

Ms. Beth O'Donnell, Executive Director
Kentucky Public Service Commission
P.O. Box 615
Frankfort KY 40601

Oct. 1, 2004

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COMMISSION

Reference: Case # 2004-00310

Dear Ms. O'Donnell:

Pursuant to a phone conversation of this date with Mr. J.E.B. Pinney of your office, the following is my response to the Answer filed in the above-referenced case by North Shelby Water Company (hereinafter North Shelby):

It should be noted that the residence to which the service in this matter is attached is a new construction, begun in January 2001 and issued a Certificate of Occupancy on or about May 2001. I believe that the call in April of 2001 was in reference to my attempt to ensure that the lines were secure once I had moved the service from a temporary trailer in which I lived during construction to the permanent dwelling.

Para. 4 of the Answer states that "Tara... personally talked to him and advised Mr. Hauenstein of the results of the inspection". This is, and always has been since I first broached this topic with North Shelby prior to the filing of my complaint with PSC, the apparent source of misunderstanding and dispute, at least from my point of view. I categorically state that no such conversation ever took place between me and any representative of North Shelby, their phone records to the contrary. I make no offer of explanation as to why North Shelby believes that this phone conversation did take place, only that it did not. I offer as my only proof of this statement, as I did in my original complaint, that there is simply no way on Earth that I would have allowed a leak in my water line to go unrepaired for such a period of time if I had known it existed.

Para. 5 states that North Shelby monitors customer usage for excessive use, stating further that accounts are flagged only if a "threefold increase" occurs. Para. 6 states that my usage jumped SEVEN-fold when I installed a swimming pool, and that North Shelby "believes" their meter reader saw the pool (why they cannot be SURE this is what happened seems problematic, since they are so certain that their personnel made the call in dispute). In any case, for the meter reader to have seen that a new pool was installed would have required him/her to go from the location of the meter, near KY Rte. 1779, 400 yards up my driveway, and look around the rear of the house. This is not an impossibility, but since meter readers do not, as I understand it, have access to records that would indicate excess usage while they are in the field, it seems unlikely. I did not inform North Shelby that I had installed a pool when I did so, but I did call North Shelby and ask if they had information on any vendors in the area that would make bulk-water deliveries, so as not to overtax both my water system and their resources, and perhaps reduce my cost for this one-time excess usage, and was informed that they did not know of such a vendor.

In fine, the Answer states in these two paragraphs that North Shelby "believe" their meter reader saw that a pool was installed, and that they "believe" this is why I was not contacted.

Further in the same paragraph, North Shelby states that, "Following the filling of the pool, the customer's water bills were higher, as would be expected with the existence and use of a swimming pool". This is a

statement that seems to presuppose that one fills a pool regularly every month, which of course is not the case, most especially in winter months when the pool is not in use, but the excess usage continued. Topping off sometimes occurs due to evaporation or spillage, but one does not, on the installation of a pool, have perpetually higher water bills related to this pool. This statement conveniently lets North Shelby off the hook for any other possible notification to me of excess usage.

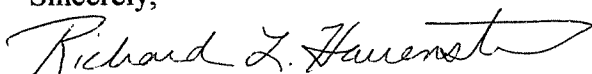
Para. 7 states that I committed a discrepancy by stating I filled the pool in May 2002, AND in June 2002. I'm not quite sure where I committed this apparently egregious error, but it's beside the point in any case – as stated above, even had I filled it in May, then emptied it completely and RE-filled it in June (which of course I didn't), it still doesn't answer why my bills continued to be excessive for the next two years.

Paras. 9-10 offers numerous reasons why North Shelby should not be held responsible for this error, all of them essentially seeking to make it my fault that I didn't keep after them to correct an error that I had no knowledge even existed, and that they could not have known I had a problem since there were so many circumstances under which they might not be responsible. I will not address all of them unless it proves necessary in the future, but I will speak to one of them: admittedly, I did not follow up on the matter as assiduously as possible, as my water bill is not the central consuming passion in my life – but this does not alter the fact that North Shelby simply let the matter drop with no attempt after the disputed phone call to ascertain if there was a problem or not, AFTER, according to their own statements, they had found that there was indeed a problem.

Finally, the billing record attached to the answer, with my late payments ostentatiously circled, is not evidence of anything, as it shows also on those occasions when, for whatever reason, my payment was received late, that I paid the late fee, IF I agreed it was my fault that the payment was posted late, and at NO time was I ever even as much as a full week late with a payment. Although this is of no consequence either, the reason some of my payments have been late is two-fold: first, that I was accustomed to dealing with Louisville Water Co. before moving to Shelby County, where water bills are issued with a bit more lead time on them, and second, that I relied on the speed of an online bill-paying service I used, that reliance being to my apparent detriment in paying North Shelby on time. There was also evidence that at least one of my payments simply wasn't posted to my account in a timely manner, and thus produced a late fee which I disputed till it was removed from my account, but that is not an issue in this matter. In any case, I have continued to pay my bills to North Shelby as dunned, and have abandoned use of the online bill pay service in their case for the above-stated reason.

To sum up, I maintain my original position as outlined in my complaint: North Shelby Water Co. has not exercised due diligence in this matter, as mandated in their tariff agreement, and because of this fact, I maintain that damages are due me, in an amount to be determined based on average usage vs. actual usage during the period in question.

Sincerely,



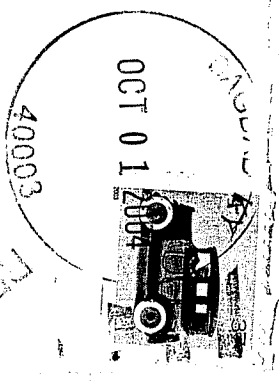
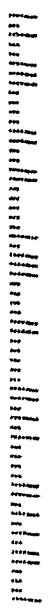
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