

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 REPORT IN RESPONSE TO THE  
COMMISSION'S FINAL ORDER OF NOVEMBER 17, 2020**

Comes Oldham Woods Sanitation, Inc. ("Oldham Woods"), by counsel, and pursuant to the Public Service Commission's ("Commission") Order of November 17, 2020, hereby submits the following information in support of the Commission's Order granting it a deviation from the requirement to maintain and staff an office.

1) Oldham Woods has contracted with the Oldham County Water District ("OCWD") for billing and collection services. In addition to billing and collection services, OCWD provides customer service in-person, by email, telephone and mail for Oldham Woods' customers with questions regarding billing issues, establishing a payment plan, and starting or stopping service. A copy of said written contract is attached hereto as Exhibit A.

2) Oldham Woods has contracted with Camden Environmental Services Co., Inc. ("Camden Environmental") for the operation of the Oldham Woods wastewater treatment plant and sewer system through December 31, 2023. Camden Environmental provides 24-hour access for customers to report emergency and non-emergency requests for service. The contact information for Camden Environmental is available on Oldham Woods' website and on Oldham Woods' monthly bills. A copy of said contracts are attached hereto as Exhibit B.

3) Oldham Woods maintains a website containing the contact information of Camden Environmental and OCWD. The website also allows customers of Oldham Woods to pay their bills on-line through a link to OCWD's website. A copy of a screen shot of the website is attached hereto as Exhibit C.

4) The owner and president of Oldham Woods meets with customers as necessary by appointment at the site of the Oldham Woods wastewater treatment plant or other agreed upon public location, although no such requests have been made in the last two years. The contact information for the owner and president of Oldham Woods is reflected on Exhibit C.

5) Oldham Woods has previously provided documentation supporting its estimate of the cost to rent and staff an office if it was required to do so. This documentation reflected that in 2020 it would cost between \$12,600.00 and \$19,600.00 annually to rent a 900 to 1,400 square foot office in Oldham County. The 2020 estimate of the annual cost to staff an office for seven hours per week at an hourly rate of \$10.00 to \$15.00 would be between \$4,160.00 to \$6,240.00. Rental rates and hourly wage rates in Oldham County, Kentucky have increased substantially since 2020, so the cost of operating an in-person office would be even greater than projected in 2020.

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: [rmoores@stites.com](mailto:rmoores@stites.com)

COUNSEL FOR OLDHAM WOODS  
SANITATION, INC.

# **EXHIBIT A**

## BILLING SERVICE AGREEMENT

**THIS AGREEMENT** entered into this 9th day of December 2020 by and between **OLDHAM COUNTY WATER DISTRICT** (“OCWD”) and **OLDHAM WOODS SANITATION**. (“OWS”) (collectively, “the Parties”).

**WHEREAS**, OWS has expressed its interest in engaging OCWD to perform customer billing, accounting, and collection of OWS sewer service charges (“Billing Service”);

**WHEREAS**, this engagement would involve the inclusion of the said sewer service charges on OCWD’s own bills for water service to OWS sewer customers;

**WHEREAS**, OCWD is willing to perform said Billing Service for OWS’s sewer service, pursuant to the provisions set forth in this Agreement;

**WHEREAS**, OWS agrees to timely furnish OCWD with sufficient data related to the sewer service charges necessary for OCWD to perform the Billing Service, including any changes in the number and location of sewer customers; and

**WHEREAS**, the geographical area for which OCWD will perform this Billing Service for OWS is within OCWD’s water service area.

**NOW, THEREFORE**, the Parties agree as follows:

**1. Term of Agreement.** This Agreement shall be for an initial two (2) year term commencing on January 1, 2021 and terminating on December 31, 2022. At the end of the initial term, the Agreement shall automatically renew for successive twelve-month periods, upon the same terms and conditions, unless either Party cancels the Agreement pursuant to the provisions in paragraph 13.

**2. Billing Amount and Schedule.** The Parties agree that OCWD shall administer the Billing Service for OWS using such rates as are lawfully established by OWS. The Parties further agree that the Billing Service shall take place on OCWD’s regular, periodic billing schedule pursuant to

OCWD's regular billing processes, and shall be included on OCWD's regular water bill to those OCWD customers receiving sewer service from OWS.

