

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

| | |
|---|------------|
| ELECTRONIC INVESTIGATION INTO WHOLESALE) | |
| WATER RATES CHARGED BY THE CITY OF) | |
| CARLISLE TO SHARPSBURG WATER DISTRICT) | CASE NO. |
| AND NICHOLAS COUNTY WATER DISTRICT) | 2019-00382 |
| PURSUANT TO KRS 278.200, KRS 278.160,) | |
| KRS 278.180, KRS 278.190, AND KAR 5:011) | |

DIRECT TESTIMONY

OF

**GAYLE HANEY
MANAGER
SHARPSBURG WATER DISTRICT**

ON BEHALF OF

SHARPSBURG WATER DISTRICT

FILED: DECEMBER 1ST, 2021

**DIRECT TESTIMONY
OF
GAYLE HANEY**

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**DIRECT TESTIMONY
OF
GAYLE HANEY**

I. INTRODUCTION:

Q. Please state your name, business address, and position.

A. My name is Gayle Haney. I am the Manager for Sharpsburg Water District. I have had that position for 38 years. My business address is 16 E Mill Street, P.O. Box 248, Sharpsburg, Kentucky 40374 .

Q. On whose behalf are you testifying?

A. I am testifying on behalf of Sharpsburg Water District.

Q. Have you ever testified before the Kentucky Public Service Commission?

A. No.

II. PURPOSE OF TESTIMONY:

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to address the recent wholesale billing issue with the City of Carlisle, and to state Sharpsburg Water District's position as to the City of Carlisle's proposed wholesale water rate increase.

Q. Are you sponsoring any exhibits?

A. Yes. I submit the following exhibits to support my testimony:

- A. The Water Purchase Contract between Sharpsburg Water District and the City of Carlisle dated November 13th, 1989.
- B. Spreadsheet calculation of overbilling by the City of Carlisle.
- C. Letter from myself to City of Carlisle addressing the overbilling issue.
- D. Rate schedules provided by City of Carlisle
- E. Letter from Sharpsburg Water District Board Chairman to City of Carlisle addressing overbilling issue.

III. OVERBILLING ISSUE:

Q. What is the current contractual relationship with Sharpsburg Water District and the City of Carlisle?

A. Sharpsburg Water District entered into a Water Purchase Agreement with the City of Carlisle on November 13th, 1989. *See Exhibit A.* Under the term of that Agreement the City of Carlisle is to provide Sharpsburg Water District up to 100,000 gallons of water per day. The rate would be as established by Ordinance of the City of Carlisle.

Q. How much water does Sharpsburg Water District purchase from the City of Carlisle?

A. Approximately 1,800,000 gallons per month. Which amounts to approximately 60,000 gallons per day. City of Carlisle has been unable to meet the contractual limit of 100,000 gallons per day. Sharpsburg Water District also purchases water from Bath County Water District, in the amount of approximately 6,200,000 gallons per month.

Q. When did you notice that you were being overbilled?

A. In July of 2021 I noticed that our bill was higher than it should be under the 2019 Tariff. I provided the amount of purchased water and the Tariff rate to our CPA to look into. Our CPA

produced the attached spreadsheet. *Exhibit B*. The overbilling began in July of 2020. From July of 2020 through July of 2021 we were overbilled a total of \$1,386.58. We were not overbilled in August of 2021. However we were overbilled \$112.25 in September of 2021 and \$102.84 in October of 2021.

Q. What did you do when you discovered the overbilling?

After I received the spreadsheet from our CPA I notified the City of Carlisle of the overbilling in August of 2021 by letter. *Exhibit C*. In response we were provided the attached rate schedules and were advised that the City had applied a cost of living increase. *Exhibit D*. Our Board Chair responded by letter dated October 13th, 2021. *Exhibit E*.

Through October 2021 Sharpsburg Water District has been billed and paid the City of Carlisle the sum of \$1,602.67 over the current Tariff rate.

