

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

AN ELECTRONIC)	
INVESTIGATION INTO)	
FARMDALE WATER DISTRICT)	
TO DETERMINE THE)	
FEASIBILITY OF MERGER)	CASE NO. 2024-00202
WITH A PROXIMATE UTILITY)	
PURSUANT TO KRS 74.361 OR)	
ABANDONMENT PURSUANT TO)	
KRS 278.020(6) AND KRS 278.021)	

DIRECT TESTIMONY
OF
SHARMISTA DUTTA, P.E.
DIRECTOR OF WATER
THE ELECTRIC AND WATER PLANT BOARD
OF THE CITY OF FRANKFORT, KENTUCKY

ON BEHALF OF
THE ELECTRIC AND WATER PLANT BOARD
OF THE CITY OF FRANKFORT, KENTUCKY

Filed: February 3, 2025

1 **I. INTRODUCTION**

2 Q: What is your name and business address?

3 A: Sharmista Dutta and my business address is Frankfort Plant Board 151 Flynn Avenue,
4 Frankfort, KY 40601.

5 Q: Who is your employer?

6 A: The Electric and Water Plant Board of the City of Frankfort, KY. We are also referred to
7 sometimes as “Frankfort Plant Board” or “FPB.”

8 Q: What is your position with FPB?

9 A: I am the Director of Water.

10 Q: What departments do you supervise as the Director of Water?

11 A: I supervise the water engineering and water distribution departments as well as the water
12 treatment plant.

13 Q: How long have you been employed with FPB?

14 A: I have been employed with FPB for 18 years since January 2007.

15 Q: What positions have you held with FPB?

16 A: From 2007 to 2023, I was a Water Engineer. In this role I performed tasks such as
17 hydraulic analyses, waterline design, water treatment plant project management, and
18 reviewing plans for new developments. When I was promoted to the Director of Water in
19 2023, I became responsible for the entirety of FPB water operations from treatment and
20 production to distribution as well as system engineering and design.

21 Q: What is your educational background?

22 A: I hold degrees in Biology and Civil Engineering from the University of Kentucky that
23 were awarded in 1999 and 2006.

1 Q: When did you obtain your certification as a professional engineer?

2 A: I completed my certification as a professional engineer in 2011.

3 Q: What topics does your testimony cover?

4 A: My testimony explains the long-term relationship between FPB and Farmdale and more

5 recently how FPB is helping Farmdale meet its operational goals.

6 **II. FPB and Farmdale have worked together for nearly sixty (60) years to provide**

7 **quality water service to the residents of Franklin County.**

8

9 Q: In your capacity as FPB's Director of Water, are you familiar with the historical and

10 current relationship with Farmdale?

11 A: Yes.

12 Q: How are you familiar with it?

13 A: First, I have access to and have reviewed their business records maintained by the water

14 department and FPB in preparation of my testimony.

15 Second, I have first-hand operational experience and have personally interacted with

16 Farmdale's management and Board.

17 Q: When did FPB first begin to supply Farmdale with water?

18 A: The first contract I am aware of was executed on August 11, 1967.

19 Q: How does that contract describe the relationship between FPB and Farmdale?

20 A: It notes that "[t]he Board . . . is acting on a friendly and neighborly basis in an effort to

21 assist the residents of the District to have water service." Agreement, Para. 3, August 11,

22 1967.¹

23 Q: Have there been any breaks in service since 1967?

¹ The Agreement between Farmdale and FPB is available in the Tariff Library on the Commission's website.

1 A: No, according to FPB records and the information on the Commission's website,
2 Farmdale has continually purchased water from FPB for the past fifty-eight (58) years.

3 Q: What reasons explain this long-term relationship?

4 A: First, FPB operates on a "friendly and neighborly" basis with all of its wholesale
5 customers. These relationships benefit all of Franklin County.

6 Second, the FPB and Farmdale systems are adjoining. Both FPB and Farmdale maintain
7 "home offices" in Franklin County where customers can walk in to discuss service or
8 billing issues. FPB's administration building at 151 Flynn Avenue is just 7.5 miles from
9 Farmdale's office. Likewise, as was noted in Farmdale's Response to Commission Staff's
10 Second Request for Information, the FPB and Farmdale systems share a 15.9 mile
11 contiguous boundary. This makes it possible to efficiently share resources and
12 equipment. Staff can meet and confer in-person if required without traveling excessively.
13 For example, I have attended several Farmdale Board of Directors meetings.

14 Finally, FPB and Farmdale staff have worked together for many years. Farmdale's
15 current Board Chair retired from FPB's water department so we have a good
16 understanding of how the two systems interact.

17 Q: In what other ways have the two systems worked together and cooperated to bring quality
18 water to the residents of Franklin County?

