-210, *et seq.* (the “Act”) are laws of the State of South Carolina that clearly enable Pioneer to continue with the construction and operation of a water treatment facility, which is merely a part of a waterworks system. Pioneer denies the remaining allegations of paragraph 6.

7. In response to paragraph 7, Pioneer admits that this Court has jurisdiction over this matter and that venue in this Court is proper. Pioneer denies the remaining allegations of paragraph 7.

8. In response to paragraph 8, Pioneer denies that paragraph 8 includes the entirety of the enabling legislation governing the purpose and function of Pioneer and asserts that the statute speaks for itself and must be read in its entirety to obtain its full meaning and import. Pioneer denies the remaining allegations of paragraph 8.

9. In response to paragraph 9, Pioneer admits that it has purchased and presently purchases water supplied from the waterworks systems of Seneca and Westminster to distribute to its customers, denies that the waterworks systems of Seneca and Westminster are the only “available sources” of water for Pioneer, and further affirmatively alleges that it is authorized by

statute to acquire water from available sources other than purchase, meaning it may obtain water from other available sources, such as water drawn from Lake Hartwell, which Pioneer may appropriately treat before distribution to customers using its own, statutorily authorized waterworks system. Pioneer denies the remaining allegations of paragraph 9.

10. In response to paragraph 10, Pioneer admits that Seneca and Oconee County are customers of Pioneer. Pioneer denies the remaining allegations of paragraph 10, and specifically denies that Plaintiffs are primarily motivated by a concern over the cost of purchasing water from Pioneer.

11. Pioneer denies the allegations of paragraph 11.

12. In response to paragraph 12, Pioneer admits that on April 30, 2012, the Office of the Attorney General responded to a request from Andy Fiffick, Esq., c/o The Honorable Bill Sandifer, for an opinion as to whether Article 3 of Chapter 13, Title 6 confers upon Pioneer the power to contract for or undertake the construction of new freshwater treatment facilities, which opinion speaks for itself, and includes this statement: “[I]f a court found that the construction of a new freshwater treatment facility was necessary to [Pioneer’s] water distribution function, it might find [Pioneer] had authority to take such action.” Pioneer denies the remaining allegations of paragraph 12.

13. Pioneer denies the allegations of paragraph 13.

14. In response to paragraph 14, Pioneer admits that it has entered a contract to add a water treatment facility to its waterworks system, that such construction is well underway, and that Pioneer intends to operate its waterworks facility for the benefit of its customers. Pioneer further alleges that Plaintiffs have been aware of the plans for this facility for years, that Oconee County fully supported and actively encouraged the same by contributing the property on which

the facility is being built, and that this facility is fully authorized under Pioneer's enabling statute. Pioneer denies the remaining allegations of paragraph 14.

15. In response to paragraph 15, Pioneer denies that paragraph 15 includes the entirety of the language contained in S.C. Code Ann. § 6-13-240 and asserts that the statute speaks for itself and must be read in its entirety to obtain its full meaning and import. Pioneer denies the remaining allegations of paragraph 15.

16. In response to paragraph 16, Pioneer denies that paragraph 16 includes the entirety of the language contained in S.C. Code Ann. § 6-13-240 or the Act and asserts that the statute speaks for itself and must be read in its entirety to obtain its full meaning and import. Pioneer denies the remaining allegations of paragraph 16.

17. In response to paragraph 17, Pioneer denies that paragraph 17 includes the entirety of the language contained in S.C. Code Ann. § 6-13-240 or the Act and asserts that the statute speaks for itself and must be read in its entirety to obtain its full meaning and import. Pioneer denies the remaining allegations of paragraph 17.

18. Pioneer denies the allegations of paragraph 18.

19. Pioneer denies the allegations of paragraph 19.

20. Pioneer denies the allegations of paragraph 20.

21. In response to paragraph 21, Pioneer denies that paragraph 21 includes the entirety of the language contained in S.C. Code Ann. § 6-13-240 or the Act and asserts that the statute speaks for itself and must be read in its entirety to obtain its full meaning and import. Pioneer denies the remaining allegations of paragraph 21.