IV. POSITION AS TO PROPOSED TARIFF OF CITY OF CARLISLE:

Q. You are aware that the City of Carlisle has filed a revised Tariff with the Public Service Commission?

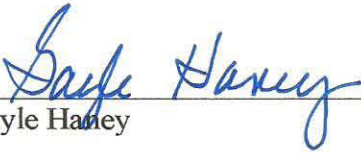
A. Yes.

Q. What is the position of the Sharpsburg Water District as to the revised Tariff of the City of Carlisle?

A. Sharpsburg Water District is unaware of any reason to object to the revised Tariff and therefore, has no objection. Sharpsburg Water District has already filed a request with the Public Service Commission an application for a pass-through rate adjustment.

Verification

I, Gayle Haney, Manager of Sharpsburg Water District, hereby state and affirm that the foregoing testimony and attached exhibits were prepared by me or under my supervision, and all statements contained therein are true and correct to the best of my knowledge and belief, on this the 12th day of November, 2021.

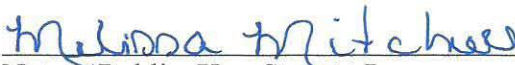


Gayle Haney

COMMONWEALTH OF KENTUCKY)

COUNTY OF BATH)

The foregoing verification statement was SUBSCRIBED AND SWORN to before me by Gayle Haney, Manager of Sharpsburg Water District, on this the 12th day of November, 2021.



Notary Public, Ky., State at Large
My commission expires: May 2, 2023

WATER PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this 13 day of November, 1989, by and between the City of Carlisle, Kentucky, hereinafter referred to as "SELLER", and Sharpsburg Water District, hereinafter referred to as "PURCHASER".

WITNESSETH:

WHEREAS, Sharpsburg Water District desires an additional source of water supply; and

WHEREAS, City of Carlisle has the ability to deliver water to Sharpsburg Water District provided proposed upgrades of their existing system are completed, respectively;

NOW, THEREFORE, the parties do hereby mutually agree as follows:

A. The SELLER agrees:

1. (QUALITY and QUANTITY) To furnish the PURCHASER at a point of delivery hereinafter specified, during the term of this Contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Kentucky Department for Human Resources in such quantity as may be required by the PURCHASER not to exceed one hundred thousand (100,000) gallons per day.
2. (CARLISLE SYSTEM IMPROVEMENTS) To supply water to the Sharpsburg Water District, the SELLER shall first meet the terms of Agreed Order 87222, complete construction of the raw water transmission line and pump station improvements; including application for and receipt of a revised Water Withdrawal Permit from the Division of Water incorporating the Agreed Order improvements. The SELLER shall supply certification to

the Divisio. of Water that this work has been satisfactorily completed prior to delivery of water to the PURCHASER.

3. (POINT OF DELIVERY AND PRESSURE) That water will be furnished at a reasonably constant pressure calculated at fifty (50) p.s.i. from the proposed termination point and master meter of the to be constructed 8-inch transmission main supply line located at the intersection of State Highway 36 and the T.T.I. Railroad crossing. If a greater pressure than normally available at the point of delivery is required by the PURCHASER, the cost of providing such greater pressure shall be borne by the PURCHASER. Emergency failures of pressure or supply due to main supply line breaks, power failures, flood, drought, curtailment of draw, fire and use of water to fight fire, earthquake or other catastrophe, including periodic failure of pressure due to maintaining of the system by SELLER, shall excuse the SELLER from this provision for such reasonable period of time as may be necessary to restore service.

4. (METERING EQUIPMENT) To operate and maintain at its own expense to point of delivery, the 8-inch transmission line, the necessary metering equipment, including a meter house or pit, and required devices of standard type (all to be supplied and dedicated by the PURCHASER) for properly measuring the quantity of water delivered to the PURCHASER, and to calibrate such metering equipment whenever requested by the PURCHASER but not more frequently than once every twelve months. A meter registering not more than two

percent above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the Six (6) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period in the year immediately prior to the failure, unless SELLER and PURCHASER shall agree upon a different amount. The metering equipment shall be read in accordance with SELLERS usual reading and billing schedule. An appropriate official of the PURCHASER at all reasonable times shall have access to the meter for the purpose of verifying its readings.