19 A: In years past, FPB has performed meter testing and bacteriological analysis for Farmdale.
20 FPB charges labor to an annual work order for meter testing and bills before the close out
21 of the fiscal year. With respect to bacteriological testing, Farmdale staff would collect
22 samples and FPB's certified laboratory performed the analysis at no cost to Farmdale.

23 Q: Are there any other ways that FPB's system has assisted Farmdale?

1 A: Farmdale relied on FPB’s water storage from the inception of the district until it
2 constructed its own elevated storage tank in 2012.
3 Our records regarding Farmdale contain a letter filed in Case No. 2003-00497 dated
4 August 2, 2007 from Mr. Bob Blankenship, P.E., an engineer for Farmdale, to Mr.
5 Michael Burford, PSC Director of Filings Division. Mr. Blankenship explained: “With
6 regard to the District’s storage, the FWD has purchased water and relied on storage from
7 the Frankfort Plant Board since it went into operation. The Plant Board continues to
8 provide this service to date. There has been no discussion to discontinue this service in
9 the future. We feel it is a safe assumption to continue relying on the Frankfort Plant
10 Board.”

11 **III. FPB’S ONGOING COMMITMENT TO ASSIST FARMDALE.**

12 Q: Why is it still a safe assumption today that Farmdale can rely on FPB?

13 A: On December 4, 2024 FPB executed an Assistance Agreement and a Mutual Aid
14 Agreement with Farmdale. Briefly, these two Agreements formalize the longstanding
15 “friendly and neighborly” relationship that FPB has with Farmdale. The governing
16 Boards of both organizations support cooperation between the two systems for the good
17 of the community and the customers each utility serves. Farmdale’s Board and
18 management desire technical assistance from FPB, and FPB is happy to provide that
19 assistance.

20 Q: What topics does the Assistance Agreement address?

21 A: As Farmdale explained in its Notice of Filing dated December 17, 2024, FPB will assist
22 Farmdale “with meter installation, meter reading, meter testing, project profiles, grant

1 and loan applications, developing a capital improvement plan, and other services as may
2 be considered necessary.” Farmdale will pay for labor and materials for these projects.
3 As of this date, FPB is already working with Farmdale on a meter installation program
4 and determining the optimum time to read the wholesale meters so as to increase the
5 accuracy of water loss calculations. FPB is aware that Farmdale must comply with a
6 Commission order to replace all of its customer meters or bring existing customer meters
7 into compliance with the Commission’s meter-testing regulations by August 31, 2025.
8 FPB is conferring with Farmdale to develop a work-plan for meeting this requirement.
9 FPB is also working on a propagation study to determine how best to leverage FPB’s
10 AMI system to remotely read Farmdale’s meters and provide billing data.
11 Farmdale’s Board of Commissioners has extended an invitation for a representative of
12 FPB to attend Farmdale’s Board of Commissioners meetings to stay abreast of emerging
13 issues and concerns of the District. Since the execution of the Assistance Agreement, I
14 have attended these meetings. If my schedule does not permit me to attend future
15 meetings, I will appoint someone from FPB to attend and advise me of any ongoing
16 issues.

17 Q: What topics does the Mutual Aid Agreement address?

18 A: It provides the terms and conditions for emergency waterline repair services provided by
19 FPB. For example, even before the Mutual Aid Agreement was executed, FPB crews
20 would assist Farmdale when called upon. Most recently, our crews assisted with
21 emergency repairs over Thanksgiving weekend 2024.

22 Q: In addition to the topics outlined in the Agreements, in what other ways does FPB assist
23 Farmdale?

1 A: FPB is uniquely positioned to assist Farmdale in solving operational issues. For instance,
2 during one meeting it was noted that the water level in Farmdale's tank is now holding at
3 a more constant level. This indicates that the steps Farmdale is taking to minimize water
4 loss are working and Farmdale is purchasing less water as a result. In order to confirm
5 this theory, FPB is reviewing historical data to verify that purchases are in fact trending
6 lower.

7 Q: Do you have anything further to add?

8 A: Yes, in the last several years Farmdale has seen many changes. It has experienced a
9 complete replacement of its Board, and it has hired a new Field Manager. I have worked
10 with Farmdale's current Board and management and find them to be open to accepting
11 assistance and advice from FPB and eager to do what is best for their system and its
12 customers. The Assistance Agreement is for a five-year period. I fully expect that
13 Farmdale's financial and operational position will improve over this period. Farmdale's
14 leadership is committed to that and FPB is ready, willing and able to assist. In short, FPB
15 is the best partner to assist Farmdale because we are a local public agency in Franklin
16 County with the demonstrated managerial, operational and financial attributes required to
17 produce and deliver quality water.

18 Q: Does this conclude your testimony?

19 A: Yes, it does.

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF FRANKLIN)


Sharmista Dutta, P.E.

Wanda McDonald
Notary Public

6/15/26