

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

CARL E. KNOCHELMANN JR.	)	
	)	
COMPLAINANT	)	
	)	CASE NO.
V.	)	2025-00238
	)	
NORTHERN KENTUCKY WATER DISTRICT	)	
	)	
DEFENDANT	)	

ORDER

On November July 3, 2025, Carl E. Knochelmann Jr. tendered a formal complaint with the Commission against Northern Kentucky Water District (Northern Kentucky District), alleging that he was overbilled in the amount of \$329.44 due to his water meter being faulty.¹

LEGAL STANDARD

Pursuant to Commission regulations in 807 KAR 5:001, Section 20(4)(a), upon receipt of a formal complaint, the Commission must determine whether the complaint establishes a *prima facie* case. A complaint establishes a *prima facie* case when, on its face, it states sufficient allegations that, if uncontradicted by other evidence, would entitle the complainant to the requested relief. If a complaint fails to establish a *prima facie* case, it may be dismissed.

¹ Complaint at 3.

Under the filed-rate doctrine, KRS 278.160(2), a utility may not charge, demand, collect, or receive from any person greater or less compensation than what is filed in that utility's applicable tariff. Although the rates may not vary from the tariff, a customer may be entitled to a refund if that customer can establish an overage due to meter inaccuracy to the degree set forth in Commission regulations described below:

Under 807 KAR 5:006, Section 11(2)(a), a customer is allowed a bill adjustment "[i]f test results on a customer's meter show an average meter error greater than two (2) percent fast or slow, or if a customer has been incorrectly billed for another reason." Pursuant to 807 KAR 5:006, Section 17(1), water meter testing must conform to the parameters set in 807 KAR 5:066, Section 15(2)(a)-(b).

If a meter is tested by a utility and the testing reflects that the meter is within accuracy parameters established by Commission regulations based on industry standards, and there is no evidence that the meter was misread, then a rebuttable presumption exists that the water went through the meter.²

BACKGROUND

On August 12, 2025, the Commission issued an Order finding that without additional information, it was unable to determine at the time whether the complaint established a *prima facie* case and required Northern Kentucky District to provide meter test results for the meter test requested by Mr. Knochelmann. Northern Kentucky District provided the results of the meter test, which indicated meter error less than two percent

² See *Tackett v. Prestonsburg Water Co.*, 38 S.W.2d 687 (Ky. 1931); *Louisville Tobacco Warehouse Co. v. Louisville Water Co.*, 172 S.W. 928 (Ky. 1915); Case No. 2011-00414, *Moore's Chapel A.M.E. Church v. Water Service Corporation of Kentucky* (Ky. PSC Sept. 17, 2012), Order at 3–4; Case No. 2006-00212, *Robert Young Family v. Southeastern Water Association, Inc.* (Ky. PSC Feb. 26, 2007), Order at 3.

fast or slow.³ Therefore, a presumption exists that the billed amount of water went through the meter, rebuttable by production of evidence by Mr. Knochelmann that he was incorrectly billed for another reason.

Based on the information provided by Mr. Knochelmann in his complaint, such other reasons include (1) an unexplained increase in usage, (2) normal usage after replacement of the meter, and (3) an allegation that “at times, the ones and the tens disks (or the tens and hundreds disks) on the meter would advance together when it should not have (or some other possible combination of two or more meter disks sticking together to advance when they should not have).”⁴

DISCUSSION AND FINDINGS

Based upon a review of the tendered complaint, the Commission finds that Mr. Knochelmann has not established a *prima facie* case. Mr. Knochelmann asserted that the meter must be faulty because his usage increased by approximately 400 percent⁵ despite no leak being found, no evidence of standing water inside or outside the residence, and he and other occupants being present during the alleged usage but not detecting water running.⁶ The overall amount of increase (approximately 400 percent) is not enough to overcome the presumption.⁷ A lack of that amount of standing water inside

³ Northern Kentucky Water District’s Response to Commission Staff’s First Request for Information, Item 1. The results indicated 99.5 percent accuracy at minimum flow rate of one-fourth gallon per minute (GPM), 99.5 percent accuracy at intermediate flow rate of 2 GPM, and 99.72 percent accuracy at maximum flow rate of 15 GPM.

