



KAW admits that the average monthly usage on Ms. Netherton's account prior to those bills is approximately 8,353 gallons and that the average monthly usage on Ms. Netherton's account prior to those bills if the months of August and September of 2013 are excluded is 6,171 gallons. KAW admits that Ms. Netherton received a bill for 9,724 gallons of water usage for the period January 8, 2014 to March 6, 2014. KAW denies the allegations that the usage amounts for the period November 6, 2013 to January 7, 2014 are "excessively high and clearly incorrect" and "clearly impossible and obviously incorrect." KAW is without information sufficient to respond to the balance of Paragraph (c) of the Complaint, and, therefore, denies same.

4. KAW admits the accuracy of the dates, numbers and calculations set forth in Exhibit A of the Complaint.

5. With respect to the many purported analogies and/or comparisons set forth in Exhibit B of the Complaint and the narrative following those analogies and comparisons which seems to end at the last unnumbered page of the Complaint with the statement "it's simply not possible that the billing is correct," they are not "material allegations" as described in 807 KAR 5:001, Section 20(6)(a) and, therefore, a response to them is not required. Further pleading, KAW states that it is without information sufficient to address the many and various assumptions in those analogies and comparisons, and, therefore, denies same.

6. KAW admits that the meter in place at the premises in question during the period November 6, 2013 to January 7, 2014 was tested by both Commission Staff and KAW and that both of those test results show that the meter meets all applicable accuracy requirements. Therefore, KAW believes that the water meter readings in question are accurate and that the indicated amount of water did, in fact, pass through the meter. Therefore, Ms. Netherton is liable to KAW for all amounts resulting from the indicated usage. *Robert Young Family v.*

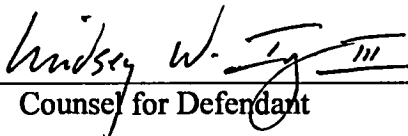
*Southeastern Water Association*, PSC Case No. 2006-00212, Order of January 25, 2007; *Susan Spangler and Mark Lewis Farman v. Kentucky-American Water Company*, PSC Case No. 99-109, Order of October 7, 1999; and *Moore's Chapel A.M.E. Church v. Water Service Corporation of Kentucky*, PSC Case No. 2011-00414, Order of September 17, 2012.

7. KAW denies each and every allegation in the Complaint not specifically admitted to be true herein.

WHEREFORE, KAW moves for a dismissal of the Complaint and that Ms. Netherton submit payment for all amounts owed to KAW.

Respectfully submitted,

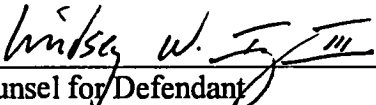
Lindsey W. Ingram III  
STOLL KEENON OGDEN PLLC  
300 West Vine Street, Suite 2100  
Lexington, Kentucky 40507  
(859) 231-3000  
[L.Ingram@skofirm.com](mailto:L.Ingram@skofirm.com)

By   
Counsel for Defendant

**CERTIFICATE OF SERVICE**

This is to certify that the original and 10 copies of the foregoing Answer and Motion to Dismiss have been filed on this 1<sup>st</sup> day of May, 2014 at the Public Service Commission and that a true and accurate copy of same has been served, via U.S. Mail, on the 1<sup>st</sup> day of May, 2014, upon the following:

Kurt and Layne Netherton  
3649 Winding Wood Lane  
Lexington, Kentucky 40515

  
\_\_\_\_\_  
Counsel for Defendant

010311.003026/4206457.1