22. Pioneer denies the allegations of paragraph 22.

23. In response to paragraph 23, Pioneer repeats and realleges the allegations set forth in the preceding paragraphs as though fully set forth herein.

24. Pioneer denies the allegations of paragraph 24.

25. Pioneer denies the allegations of paragraph 25.

26. Pioneer denies the allegations of paragraph 26.

27. Pioneer denies the allegations of paragraph 27.

28. Paragraph 28 of the complaint contains legal conclusions to which no responsive pleading is required. To the extent a response is required, Pioneer denies the allegations of paragraph 28.

29. Pioneer denies the allegations of paragraph 29.

30. Pioneer denies that Plaintiffs are entitled to any of the relief requested or to any other relief.

### **AFFIRMATIVE DEFENSES**

#### **First Affirmative Defense**

31. Plaintiffs' Amended Complaint fails to state a claim upon which relief can be granted and therefore should be dismissed pursuant to Rule 12(b)(6), SCRCP.

#### **Second Affirmative Defense**

32. Plaintiffs' claims are barred by the doctrines of laches, waiver, estoppel, consent, unclean hands, acquiescence and/or ratification.

#### **Third Affirmative Defense**

33. Plaintiffs' claims are barred because the acts complained of did not, and will not, cause any actual or alleged damages.

#### **Fourth Affirmative Defense**

34. Plaintiffs' damages, if any, were caused by their own negligence and fault.

**Fifth Affirmative Defense**

35. Plaintiffs' damages, if any, and if not caused solely by their own negligence and fault, were caused by the negligence and fault of others, not Pioneer, for whom Pioneer is not legally responsible.

**Sixth Affirmative Defense**

36. Plaintiffs' damages, if any, are completely or in part the product of Plaintiffs' failure to mitigate.

**Seventh Affirmative Defense**

37. Plaintiffs' lack standing to assert some or all of their claims.

**Eighth Affirmative Defense**

38. Pioneer has committed by contract to borrow money and to construct the facility in question here, and any determination that Pioneer does not have authority to construct the facility should be prospective only and should not apply to the pending facility.

**Ninth Affirmative Defense**

39. Statutes similar to Pioneer's enabling act have been consistently interpreted to allow rural water districts like Pioneer to add treatment facilities to their waterworks, and many other rural water districts have such treatment facilities.

**Tenth Affirmative Defense**

40. The "audit" referred to in the Act (the "Audit") was approved by the Office of Regulatory Service; this is the only approval required by statute, there is no cause or right of action for further challenge to the Audit, and the adequacy of the Audit is non-justiciable. In the alternative, this approval is entitled to substantial deference.

**Eleventh Affirmative Defense**

41. The Audit was timely. To the extent it was not timely or was otherwise defective, which Pioneer denies, any defect was harmless, *de minimis*, cured, and/or curable. Any such harmless, *de minimis*, cured, or curable defect is not a basis for halting Pioneer’s addition of a water treatment facility to its waterworks.

**Twelfth Affirmative Defense**

42. Pioneer’s Board approved construction of the water treatment facility. There is no evidence that the water treatment facility is not in the ratepayers’ best interest or that Pioneer’s Board is affected by conflict of interest. In these circumstances, the question of whether the facility is in the best interest of ratepayers is non-justiciable. In the alternative, the Board’s approval is entitled to substantial deference as a judgment of the ratepayers’ best interest.

**Thirteenth Affirmative Defense**

43. Pioneer has complied with all provisions of the Act with respect to the water treatment facility at issue here. Any defect, the existence of which Pioneer denies, was harmless, *de minimis*, cured, or curable and does not provide a basis for relief to Plaintiffs.

