

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC APPLICATION OF OLDHAM
WOODS SANITATION, INC. FOR SUCCESSIVE
DEVIATION FROM REQUIREMENTS OF 807 KAR
5:006 AND 807 KAR 5:011

CASE NO. 2020-00330

**OLDHAM WOODS SANITATION, INC.'S RESPONSES TO COMMISSION STAFF'S
FIRST REQUEST FOR INFORMATION**

Respectfully submitted,

/s/ Robert C. Moore

Robert C. Moore
STITES & HARBISON PLLC
421 West Main Street
P.O. Box 634
Frankfort, KY 40602-0634
Telephone: (502) 223-3477
Email: rmoore@stites.com

COUNSEL FOR OLDHAM WOODS
SANITATION, INC.

VERIFICATION

The undersigned, Patience Martin, being duly sworn, deposes and says that she is the President of Oldham Woods Sanitation, Inc., and that she has personal knowledge of the matters set forth in the responses for which she is identified as the witness, and the answers contained therein are true and correct to the best of her information, knowledge and belief.



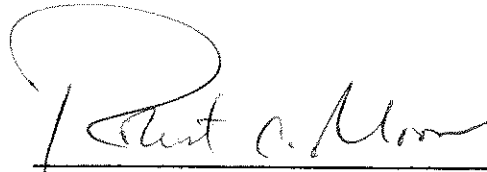
Patience Martin

COMMONWEALTH OF KENTUCKY)
)
COUNTY OF FRANKLIN)

The foregoing instrument was acknowledged before me, this 26TH day of October, 2020, by Patience Martin, President of Oldham Woods Sanitation, Inc., a Kentucky corporation, on behalf of said corporation. This notarial act involved the use of communication technology.

My commission expires:

ROBERT C. MOORE
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
COMM. #595798
MY COMMISSION EXPIRES 02/22/2022



NOTARY PUBLIC

REQUEST NO. 1: Refer to the October 9, 2020 Order in Case No. 2017-00393,¹ which set forth the type of evidence that Oldham Woods should file in this case that supports a conclusion that Oldham Woods' customers will have necessary access to utility representatives, such as contractual arrangements with third parties that provide customers with the ability to meet with utility representatives to obtain emergency service, make a billing inquiry, report service issues, and start or stop utility service.

(a) Explain whether Oldham Woods has a contract with a third party that operates the sewer system, describe the services provided, and provide a copy of a current contract with the third party.

(b) Provide evidence that a 24-hour utility representative is available for Oldham Woods' customers to contact emergency sewer service.

(c) Provide evidence that a utility representative is available for Oldham Woods' customers to contact for non-emergency sewer service.

(d) Explain whether Oldham Woods has a contract with a third party to provide billing and customer service, describe the services provided, and provide a copy of the contract.

(e) Provide evidence that a utility representative is available for Oldham Woods' customers to contact for billing inquiries.

(f) Provide evidence that a utility representative is available for Oldham Woods' customers to contact to start or stop utility service.

¹Case No. 2017-00393, Oldham Woods Sanitation, Inc. Request for Deviation from 807 KAR 5:006 and 807 KAR 5:011 (Ky. PSC Oct. 9, 2020).

RESPONSE:

(a) Oldham Woods Sanitation, Inc. (“Oldham Woods”), has entered into a contract with Camden Environmental Service Co., Inc. (“Camden”) to operate its wastewater treatment plant and sewer system. The term of the contract is from April 1, 2019 through March 31, 2022. Pursuant to the contract, Camden is the operator of the Oldham Woods waste water treatment plant (“WWTP”), inspects the WWTP 7 times a week and applies chemicals as needed. A copy of the contract between Oldham Woods and Camden is provided.

(b) Oldham Woods’ website located at www.oldhamwoodssanitation.com contains the emergency contact information for Camden. Additionally, Oldham Woods’ customer bills issued by the Oldham County Water District (“OCWD”) contain the telephone number for Camden in the event a customer is having service/repair issues, and also the contact information (including telephone number) of Oldham Woods. A redacted copy of an Oldham Woods’ customer bill and a screen shot of the home page of Oldham Woods’ website is provided.