**3. Remittance.** OCWD agrees to perform the Billing Service for all legally-established sewer service charges for OWS customers as part of its regular billing of water charges. OWS understands that customers are billed monthly. OCWD further agrees to remit payments collected to OWS on or before the 20<sup>th</sup> day of the following month after payment is received. OCWD's remittance will include a summary of the accounts billed and payments collected.

**4. Monthly Reports.** OCWD agrees to provide OWS with regular monthly reports as to the number of sewer users billed, gross and net billing, adjustments to billing, and uncollectible bills and accounts.

**5. OCWD Fee.** OCWD shall charge a fee to OWS of \$2.60 per month for each customer billing of sewer fees. This fee shall be deducted from the monthly remittance to OWS. This fee may be adjusted annually due to an increase in costs of providing the Billing Service. Such adjustment shall not exceed three (3) percent annually.

**6. OCWD Responsibility.** The Parties agree that OCWD is responsible only for collection of payments in the ordinary billing and collection services, and that OCWD assumes no liability and no responsibility for other collection methods, including, but not limited to, water shut-off and formal legal collection proceedings. OCWD further agrees to use the same diligence, policies, and procedures in the Billing Service as it uses in the administration, billing, accounting, and collecting of its own water service charges.

**7. Partial Payment.** Any payment received by OCWD which is not adequate to pay the bill in full or any payment according to a payment plan shall be applied first to the water service portion of the bill.

**8. Rate Adjustment.** In the event OWS adjusts the rates that it charges for providing sewer service, OCWD shall incorporate the revised rates into its billing software upon thirty (30) days notice and upon receipt by OCWD of a final Order from the PSC approving such rate adjustment. The Parties agree that OWS shall notify customers affected by any such rate

adjustment at least thirty (30) days in advance of any billing reflecting such rate adjustment.

**9. Joint Accounts.** In the case of joint accounts, the Parties agree to take whatever action is necessary to have sanitary sewer service and the liability therefore placed in the same person or name as is the water service for the account. An example of this requirement would be in the case of rental property, where the landlord is billed instead of the tenant(s) or vice versa.

**10. Tax.** In addition to the calculation of the Billing Service as set forth herein, OCWD shall calculate the applicable state sales and use tax and include the same on the monthly bill to customers.

**11. Change in Billing Procedures.** OCWD reserves the right to change its billing procedures with at least 90 days notice.

**12. Right to Inspect.** OWS shall have the right, at OWS's request and upon reasonable notice, but not more frequently than once per year, to perform an on-site inspection of any OCWD records required to determine the accuracy of OCWD's Billing Service as provided in this Agreement.

**13. Termination of Agreement.** This Agreement may be cancelled by either OCWD or OWS by certified mail, with at least 180 days written notice to the other Party. In the event of such cancellation, both Parties agree to work together in a timely manner to ensure that the sewer customers will be billed in a timely fashion during this transition period.

**14. Notice.** Notice to the Parties shall be by certified mail to the following:

**For OCWD:**

Chief Executive Officer  
Oldham County Water District  
PO BOX 51  
Buckner, KY 40010

**For OWS:**

Director  
Oldham Woods Sanitation Inc.  
PO Box 23226  
Louisville, KY 40223

**15. Assignment.** The Parties agree that neither OCWD nor OWS shall assign this Agreement to any third party without the other Party's prior written consent.

**16. Binding Nature.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors.

**17. Jurisdiction.** The Parties agree that this Agreement shall be governed by the laws of the Commonwealth of Kentucky.

**18. Severability.** If any paragraph, clause, or provision of this Agreement should ever be held invalid by a court of competent jurisdiction, any such holding shall not affect the validity of the remaining paragraphs, clauses, or provisions of the Agreement.

**19. Entirety of Agreement.** The Parties further agree that this Agreement shall supersede all previous agreements, oral or written, between the Parties with respect to Billing Service, and that this Agreement constitutes the entire agreement between the Parties with respect to Billing Service. The Agreement may be altered or amended only by written agreement of both Parties.