**Fourteenth Affirmative Defense**

44. Pioneer reserves any additional and affirmative defenses against Plaintiffs as may be revealed or become available during the course of investigation and/or discovery in the case or otherwise.

**COUNTERCLAIM FOR DECLARATORY JUDGMENT**

Having responded to each and every paragraph of Plaintiffs’ complaint, Pioneer asserts its Counterclaim for Declaratory Judgment against Plaintiffs Seneca, Westminster, and Oconee County (hereinafter “Counterclaim Defendants”), as follows:

**Parties, Jurisdiction, and Venue**

1. Pioneer is a body politic and corporate of the State of South Carolina, created in 1965 pursuant to Act No. 371, 1965 S.C. Acts 667, codified at S.C. Code §§ 6-13-210, *et seq.*, (2012) (the “Act”).

2. Pioneer is a special purpose, rural water district that supplies the water needs of approximately 7,000 customers in southern Oconee County and Northwestern Anderson County. Its approximately 130 square mile service area is bounded on the north by Westminster and Seneca, on the east and south by Coneross Creek and Lake Hartwell, Choestra Creek, and Highway 20.

3. Oconee County is a body politic and corporate and a political subdivision of the State of South Carolina.

4. Seneca is an incorporated municipality of the State of South Carolina located in Oconee County, South Carolina.

5. Westminster is an incorporated municipality of the State of South Carolina located in Oconee County, South Carolina.

6. This matter involves the interpretation and application of the laws of the State of South Carolina.

7. Based upon the foregoing, this Court has jurisdiction over the subject matter and the parties to this action, and venue is proper in this Court.

**Background Facts**

8. Pioneer, which provides water to much of southern Oconee County, has purchased water on the wholesale market to meet the needs of its customers since its inception in 1965. Its main suppliers have been Westminster, from which it began purchasing water in 1965, and



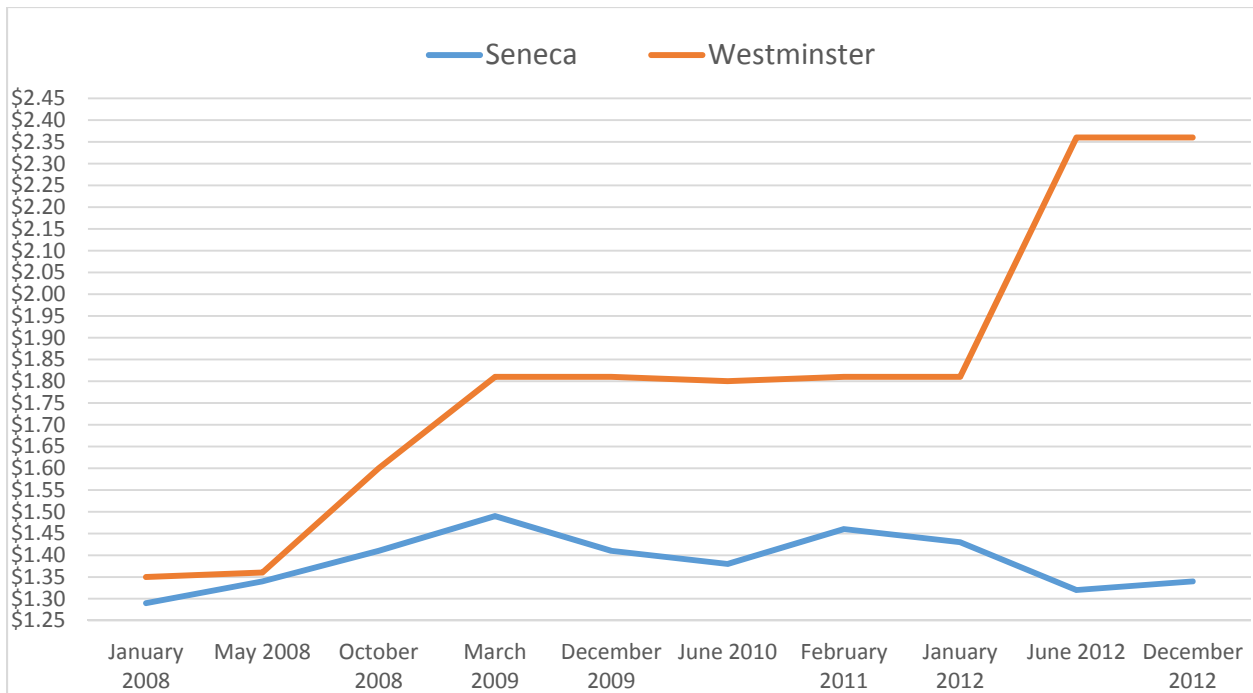
Seneca, from which it has purchased water since 1987. Currently, about 60% of Pioneer's water is supplied from the waterworks system of Seneca, and about 40% is supplied from the waterworks system of Westminster.