(c) Oldham Woods’ customer bills issued by OCWD contain the contact information (including telephone number) for the owner of Oldham Woods and the telephone number for Camden. Additionally, Oldham Woods’ website located at www.oldhamwoodssanitation.com contains the emergency contact information for Camden, which is also the non-emergency contact information for Camden. (See Exhibits to Response to Request No. 1(b).)

(d) Oldham Woods has a verbal agreement with OCWD whereby it administers the billing service for Oldham Woods using such rates as are lawfully established in Oldham Woods’ tariff. The bills are issued on OCWD’s regular, periodic billing schedule and are included on OCWD’s regular water bill to those OCWD customers receiving sewer service from Oldham

Witness: Patience Martin

Woods. All of Oldham Woods' customers are customers of OCWD. OCWD remits payments received for sewer service provided by Oldham Woods to Oldham Woods on a monthly basis. OCWD charges Oldham Woods a fee of \$2.60 per month for each customer receiving a bill for sewer services. This fee is deducted from the monthly remittance to Oldham Woods. In the event Oldham Woods adjusts the rates that it charges for providing sewer service, OCWD incorporates the revised rates into its billing software upon thirty (30) days' notice from Oldham Woods and upon receipt of a notarized copy of an official Oldham Woods' document enacting such rate adjustment. Oldham Woods is required to notify customers affected by any such rate adjustment at least thirty (30) days in advance of any billing reflecting such rate.

(e) Oldham Woods' website located at www.oldhamwoodssanitation.com contains the contact information for OCWD, including a telephone number. Additionally, Oldham Woods' customer bills contain the contact information (including telephone number) for the owner of Oldham Woods. (See Exhibits to Response to Request No. 1(b).)

(f) Oldham Woods' customer bills contain the contact information, including telephone number, for the owner of Oldham Woods. The customer bills state that "Questions about billing, and starting/stopping/moving service should be directed to" OCWD, and the contact information for OCWD, including telephone number, is provided. Additionally, Oldham Woods' website located at www.oldhamwoodssanitation.com contains the contact information for OCWD. (See Exhibits to Response to Request No. 1(b).)

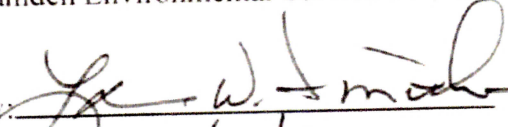
Camden Environmental Service Co., Inc.
P. O. Box 137
Crestwood, KY 40014

CONTRACT FOR SEWAGE TREATMENT PLANT OPERATION

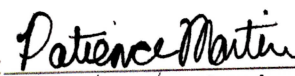
1. Plant Owner or responsible party and address: Oldham Woods Sanitation, Inc.
2. Location: Oldham Woods Subdivision
WWTP and remote lift station
LaGrange, Kentucky
3. Type: Aerated Sewage Lagoon System
4. The Plant Owner agrees to pay the following fees to the Service Company: \$1,280.00 per month plus \$.45 per mile
5. Fees are to be paid by Plant Owner in advance on the first day of each month.
6. Period of Contract: April 1, 2019 through March 31, 2022
7. In the event the Plant Owner does not fulfill any portion of this Contract, a 30 day notice will be given by the Service Company. After the expiration of the 30 day notice period, unless the parties have otherwise agreed, this contract becomes null and void, and all fees paid to date become the property of the Service Company.
8. Services to be provided by Service Company include the following:
 - Inspections and Frequency: 7 times per week. (Plant and lift station)
 - Application of chemicals as needed.
 - Major repairs by our Service Department will be charged at the rate of \$50.00 per man hour and \$.55 per mile.
9. The Plant Owner will provide all utilities, parts, chemicals, and materials required for operating, maintenance, servicing, and maintaining the said System.
10. The Plant Owner is responsible for providing the following items:
 - Extra Labor: Required or due to Plant overload, major equipment repairs, general painting of buildings and equipment, piping, etc., flooding, windstorms, etc.
 - Sludge Hauling: Plant Owner to provide and pay for hauling excess sludge when required.
 - Chemicals: Plant Owner to supply required chemicals.
 - Discharge permit analysis: Plant Owner to provide the services of a private laboratory to perform the required analysis to comply with the KPDES permit.
11. Access Road: The Plant Owner is to maintain a reasonable access road to the plant site.