5. (SYSTEM IMPROVEMENTS) That the proposed 8-inch transmission line proposed to be constructed by PURCHASER from the SELLER'S existing 10-inch line on Oriole Street to the T.T.I. Railroad tracks is designed to benefit to SELLER'S system as well the system of the PURCHASER. Therefore, the SELLER agrees to pay the PURCHASER the actual cost difference between a 6-inch transmission line which would be necessary to supply water to the PURCHASER only, and an 8-inch transmission line which is necessary to mutually benefit both PURCHASER and SELLER, not to exceed Nine Thousand (\$9,000.00) Dollars, which fee is to represent the difference in cost of materials required to oversize the line.

6. (BILLING & STATEMENTS) To furnish the PURCHASER, in accordance with SELLER'S usual billing schedule, a monthly statement including the quantity of water furnished for the preceding billing month and the current amount due.

B. The PURCHASER agrees:

1. (UPGRADE OF SELLER'S SYSTEM) To construct an 8-inch transmission line ("the 8" Line") from the end of SELLER'S existing 10-inch line at Oriole Street near the SELLER'S existing 182,000 Gallon Tank to the T.T.I. Railroad Crossing of Route 36, including the construction of necessary metering equipment and facilities to be maintained and operated thereafter at the cost and expense of SELLER.

2. (METERING EQUIPMENT) To furnish and install one (1) dual turbine meter pit and connections to the SELLER'S system as set out in Paragraph A(3) above. Said meter vaults and metering equipment and connections ("the Equipment") shall follow good and normal engineering principles and said design and installation shall be approved by the SELLER and performed by the PURCHASER.

3. (DEDICATION) Upon completion, testing, and acceptance by the SELLER, "the 8" Line" and "the Equipment" shall become the property of the SELLER, which will operate and maintain same in accordance with Paragraph A(4) above.

4. (RATES AND PAYMENT DATE) To pay the SELLER, not later than ten (10) working days following billing by SELLER, for water delivered in accordance with the usual schedule of water rates as established from time

to time of ordinance of SELLER, currently per the following schedule of rates:

| | |
|---------------------------|---------------------|
| First 1,000 gallons @ | \$6.00 |
| Next 4,000 gallons @ | 1.60 per 1,000 gal. |
| Next 5,000 gallons @ | 1.55 per 1,000 gal. |
| Next 5,000 gallons @ | 1.30 per 1,000 gal. |
| Next 10,000 gallons @ | 1.20 per 1,000 gal. |
| Next 25,000 gallons @ | 1.00 per 1,000 gal. |
| All over 50,000 gallons @ | .95 per 1,000 gal. |

A penalty of ten (10) percent of the amount due will be assessed and paid on all bills not paid in full within ten (10) working days in accordance with ordinances of SELLER.

5. (CONNECTION FEE) If all connections are accomplished by PURCHASER, there shall be no connection fee due SELLER; if however, SELLER is required or requested to perform any connections PURCHASER shall pay SELLER the actual cost of materials required to make such connection.

C. It is further mutually agreed as between the SELLER and the PURCHASER as follows:

1. (CONDITIONS PRECEDENT) The parties mutually acknowledge that the construction of the 8-inch water transmission supply line and improvements and water distribution system improvements by the PURCHASER is proposed in anticipation of financing by a Community Development Block Grant and through the Farmers Home Administration, Department of Agriculture, and the provisions hereof are conditioned upon the approval of the appropriate administrators of the Block Grant and FmHA grant and loan programs. This Contract, in its entirety, is further specifically conditioned upon the

receipt of sufficient financing from said sources to enable PURCHASER to undertake and complete the proposed project according to terms imposed by the said financing agencies.