9. Given that Pioneer's primary source of water has been the purchase of water from Seneca and Westminster, Pioneer's customers have been at the mercy of those two cities concerning the rates they pay for water. Unfortunately, both Seneca and Westminster have taken advantage of their effective monopoly over pricing to Pioneer.

10. On information and belief, Seneca and Westminster have communicated and colluded to coordinate price increases for water sold to Pioneer and charged exorbitant increases for water over the last fourteen years.

11. Because of the collusion and coordination by Seneca and Westminster, Pioneer's customers have been subjected to indefensible increases in water prices charged by Seneca and Westminster, including indefensible increases between 2008 and 2012.

12. The graph below demonstrates the rates and rate increases charged by Seneca and Westminster during the period from January 2008 to December 2012.



In addition, the attached Exhibit A reflects the water rates charged by Seneca and Westminster for the period from 2003 to 2016.

13. Because of the unfair and abusive pricing practices of Seneca and Westminster, in or around 2007 Pioneer began exploring alternative means for providing water to its customers at fair and reasonable prices without being subject to the arbitrary and capricious conduct of Seneca and Westminster.

14. On or about October 31, 2007, the engineering firm Design South provided the first feasibility study to Pioneer showing the feasibility of construction of a water treatment facility.

15. The Act provides, among other things, for the establishment of Pioneer, as follows:

There is hereby created a body corporate and politic of perpetual succession to be known as the Pioneer Rural Water District of Oconee and Anderson Counties (hereinafter called the district). It shall be the purpose and function of the district to acquire, construct, and operate a waterworks system, utilizing therefore water from available sources, by purchase or otherwise, at such convenient points as the district shall select to provide a flow of water through pipes to the areas described in Section 6-13-220, and to such other domestic, commercial or industrial users who can be conveniently and economically served within or without the service area as herein provided. To this end the district shall perform the functions prescribed by this

article, and shall be vested with the powers herein granted and all other powers that may be necessary or incidental in carrying out the functions herein prescribed and exercising the powers herein granted. The water mains, distributions facilities, tanks, their several component parts, and all apparatus, equipment and property incident thereto or used or useful in the operation thereof and all additions, improvements, extensions and enlargements to any of them shall be referred to in this article as the system. S.C. Code § 6-13-230

16. The Act authorizes Pioneer to construct and operate a “waterworks system,” which is defined in the industry and in common parlance to include water treatment facilities, and given its proximity to Lake Hartwell as a source of water, Pioneer began exploring construction of its own treatment facility (the “Facility”) to add to its waterworks system.

17. At present, Pioneer has contracted for and is engaged in construction of the Facility.

**FOR A FIRST CAUSE OF ACTION**  
**Declaratory Judgment**

18. Pioneer repeats and realleges the allegations set forth in the preceding paragraphs of its Counterclaim as though fully set forth herein.

19. Pioneer contends that its statutory authority, under the Act, to construct and operate a waterworks system includes the authority to construct and operate the Facility as part of that waterworks system.