12. The Service Company will provide its own liability insurance.
13. The Service Company will not be liable for vandalism, or breaking and entering the said location or sewage treatment plant.
14. Any unauthorized persons or equipment on said location without the permission of the Service Company will not be the liability of the Service Company.
15. If at any time during this Contract, the plant become overloaded due to extra connections, stronger than normal sewage, commercial or industrial waste being added requiring more than normal operation attention, the Service Company reserves the right to negotiate with the Plant Owner for additional compensation.
16. The Plant Owner should provide protection to all exposed piping to prevent freezing and hampering operational procedure during winter months.
17. The Service Company is not liable for damage due to ice and freezing unless the Service Company's negligence has caused the damage due to ice and freezing.
18. Purchase of parts, chemicals, materials and services in excess of \$500.00 will be approved by the Plant Owner prior to purchase and invoiced directly to the Plant Owner.
19. The Service Company is not liable or responsible for objections to sewage system, noises, odors, effluent, frothing or other peculiarities inherent to such a system.
20. Should the Service Company have to take legal action or initiate collection to collect amounts due it under this contract or to enforce the contract, the Plant Owner agrees that it shall pay the reasonable attorneys fees and court costs incurred by the Service Company. The Plant Owner shall pay interest at the rate of twelve percent (12%) per annum on amounts remaining unpaid thirty (30) days after the date of the invoice.

Camden Environmental Service Co., Inc.

By: 
Date: 10/17/20

Oldham Woods Sanitation, Inc.

By: 
Date: 10/17/2020

OLDHAM COUNTY WATER DISTRICT
 P.O. BOX 51
 BUCKNER, KY 40010
 PH. (502) 222-1690



ACCOUNT		12/02/19 TO 12/30/19		
SERVICE AT				
TYPE	PRESENT	PREVIOUS	USAGE	CHARGES
WT	3649	3623	26	18.46
UT	School Tax			0.55
SO	Oldham Woods -XF			47.27
NOTICE: Customers with previous balance due will be disconnected 1/21/20				
CLASS	AMOUNT DUE AFTER DUE DATE	DUE DATE	AMOUNT DUE ON OR BEFORE DUE DATE	
RO1	66.18	02/01/20	66.28	

RETURN SERVICE REQUESTED

FIRST CLASS MAIL
 U.S. POSTAGE PAID
 BUCKNER, KY 40010
 PERMIT NO. 20

PLEASE BRING ENTIRE BILL TO OFFICE OR MAIL STUB WITH PAYMENT

ACCOUNT		DUE DATE
		02/01/20
AMOUNT DUE ON OR BEFORE DUE DATE	SAVE THIS	AMOUNT DUE AFTER DUE DATE
66.28	1.90	68.18

LAGRANGE KY 40031-8967

Questions about billing, and starting/stopping/moving service should be directed to
 Oldham County Water District
 2160 Spencer Court
 LaGrange, KY 40031
 (502) 222-1690

For service/repair issues, contact Larry Smither with
 Camden Environmental Service Company, Inc, at (502) 693-8634

For all other questions or concerns,
 visit www.oldhamwoodssanitation.com,
 or send an e-mail to oldhamwoodssan@yahoo.com,
 or write to
 Oldham Woods Sanitation
 PO Box 23226
 Anchorage, KY 40223
 or call (502) 387-5465

P. Martin, President, Oldham Woods Sanitation, Inc.

OLDHAM WOODS SANITATION, INC.

Mailing address: PO BOX 23226, Anchorage, KY 40223
Registered Agent address: 10180 Linn Station Rd, Ste A200, Louisville, KY
40223

Located between Dogwood Cross Rd and Reserve Pkwy, LaGrange, KY



Billing Information

For billing questions, contact the Oldham County
Water District, at:
(502) 222-1690

Pay Your Bill

Emergency Contact

For emergencies, contact Camden Environmental
Service Company, at:
(502) 693-8634

Tariff and monthly rates

For all other inquiries, please write oldhamwoodssan@yahoo.com or call (502) 387-5465



© 2011 Oldham Woods Sanitation, Inc.