2. (TERM) That this Contract shall extend for a term of forty (40) years from the date of the initial delivery of water as shown by the first bill submitted by the SELLER and thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the SELLER and the PURCHASER.

3. (DELIVERY OF WATER) That ten (10) days prior to the estimated date of completion of construction of the PURCHASER'S water distribution system improvements, the PURCHASER will notify the SELLER in writing of the date for the initial delivery of water.

4. (WATER FOR TESTING) When requested by the PURCHASER, the SELLER will make available to PURCHASER'S contractor at the point of deliver, or other point reasonably close thereto, water sufficient for testing, flushing and trench filling "the 8" Line" and "the Equipment" during construction, irrespective of whether the metering equipment has been installed at that time at a reasonable charge to be paid by the contractor, or, upon his failure to pay, by the PURCHASER.

5. (FAILURE TO DELIVER) That the SELLER will at all times operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the PURCHASER with the quantities of water required by the PURCHASER. Temporary or partial failures to supply water shall be remedied with all

possible dispatch. In the event of an extended shortage of water, or should the supply of water that is available to the SELLER be otherwise diminished over an extended period of time, the supply of water to PURCHASER shall be reduced or diminished in the same ratio or proportion as the supply to the SELLER'S other purchasers is reduced or diminished.

6. (MODIFICATION OF RATES) The rate charged PURCHASER by SELLER for potable water shall be in accordance with rates charged SELLER'S other customers as established from time to time by Ordinance of the City of Carlisle, Kentucky.

7. (REGULATORY AGENCIES) That this Contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this state and the PURCHASER and SELLER will collaborate in obtaining such permits, certifications, or the like, as may be required to comply therewith.

8. (PLEDGE AS SECURITY) This Contract is pledged to the United States of America, acting by and through the Farmers Home Administration (FmHA), as security for the loan made to the PURCHASER by FmHA.

9. (SUCCESSOR TO THE PURCHASER) That in the event of any occurrence rendering the PURCHASER incapable of performing under this Contract, any successor of the PURCHASER, whether the result of legal process, assignment, or otherwise shall succeed to the rights of the PURCHASER hereunder.

10. (CONFLICTS OF LAW) This Contract shall be

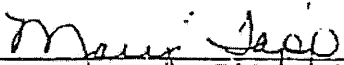
construed according to the laws of the Commonwealth of Kentucky.

11. (MODIFICATION) This Contract shall not be modified except in writing executed by both Parties hereto.

IN WITNESS WHEREOF, the parties hereto, acting under authority of their respective governing bodies, have caused this Contract to be duly executed in six (6) counter parts, each of which shall constitute an original.

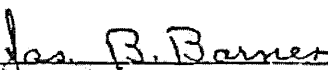
City of Carlisle, Kentucky
SELLER

BY: 
Lee Bentz, Mayor


ATTEST: 
Mary Tapp, City Clerk

Sharpsburg Water District
PURCHASER

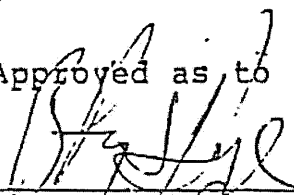
BY: 
Mike Pryor, Chairman

ATTEST: 
Secretary

Approved as to form:


Henry Watson III, Attorney at Law
Counsel for City of Carlisle

Approved as to form:


Billy G. Hopkins, Attorney at Law
109 Main Street
Carlisle, Kentucky
Counsel for Sharpsburg Water District

The Water Purchase Agreement dated November 13, 1989, by and between the City of Carlisle (SELLER) and Sharpsburg Water District (PURCHASER) is approved on the behalf of the Farmers Home Administration (FmHA) subject to no FmHA funds being used to pay for any project costs associated with the construction of the 8-inch transmission line and metering equipment (Paragraph B4) which will be dedicated to the City of Carlisle.