20. Pioneer further contends that it has satisfied any and all statutory prerequisites to construction of the Facility.

21. Because the Plaintiffs contest Pioneer’s authority to construct the Facility, an actual, justiciable controversy exists subject to S.C. Code Ann. § 15-53-10, *et seq.*

22. Therefore, pursuant to S.C. Code Ann. § 15-53-20, Pioneer prays for a declaratory judgment that it is authorized, under the Act, to construct and operate the Facility as part of its authority to construct and operate a waterworks system.

WHEREFORE, Pioneer respectfully requests:

1. That Plaintiffs' Amended Complaint be dismissed in its entirety with prejudice;
2. That the Court declare Pioneer is authorized, under the Act, to construct and operate the Facility as part of its authority to construct and operate a waterworks system.
3. That the Court award Pioneer its reasonable attorneys' fees, costs and expenses, if authorized; and
4. That the Court award such other and further relief as it deems just and proper.

Respectfully submitted,

WYCHE, P. A.

s/ Troy A. Tessier

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Dated: June 9, 2017

**ATTORNEYS FOR DEFENDANT**

# **EXHIBIT A**

**Water Rates Charged by Seneca and Westminster  
for the Period from 2003 to 2016**

# APPENDIX C

WATER USE AND COST BY MONTH FOR FY 2003 THROUGH FY 2016

POTENTIAL IMPACT OF THE CONSTRUCTION AND OPERATION  
OF A LAKE HARTWELL WATER TREATMENT PLANT TO THE RATEPAYERS OF PIONEER RURAL WATER DISTRICT  
OF OCONEE AND ANDERSON COUNTIES

Pioneer Rural Water District - FYE 2003 Water Purchased Detail

TOTAL FYE 2003 PRWD Water Purchased	480,000,000	rounded*
TOTAL FYE 2003 PRWD Cost of Water Purchased	\$ 471,141.46	from FYE 2003 Financial Statements

**Average Cost/1000 Gallons** **\$ 0.98** **FYE 2003**

\*Detail per month was not provided due to unavailability of documents. However, accounting software was reliable enough to provide an estimate.





# Pioneer Rural Water District - FYE 2005 Water Purchased Detail

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## Seneca Light and Water

## City of Westminster

<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>
July	17,870,000	20,171.55	1.13	32,632,000	32,350.70	0.99
August	10,693,500	13,605.05	1.27	36,209,000	35,748.85	0.99
September	5,146,300	8,529.36	1.66	30,412,000	31,498.18	1.04
October	17,744,800	19,630.52	1.11	33,726,000	34,779.04	1.03
November	15,971,900	18,434.79	1.15	21,479,000	22,654.51	1.05
December	14,943,300	17,493.62	1.17	21,557,000	22,731.73	1.05
January	17,867,600	20,169.35	1.13	23,545,000	24,699.85	1.05
February	15,426,000	17,935.29	1.16	25,541,000	26,675.89	1.04
March	14,189,500	16,803.89	1.18	22,248,000	23,415.82	1.05
April	15,056,500	17,597.20	1.17	24,782,000	23,582.90	0.95
May	16,792,000	19,185.18	1.14	24,019,000	25,169.11	1.05
June	17,936,900	20,232.76	1.13	27,918,000	29,029.12	1.04
<b>TOTAL by City</b>	<b>179,638,300</b>	<b>209,788.56</b>	<b>1.17</b>	<b>324,068,000</b>	<b>332,335.70</b>	<b>1.03</b>

TOTAL FYE 2005 PRWD Water Purchased	503,706,300
TOTAL FYE 2005 PRWD Cost of Water Purchased	\$ 542,124.26