**[Rest of page intentionally left blank]**



**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the day and year first above written.

**Oldham County Water District:**

  
\_\_\_\_\_  
Russell Rose, CEO

**Oldham Woods Sanitation:**

  
\_\_\_\_\_  
Patience Martin, Director

# **EXHIBIT B**

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

CONTRACT FOR SEWAGE TREATMENT PLANT OPERATION

1. Plant owner or responsible party: Oldham Woods Sanitation Inc.
  2. Location: Oldham Woods Subdivision WWTP  
Dogwood Cross  
LaGrange. KY
  - 3- Plant Type: Aerated Sewage Lagoon System
  4. Fee: Pay \$1,280.00 per month  
Pay mileage based on \$.45/mile
  5. Fees to be paid in advance on the first day of each month.
  6. Period of Contract: January 1, 2022 thru December 31, 2022
  7. In the event any portion of this contract is not full filled by the plant owner, a 30-day notice will be given to the owner by the Service Company. After this time, this contract becomes null and void, and all fees paid to date become the property of the Service Company.
  8. It is the general intention of this contract for the Service Company to provide the labor and supervision for the normal operation and maintenance of the above mentioned system.
  9. Items specifically included will be as follows:
    - A. Frequency of inspection will be 7 times per week (Plant and lift station)
    - B. Major repairs will be charged at the rate of \$50 00 per man hour and S.55 per mile traveled.
-

10- The owner will provide all utilities, parts, chemicals, and materials for operating and maintaining the said system.

11. Other items not specifically included that are owners responsibility:

A. Extra labor required or called for by plant overload, major equipment repairs, general painting of buildings and equipment, piping, flooding, windstorms etc.

B. Sludge Hauling: Owner to provide and pay for hauling excess sludge when required.

12. Access Road: The owner is to maintain a reasonable access road to the plant site.

13. The Service Company will provide its own liability insurance.

14. The Service Company will provide 24-hour access for customers to report emergency and non-emergency requests for service.

15. The Service Company will not be liable for vandalism, or breaking and entering the said property.

16. Any unauthorized persons or equipment on said location without the permission of the Service Company, will not be the liability of the Service Company.

17. If at any time during this contract, the plant becomes overloaded due to extra connections, stronger than normal sewage, commercial or industrial waste being added requiring more than normal operator attention, the Service Company reserves the right to negotiate with the owner for proper compensation.

18. The owner should provide protection to all exposed piping to prevent freezing and hampering operational procedure during winter months.

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(3)

19. The Service Company is not liable for damage due to ice and freezing only to the extent where negligence is indicated.

20. Purchase for parts, chemicals, materials and services in excess of \$150.00 will be approved by the plant owner prior to purchase and invoiced directly to the owner.

21. The Service Company is not to be held liable for objections to sewage system noises, odors, effluent, frothing or other peculiarities inherent to such a system only to the extent of cancellation of this contract.

Camden Environmental Service Company Inc.

A handwritten signature in black ink, appearing to read "J. W. Smith", is written over a horizontal line.

Oldham Woods Sanitation Inc.

By: Patricia Marks

Title: President

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

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(3)

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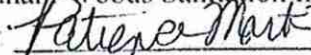
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Camden Environmental Service Company Inc.

  
\_\_\_\_\_

Oldham Woods Sanitation Inc.

By:   
\_\_\_\_\_

Title: President



# **EXHIBIT C**

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# 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  
40031



## Billing Information

For billing questions, contact the Oldham County

Water District, at:

**(502) 222-1690**

## Emergency Contact

For emergencies, contact Camden Environmental

Service Company, at:

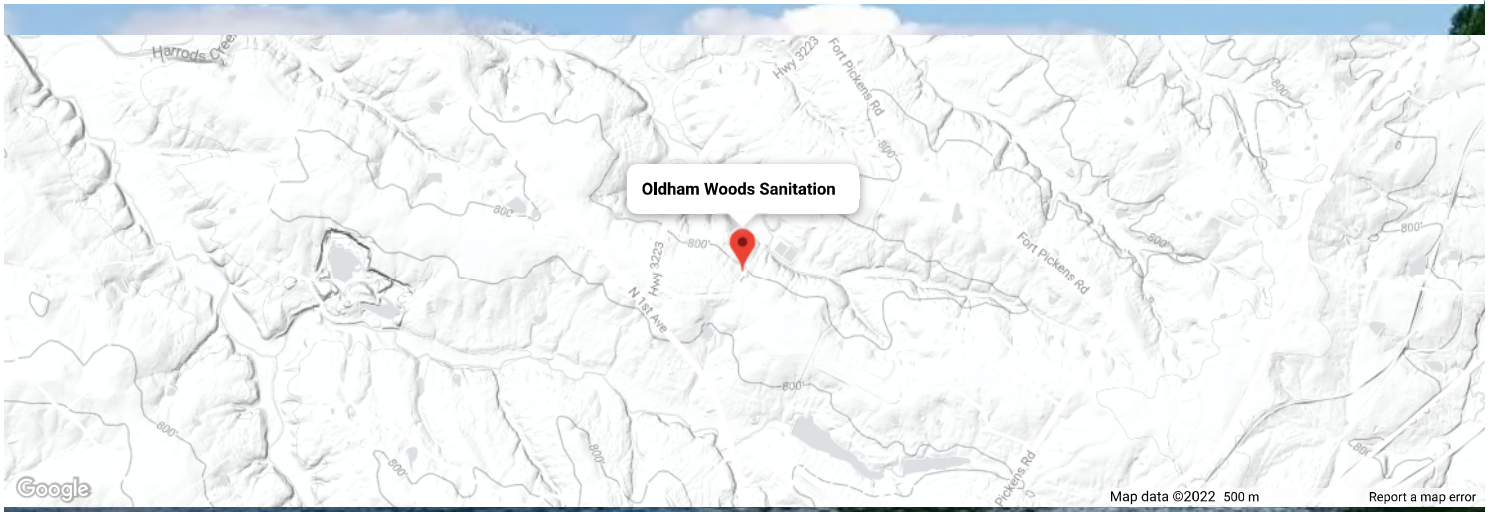
**(502) 693-8634**

Pay Your Bill

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# Tariff and monthly rates

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



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## CUSTOMER BILL OF RIGHTS

As a residential customer of a regulated public utility in Kentucky, you are guaranteed the following rights subject to Kentucky Revised Statutes and the provisions of the Kentucky Public Service Commission Administrative Regulations:

- You have the right to service, provided you (or a member of your household whose debt was accumulated at your address) are not indebted to the utility.
- You have the right to inspect and review the utility's rates and tariffed operating procedures during the utility's normal office hours.
- You have the right to be present at any routine utility inspection of your service conditions.
- You must be provided a separate, distinct disconnect notice alerting you to a possible disconnection of your service if payment is not received.
- You have the right to dispute the reasons for any announced termination of your service.
- You have the right to negotiate a partial payment plan when your service is threatened by disconnection for non-payment.
- You have the right to participate in equal, budget payment plans for your natural gas and electric service.
- You have the right to maintain your utility service for up to thirty (30) days upon presentation of a medical certificate issued by a health official.
- You have the right to prompt (within 24 hours) restoration of your service when the cause for discontinuance of the service has been corrected.
- If you have not been disconnected, you have the right to maintain your natural gas and electric service for up to thirty (30) days if you present a Certificate of Need issued by the Kentucky Cabinet for Human Resources between November and the end of March.
- If you have been disconnected due to nonpayment, you have the right to have your natural gas or electric service reconnected between the months of November through March provided you:
  1. Present a Certificate of Need issued by the Kentucky Cabinet for Human Resources, and
  2. Pay one third (1/3) of your outstanding bill (\$200 maximum), and
  3. Accept referral to the Human Resources' Weatherization Program, and
  4. Agree to a repayment schedule that will cause your bill to become current by October 15.
- You have the right to contact the Public Service Commission regarding any dispute that you have been unable to resolve with your utility (Call Toll Free 1-800-772-4636).

The Customer Bill of Rights is referenced in 807 KAR 5:006 Section 14 (1) (c) 1 .