March 2, 1990
Date

BY: Robert W. Letton
ROBERT W. LETTON

TITLE: Chief, Community & Business Programs

Sharpsburg Water District
City of Carlisle Water Calculation

| Period | Gallons Used | Tier 1 | Tier 2 | Tier 3 | Tier 4 | Tier 5 | Tier 6 | Tier 7 | 911 Fee | Calculated Bill | Actual Amount Billed | Over/ (Under) Billed |
|----------------|--------------|----------|----------|----------|----------|----------|----------|-------------|---------|-----------------|----------------------|----------------------|
| January 2020 | 1,882,700 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,785.70 | \$ 2.00 | \$ 2,897.69 | \$ 2,897.69 | \$ (0.00) |
| February 2020 | 1,796,500 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,654.68 | \$ 2.00 | \$ 2,766.67 | \$ 2,766.67 | \$ - |
| March 2020 | 1,571,700 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,312.98 | \$ 2.00 | \$ 2,424.97 | \$ 2,424.97 | \$ (0.00) |
| April 2020 | 1,776,300 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,623.98 | \$ 2.00 | \$ 2,735.97 | \$ 2,735.97 | \$ 0.00 |
| May 2020 | 1,763,300 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,604.22 | \$ 2.00 | \$ 2,716.21 | \$ 2,716.21 | \$ 0.00 |
| June 2020 | 1,634,100 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,407.83 | \$ 2.00 | \$ 2,519.82 | \$ 2,519.82 | \$ (0.00) |
| July 2020 | 2,051,600 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 3,042.43 | \$ 2.00 | \$ 3,154.42 | \$ 3,196.63 | \$ 42.21 |
| August 2020 | 2,016,000 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,988.32 | \$ 2.00 | \$ 3,100.31 | \$ 3,219.75 | \$ 119.44 |
| September 2020 | 1,770,700 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,615.46 | \$ 2.00 | \$ 2,727.45 | \$ 2,832.18 | \$ 104.73 |
| October 2020 | 1,916,600 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,837.23 | \$ 2.00 | \$ 2,949.22 | \$ 3,062.70 | \$ 113.48 |
| November 2020 | 1,606,600 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,366.03 | \$ 2.00 | \$ 2,478.02 | \$ 2,572.90 | \$ 94.88 |
| December 2020 | 1,777,100 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,625.19 | \$ 2.00 | \$ 2,737.18 | \$ 2,842.29 | \$ 105.11 |
| January 2021 | 1,538,000 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,261.76 | \$ 2.00 | \$ 2,373.75 | \$ 2,464.51 | \$ 90.76 |
| February 2021 | 1,929,200 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,856.38 | \$ 2.00 | \$ 2,968.37 | \$ 3,082.61 | \$ 114.24 |
| March 2021 | 2,031,900 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 3,012.49 | \$ 2.00 | \$ 3,124.48 | \$ 3,244.87 | \$ 120.39 |
| April 2021 | 2,230,700 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 3,314.66 | \$ 2.00 | \$ 3,426.65 | \$ 3,558.98 | \$ 132.33 |
| May 2021 | 1,551,800 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,282.74 | \$ 2.00 | \$ 2,394.73 | \$ 2,486.31 | \$ 91.58 |
| June 2021 | 1,754,200 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 2,590.38 | \$ 2.00 | \$ 2,702.37 | \$ 2,806.11 | \$ 103.74 |
| July 2021 | 2,583,900 | \$ 11.21 | \$ 15.28 | \$ 14.75 | \$ 10.25 | \$ 19.00 | \$ 39.50 | \$ 3,851.53 | \$ 2.00 | \$ 3,963.52 | \$ 4,117.23 | \$ 153.71 |
| Total | | | | | | | | | | | | \$ 1,386.58 |