**Average Cost/1000 Gallons** **\$ 1.08** **FYE 2005**



## Pioneer Rural Water District - FYE 2007 Water Purchased Detail

### Seneca Light and Water

### City of Westminster

Month	Seneca Light and Water			City of Westminster		
	Gallons Used	Amount	Cost/1000 gal.	Gallons Used	Amount	Cost/1000 gal.
July	23,138,000	29,593.22	1.28	41,486,000	55,941.54	1.35
August	23,917,000	30,450.12	1.27	30,959,000	41,835.36	1.35
September	23,913,000	30,445.72	1.27	39,549,000	53,345.96	1.35
October	15,120,000	20,773.42	1.37	36,234,000	48,903.86	1.35
November	16,249,000	22,015.32	1.35	21,420,000	29,053.10	1.36
December	13,790,000	19,310.42	1.40	26,617,000	36,017.08	1.35
January	16,559,000	22,356.32	1.35	28,402,000	38,408.98	1.35
February	19,916,000	26,049.02	1.31	25,793,000	34,912.92	1.35
March	18,468,000	24,456.22	1.32	19,732,000	26,791.18	1.36
April	18,068,000	24,016.22	1.33	23,493,000	31,830.92	1.35
May	10,832,000	16,056.62	1.48	23,525,000	31,873.80	1.35
June	19,827,000	25,951.12	1.31	28,192,000	38,127.58	1.35
<b>TOTAL by City</b>	<b>219,797,000</b>	<b>291,473.74</b>	<b>1.33</b>	<b>345,402,000</b>	<b>467,042.28</b>	<b>1.35</b>

TOTAL FYE 2007 PRWD Water Purchased                    565,199,000  
 TOTAL FYE 2007 PRWD Cost of Water Purchased        \$ 758,516.02

**Average Cost/1000 Gallons**    **\$ 1.34**    **FYE 2007**

## Pioneer Rural Water District - FYE 2008 Water Purchased Detail

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### Seneca Light and Water

### City of Westminster

<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>	<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>
July	23,138,000	29,593.22	1.28	July	44,237,000	59,627.88	1.35
August	23,917,000	30,450.12	1.27	August	33,386,000	51,050.33	1.53
September	12,452,000	17,838.62	1.43	September	35,118,000	47,408.42	1.35
October	24,383,000	30,962.72	1.27	October	34,193,000	46,168.92	1.35
November	22,045,000	28,390.92	1.29	November	24,780,000	33,555.50	1.35
December	22,973,000	29,411.72	1.28	December	23,416,000	31,727.74	1.35
January	22,380,000	28,759.42	1.29	January	23,781,000	32,216.84	1.35
February	16,034,000	21,778.82	1.36	February	22,809,000	30,914.36	1.36
March	17,344,500	23,220.37	1.34	March	16,598,000	22,591.62	1.36
April	15,736,400	21,451.46	1.36	April	24,069,000	32,602.76	1.35
May	17,234,800	23,099.70	1.34	May	21,933,000	29,740.52	1.36
June	22,670,300	29,078.75	1.28	June	26,825,000	36,295.80	1.35
<b>TOTAL by City</b>	<b>240,308,000</b>	<b>314,035.84</b>	<b>1.31</b>		<b>331,145,000</b>	<b>453,900.69</b>	<b>1.37</b>

TOTAL FYE 2008 PRWD Water Purchased	571,453,000
TOTAL FYE 2008 PRWD Cost of Water Purchased	\$ 767,936.53