⁴ Complaint at 3.

⁵ Complaint, unnumbered Attachment 2.

⁶ Complaint at 2.

⁷ See Case No. 1996-00368, *Marcinek v. Kentucky-American Water Co.*, (Ky. PSC Apr. 3, 1997), Order, finding that 721% increase was not excessive; Case No. 2011-00414, *Moore’s Chapel A.M.E.* (Ky. PSC Sept. 17, 2012), Order finding that 2,967% increase was not excessive.

or outside the residence is also not determinative that no leak or theft occurred. Nor does the presence of occupants establish that no leak, theft, or other water loss occurred beyond detection or during times coinciding with intentional water use. Mr. Knochelmann stated that no standing water was in the meter pit as evidence that no leak had occurred.⁸ However, if true, that would only indicate no leak at the meter. However, Mr. Knochelmann's complaint includes a photograph of the meter pit with water in it,⁹ with no explanation of why the photograph differs from his description. Mr. Knochelmann's complaint does not allege that he employed a plumber to determine whether a leak has occurred. The fact that Northern Kentucky District did not find a leak is also not determinative. Per 807 KAR 5:066, Section 12(2), and Northern Kentucky District's tariff,¹⁰ the customer is responsible for leaks or other water loss between the point of service¹¹ and the premises, and the utility has no duty to find a leak on the customer's side of the meter.

Regarding Mr. Knochelmann's allegation that the meter change resulted in an end to the higher usage, this is contradicted by the evidence provided by Mr. Knochelmann. The increased usage began approximately August 22 or 23, 2022 and ended

⁸ Complaint at 2.

⁹ Complaint, unnumbered Attachment 3.

¹⁰ P.S.C. KY No. 5, Original Sheet No. 19 (issued July 29, 2019), effective August 29, 2019.

¹¹ 807 KAR 5:066, Section 1(5) defines point of service as "the outlet of a customer's water meter, or valve if no meter is placed."

approximately December 2 or 3, 2022.¹² The meter was not replaced until January 25, 2023.¹³

Regarding the allegation that the ones and tens disks on the meter would advance together, resulting in higher usage being recorded, this is a theory unsupported by any evidence.

For the foregoing reasons, the Commission finds that a *prima facie* case has not been established. Pursuant to 807 KAR 5:001, Section 20(4)(a)(1), Mr. Knochelmann should be permitted one opportunity to amend his complaint.

IT IS THEREFORE ORDERED that:

1. Mr. Knochelmann's complaint fails to state a *prima facie* case.
2. Mr. Knochelmann shall have 20 days from the date of this Order to file an amended complaint with the Commission that conforms to the requirements of 807 KAR 5:001, Section 20(1), and establishes a *prima facie* case.
3. Mr. Knochelmann may file his amended complaint with the Commission by U.S. Postal Service mail to P.O. Box 615, Frankfort, Kentucky 40602-0615 or by email to PSCED@ky.gov. Mr. Knochelmann shall reference Case No. 2025-00238 in all filings with the Commission.
4. A copy of this Order shall be served upon Mr. Knochelmann by U.S. Postal Service Certified Mail, Return Receipt Requested, and First-Class Mail to 3032 Belle Meade Lane, Edgewood, Kentucky 41017.

¹² Complaint, unnumbered Attachment 2 at 18–20.

¹³ Complaint at 2.

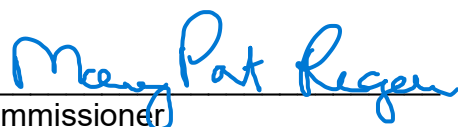
PUBLIC SERVICE COMMISSION



Chairman



Commissioner



Commissioner

ATTEST:



Executive Director





Case No. 2025-00238

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Edgewood, KY 41017

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