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**JUL 24 2026**

**PUBLIC SERVICE  
COMMISSION**

**Commonwealth of Kentucky  
Before the Public Service Commission**

American Metal Chemical Corporation  
*Complainant,*  
  
v.  
  
East Daviess County Water Association,  
  
*Defendant.*

Case No. 2026-00100

**Amended Complaint**

Complainant American Metal Chemical Corporation (“AMCOR”), by counsel, and for its amended complaint against Defendant East Daviess County Water Association (“East Daviess”), states as follows:

**Parties**

1. AMCOR is an Ohio corporation with its principal place of business at 3546 South Morgan Street, Chicago, IL 60609.
2. East Daviess is a water utility with its principal place of business at 9210 State Route 144, Knottsville, KY 42366.

**Factual Allegations**

3. AMCOR operates an industrial facility in Daviess County, KY.
4. On February 5, 2026, one of its employees noticed standing water on the facility’s premises resulting from a leak in an underground water pipe. The following day, AMCOR asked East Daviess to inspect the site to determine if the leak was on the customer’s side of the meter. In response, East Daviess reported that AMCOR’s water usage was slightly up from the previous month and that it would send someone to inspect.

5. On February 9, East Daviess called AMCOR and indicated that it had completed the inspection and concluded that the leak was on AMCOR's side of the meter. But due to the nature of the leak, the flow of water could not be shut off at the meter site or anywhere else on the AMCOR's side of the meter. It could only be shut off by East Daviess at an access point located outside of AMCOR's property

6. So, during the February 9 call, AMCOR specifically requested that East Daviess shutoff the flow of water to the meter.

7. It failed to do so.

8. AMCOR immediately engaged Hagerman Plumbing to repair the leak. Though Hagerman stated, on February 10, that it would initiate repairs as soon as possible, that did not happen. Instead, several days passed without a word. So, on February 16, AMCOR called Hagerman again to determine when it would initiate repairs. On February 17, Hagerman reported that it was working on locating utility lines. And on February 18, Hagerman said it would need another week before it could begin work. So, the same day, AMCOR engaged another company to locate utilities. With utilities located, Hagerman said it would begin repair work on February 19. Meanwhile, water continued to flow, despite AMCOR's 10-day-old request to East Daviess to shut it off.

9. On February 19, East Daviess contacted AMCOR and stated that it had determined the leak *was not* on AMCOR's side. It immediately shut off the water from an access point outside of AMCOR's property, and it replaced the meter. But in the process, East Daviess determined that the true cause of the leak was, in fact, on AMCOR's side, so AMCOR would be liable for any excess water usage.

10. East Daviess could have shut off the flow of water to AMCOR's property at any time between February 9 (when AMCOR requested that it do so) and February 19 (when it actually did so). AMCOR, by contrast, had no ability to stop the flow of water at the meter or anywhere else on its side of the meter, due to the nature of the leak.

11. When East Daviess believed that the leak was on AMCOR's side of the meter, and that AMCOR would be liable for any excess water usage, it neglected to stop the flow. Only when East Daviess came to believe that the leak was on *its* side of the meter did it act to prevent any additional loss.

12. AMCOR's typical water usage in a given billing period is 20,000–65,000 gallons. But during the January–February 2026 billing period, that usage skyrocketed to 3,924,877 gallons solely due to the leak. Had East Daviess acted reasonably to shut off the flow of water when AMCOR requested it on February 10, the usage never would have approached such a staggering height. Indeed, by early February, usage was only up “slightly” from the previous month, according to East Daviess itself.

13. On March 16, 2026, East Daviess issued AMCOR a bill totaling \$27,657.46 for the January–February billing period.

14. Had East Daviess acted reasonably by shutting off the flow of water, in accordance with AMCOR's request on February 10, there is no question the excess water usage would have been minimal. Instead, East Daviess acted negligently, opting to wait until February 19, when it came to believe—albeit temporarily—that it would have to bear the cost of the leak itself. And now, East Daviess is attempting to impose the costs of its own negligence on AMCOR.

**Prayer for Relief**

WHEREFORE the Complainant, American Chemical Corporation, requests the following relief:

- A. A reduction of the January–February 2026 bill to the amount AMCOR would have owed but for East Daviess’s negligent failure to shut off the flow of water from its side of the meter upon AMCOR’s request on February 10, 2026;
- B. Any other legal and equitable relief to which AMCOR is entitled.

Respectfully submitted,

s/ Burt A. Stinson

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*Counsel for Complainant*

### **Certificate of Service**

I certify that, on July 24, 2026, the foregoing was served via certified mail and Federal Express overnight delivery on the following party:

East Daviess County Water Association, Inc.  
C/o Kasey K. Emmick (Registered Agent)  
9210 State Route 144  
Knottsville, KY 42366

/s/ Burt A. Stinson