**Average Cost/1000 Gallons** **\$ 1.34** **FYE 2008**

# Pioneer Rural Water District - FYE 2009 Water Purchased Detail

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## Seneca Light and Water

## City of Westminster

Month	Seneca Light and Water			City of Westminster		
	Gallons Used	Amount	Cost/1000 gal.	Gallons Used	Amount	Cost/1000 gal.
July	25,287,500	33,976.29	1.34	40,029,000	53,989.16	1.35
August	23,938,500	32,397.96	1.35	42,054,000	56,702.66	1.35
September	24,652,400	33,233.22	1.35	41,863,000	66,912.47	1.60
October	18,385,600	25,901.06	1.41	37,546,000	60,048.44	1.60
November	18,602,000	26,154.25	1.41	27,077,000	43,402.73	1.60
December	17,307,500	24,639.69	1.42	27,963,000	44,811.47	1.60
January	17,095,500	24,391.65	1.43	23,292,000	37,384.58	1.61
February	16,642,000	23,861.05	1.43	29,810,000	53,710.20	1.80
March	13,681,800	20,397.62	1.49	20,307,000	36,699.83	1.81
April	17,339,700	24,677.36	1.42	21,335,000	38,539.95	1.81
May	21,088,500	29,063.46	1.38	21,942,000	39,626.48	1.81
June	25,132,100	33,794.47	1.34	21,114,000	38,144.36	1.81
<b>TOTAL by City</b>	<b>239,153,100</b>	<b>332,488.08</b>	<b>1.39</b>	<b>354,332,000</b>	<b>569,972.33</b>	<b>1.61</b>

TOTAL FYE 2009 PRWD Water Purchased                    593,485,100  
TOTAL FYE 2009 PRWD Cost of Water Purchased            \$ 902,460.41

**Average Cost/1000 Gallons    \$ 1.52    FYE 2009**

## Pioneer Rural Water District - FYE 2010 Water Purchased Detail

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### Seneca Light and Water

### City of Westminster

<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>
July	30,230,900	39,760.06	1.32	28,282,000	50,975.08	1.80
August	31,844,100	41,647.51	1.31	42,771,000	76,910.39	1.80
September	26,202,600	35,046.95	1.34	24,152,000	43,582.38	1.80
October	21,142,100	29,126.17	1.38	28,442,000	51,261.48	1.80
November	24,013,200	32,485.35	1.35	16,404,000	29,713.46	1.81
December	18,081,900	25,545.73	1.41	22,705,000	40,992.25	1.81
January	24,590,000	33,160.21	1.35	19,214,000	34,743.36	1.81
February	21,216,100	29,212.75	1.38	23,496,000	42,408.14	1.80
March	18,880,500	26,480.10	1.40	23,116,000	41,727.94	1.81
April	20,596,500	28,487.82	1.38	17,629,000	31,906.21	1.81
May	24,207,000	32,712.10	1.35	20,335,000	36,749.95	1.81
June	21,283,000	29,291.02	1.38	24,547,000	44,289.43	1.80
<b>TOTAL by City</b>	<b>282,287,900</b>	<b>382,955.77</b>	<b>1.36</b>	<b>291,093,000</b>	<b>525,260.07</b>	<b>1.80</b>

TOTAL FYE 2010 PRWD Water Purchased	573,380,900
TOTAL FYE 2010 PRWD Cost of Water Purchased	\$ 908,215.84

**Average Cost/1000 Gallons** **\$ 1.58** **FYE 2010**









## Pioneer Rural Water District - FYE 2014 Water Purchased Detail

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### Seneca Light and Water

### City of Westminster

<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>
July	31,298,000	44,138.37	1.41	21,963,000	51,743.72	2.36
August	21,610,000	31,834.61	1.47	17,147,000	40,474.28	2.36
September	32,326,000	45,443.93	1.41	19,015,000	44,845.40	2.36
October	19,656,000	29,353.03	1.49	15,820,000	37,790.30	2.39
November	19,977,500	29,761.34	1.49	17,401,000	41,068.64	2.36
December	21,743,500	32,004.16	1.47	15,786,000	37,790.30	2.39
January	22,822,000	33,373.85	1.46	17,408,000	41,085.02	2.36
February	29,104,000	41,351.99	1.42	16,619,000	39,238.76	2.36
March	18,149,000	27,439.14	1.51	16,042,000	37,888.58	2.36
April	20,094,000	29,909.29	1.49	16,098,000	38,019.62	2.36
May	23,563,000	34,314.92	1.46	16,052,000	37,911.98	2.36
June	35,617,000	49,623.50	1.39	16,429,000	38,794.16	2.36
<b>TOTAL by City</b>	<b>295,960,000</b>	<b>428,548.13</b>	<b>1.45</b>	<b>205,780,000</b>	<b>486,650.76</b>	<b>2.36</b>