REQUEST NO. 2: State whether Oldham Woods has a website with 24-hour availability for internet-based access to services.

RESPONSE: Oldham Woods has a website available 24 hours a day located at www.oldhamwoodssanitation.com. The website contains the contact information for OCWD for billing questions, allows customers to pay bills on-line by linking to the OCWD website, and also contains the contact information, including telephone number, for Camden. Oldham Woods' website also provides access to its tariff, including its rates.

REQUEST NO. 3: Provide evidence of the cost to rent and staff an office.

RESPONSE: Based on a sampling of available business rental space in the area, it is estimated the cost of renting a 900 square foot office in Oldham County for Oldham Woods would be \$12,600 annually. Office space between 900 to 1,400 square-feet is available in LaGrange, Oldham County, Kentucky at a cost of \$14.00 per square-foot, for an annual cost of \$12,600 to \$19,600 per year. Supporting documentation is attached. Documentation supporting the rental of a 500 square-foot office space for the amount of \$7,725.00 annually was submitted to the Commission in 2017 in PSC Case No. 2017-00393. Research reflects that there is limited office space currently available in Oldham County, and office space at a cost of \$7,725.00 annually could not be located at this time.

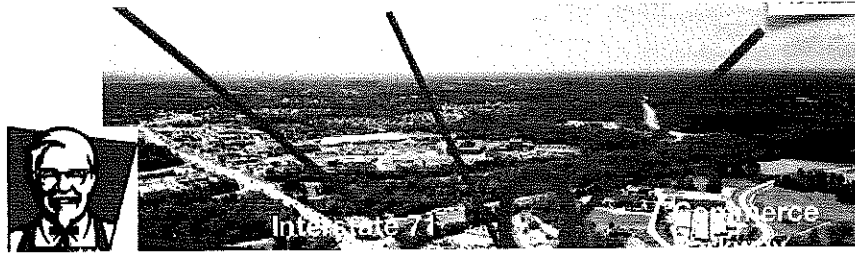
The per square-foot rental rate for office space does not include the cost of utilities, including but not limited to water, sewer, cable for internet service, electricity and/or gas. It also does not include the cost of office furniture and various other expenses associated with maintaining work space.

If a qualified person could be found who was agreeable to working only 7 hours per week, it is estimated that an hourly wage would be \$10-15 per hour, resulting in an annual cost of \$4,160 to \$6,240.

At the low end of rent and staffing, the annual cost to Oldham Woods would be approximately \$12,600 for rent and \$4,160 for staff (total \$16,760), but potentially could be significantly higher due to utilities, office equipment and other expenses. To increase annual costs

Witness: Patience Martin

by \$16,760 to include rent for office space (excluding utilities) and for staff, Oldham Woods would need to increase monthly rates by approximately \$9.31 per customer.



1/7

[VIEW MAP](#) [GET DIRECTIONS](#)

RENTAL DETAILS

SPACE AVAILABLE	900-1,400 SF	LEASE TYPE	Modified Gross
# OF SPACES	4	LEASE LENGTH	2-3 Years
RENT RATE (MO)	\$1.17/SF/mo	AVAILABLE	Now
RENT RATE (YR)	\$14.00/SF/yr		

BUILDING DETAILS

PROPERTY TYPE	Retail	YEAR BUILT	1999
PROPERTY SUBTYPE	Freestanding	PARKING SPACES	70
TOTAL BUILDING SIZE	20,386 SF		

LAND DETAILS

LAND ACRES	1.76001 AC	ZONING	C-3
LAND SF	76,666 SF		

REQUEST NO. 4: Confirm that the owner and president of Oldham Woods will meet with customers by appointment at the plant site or other public location.

RESPONSE: The owner and president of Oldham Woods agrees to meet with customers by appointment at the site of the WWTP or other agreed upon public location.