Prepared by Joel Lane, CPA with John T. Lane & Associates LLC.
August 24, 2021

September 2021 1,892,700 Gallons Amount Billed \$3025.14 Calculated Amount \$2912.89

Over billed \$112.25

TOTAL OVER BILLED AMOUNT \$1499.83

Sharpsburg Water District
P O Box 248
Sharpsburg, KY 40374
606-247-2861

City of Carlisle
107 E. Chestnut St.
Carlisle, KY 40311

RE: Rates

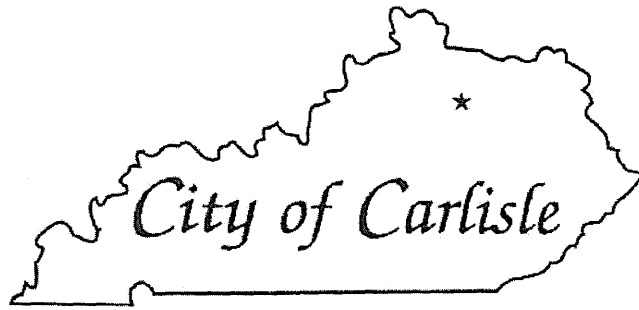
Please see the attached spreadsheet showing billing calculations from Jan. of 2020 thru July 2021. As you can see, we were billed more starting in July of 2020.

Please check your billing software. We have been overcharged in the amount of \$1386.58.

Please let us know how you intend to rectify this.

Sincerely,
Gayle Haney

107 E. CHESTNUT ST.
CARLISLE, KENTUCKY 40311



PH. 859/289-3700
FAX: 859/289-7704

RONNIE CLARK, MAYOR

WATER DISTRICT RATES

| | |
|-------------------------|-------|
| FIRST 2000 GALLON | 11.48 |
| NEXT 4000 GALLON | 3.96 |
| NEXT 5000 GALLON | 3.02 |
| NEXT 5000 GALLON | 2.10 |
| NEXT 10,000 GALLON | 2.02 |
| NEXT 25,000 GALLON | 2.02 |
| NEXT 50,000 GALLON | 2.02 |
| NEXT 999,999,999 GALLON | 2.02 |

Effective August 2021
C. Gilvin
C. Gilvin

WATER DISTRICT RATES

| | |
|------------------------------|-------|
| FIRST 1000 GALLONS | 11.48 |
| NEXT 4000 GALLONS | 3.96 |
| NEXT 5000 GALLONS | 3.02 |
| NEXT 5000 GALLONS | 2.10 |
| NEXT 10,000 GALLONS | 1.95 |
| NEXT 25,000 GALLONS | 1.61 |
| NEXT 50,000 GALLONS | 1.56 |
| ALL OVER 999,999,999 GALLONS | 1.58 |

Current rate
Schedule used
not on file
with PSC

WATER DISTRICT RATES
FIRST 1000 GALLONS
NEXT 4000 GALLONS
NEXT 5000 GALLONS
NEXT 5000 GALLONS
NEXT 10,000 GALLONS
NEXT 25,000 GALLONS
NEXT 50,000 GALLONS
ALL OVER 999,999,999 GALLONS

Sharpsburg Water District
P O Box 248
Sharpsburg, KY 40374

October 13, 2021

Mayor Ronnie Clark
City of Carlisle
107 East Chestnut Street
Carlisle, KY 40311

Dear Mayor Clark,

We have been charged rates for water service that are not on file with the Public Service Commission. We were told that you pass along a cost of living increase every July. Sharpsburg was not given notice of this; and these rates are not on file with the PSC.

This has resulted in an overcharge in the amount of \$1499.83.

In a letter to you from PSC dated Aug. 16, 2021; it states that any rates charged that differ from the rates on file with PSC must be credited or refunded.

We sent in a note with the September bill regarding this; but no action has been taken.

Please respond to this matter or we will be forced to take legal action.

Sincerely,

Randy Warner, Chairman