TOTAL FYE 2014 PRWD Water Purchased	501,740,000
TOTAL FYE 2014 PRWD Cost of Water Purchased	\$ 915,198.89

**Average Cost/1000 Gallons**    **\$ 1.82**    **FYE 2014**

## Pioneer Rural Water District - FYE 2015 Water Purchased Detail

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### Seneca Light and Water

### City of Westminster

<u>Month</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>	<u>Gallons Used</u>	<u>Amount</u>	<u>Cost/1000 gal.</u>
July	29,660,000	42,058.11	1.42	10,414,000	37,790.30	3.63
August	17,139,000	26,156.44	1.53	16,000,000	37,790.30	2.36
September	45,383,000	62,026.32	1.37	11,082,531	37,790.30	3.41
October	36,848,000	51,186.87	1.39	18,616,229	43,912.27	2.36
November	21,539,000	31,744.44	1.47	18,628,010	43,939.84	2.36
December	29,330,000	41,639.01	1.42	16,018,126	37,832.71	2.36
January	28,487,000	40,568.40	1.42	17,047,429	40,241.28	2.36
February	25,408,000	36,658.07	1.44	16,008,496	37,810.18	2.36
March	26,820,000	38,451.31	1.43	16,012,229	37,818.91	2.36
April	24,785,000	35,866.86	1.45	16,000,000	37,790.30	2.36
May	24,448,000	35,438.87	1.45	21,530,135	50,730.82	2.36
June	37,363,000	51,840.92	1.39	17,313,190	40,870.21	2.36
<b>TOTAL by City</b>	<b>347,210,000</b>	<b>493,635.62</b>	<b>1.42</b>	<b>194,670,375</b>	<b>484,317.42</b>	<b>2.49</b>

TOTAL FYE 2015 PRWD Water Purchased	541,880,375
TOTAL FYE 2015 PRWD Cost of Water Purchased	\$ 977,953.04

**Average Cost/1000 Gallons**    **\$ 1.80**    **FYE 2015**

## Pioneer Rural Water District - FYE 2016 Water Purchased Detail

Month	Seneca Light and Water			City of Westminster		
	Gallons Used	Amount	Cost/1000 gal.	Gallons Used	Amount	Cost/1000 gal.
July	43,155,400	62,006.09	1.44	17,587,100	41,511.16	2.36
August	44,497,900	63,791.62	1.43	18,304,000	43,188.71	2.36
September	35,705,700	52,097.99	1.46	16,159,000	38,169.41	2.36
October	29,239,000	43,497.28	1.49	16,274,000	38,438.51	2.36
November	26,616,000	40,008.69	1.50	16,078,000	37,979.87	2.36
December	20,589,000	31,992.78	1.55	16,014,000	37,830.11	2.36
January	28,363,000	42,332.20	1.49	16,002,000	37,802.03	2.36
February	12,600,000	21,367.41	1.70	20,287,000	47,828.93	2.36
March	19,877,000	31,045.82	1.56	16,060,000	37,827.77	2.36
April	22,410,000	34,414.74	1.54	16,013,000	37,827.77	2.36
May	26,365,100	39,674.99	1.50	16,019,000	37,841.81	2.36
June	34,511,900	50,510.24	1.46	38,710,000	91,296.10	2.36
<b>TOTAL by City</b>	<b>343,930,000</b>	<b>512,739.85</b>	<b>1.49</b>	<b>223,507,100</b>	<b>527,542.18</b>	<b>2.36</b>

TOTAL FYE 2016 PRWD Water Purchased	567,437,100
TOTAL FYE 2016 PRWD Cost of Water Purchased	\$1,040,282.03

**Average Cost/1000 Gallons** **\$ 1.83** **FYE 2016**

