

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the matter of:

Case 2004-00310

Richard Lee Hauenstein
(Your Full Name)

COMPLAINANT

VS.

North Shelby Water Co.
(Name of Utility)

DEFENDANT

RECEIVED

AUG 03 2004

PUBLIC SERVICE
COMMISSION

COMPLAINT

The complaint of Richard Lee Hauenstein respectfully shows:
(Your Full Name)

(a) Richard Lee Hauenstein, Narrator
(Your Full Name)

6917 Benson Pke, Shelbyville KY 40065
(Your Address)

(b) North Shelby Water Co. (hereinafter, referred to as NSWC)
(Name of Utility)

P.O. Box 97 Bagdad KY 40003
(Address of Utility)

(c) That: Please see attached sheets describing
(Describe here, attaching additional sheets if necessary,

the complaint specifically, plus NSWC's
the specific act, fully and clearly, or facts that are the reason

reply to an informal complaint previously
(and basis for the complaint.)
filed with PSC of Kentucky, and a printout
of amounts paid to NSWC by complainant

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Formal Complaint

Richard Lee Hauenstein vs. North Shelby Water Co.

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during period of dispute.

Wherefore, complainant asks a reimbursement to be calculated,
(Specifically state the relief desired.)
in cash or credit to complainant's water bill,
equal to the difference between the actual amounts
billed to complainant in the disputed period, and,
a reasonable average monthly charge as determined

Dated at Shelbyville, Kentucky, this _____ day by PSC.
(Your City)

of _____, 19____.
(Month)

Richard L. Hauenstein
(Your Signature)

(Name and address of attorney, if any)

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

Richard Lee Hauenstein
6917 Benson Pike
Shelbyville KY 40065

VS.

North Shelby Water Company
P. O. Box 97
Bagdad KY 40003

May 21, 2004

To: Kentucky Public Service Commission

Full text of complaint in above matter:

I have been a customer of North Shelby Water Co. (referred to in the remainder of this document as NSWC) in Bagdad KY since approximately November of 2000. For a portion of that time, until approximately May of 2001, I had a temporary trailer attached to the water line, while I had my home constructed. In May of 2001, I moved the service from the trailer to the house, where it remains connected to this date.

Starting in approximately April or May 2001, I have believed my monthly bills from NSWC were excessively high, and getting higher most months for no known reason, based on my experience with the cost of water services in other localities, most recently Louisville KY, and based on my knowledge of the type of usage at my home.

In or around April or May of 2001, based on this belief, I requested of NSWC that they send one of their field operations people to my home, to check my meter and see if they could detect any evidence that there was a leak in my system, either on the utility's side of the meter or on my side. I was informed after this inquiry that there was no leak.

However, in or about April or May of 2002, as I continued to believe that my bills were excessive and inexplicably irregular in amount, I again requested by phone that my line be checked for a leak. I received no result from this request for about 10 days, and called again about it, at which time I was told by the person who answered the phone that she had "forgotten about it", and that she would make sure it was taken care of as soon as possible.

To make a long story short, I never received any reply to that second inquiry in April-May 2002 either, and the matter simply left my mental list of items needing attention, and neither I nor NSWC initiated any further contact on the topic. As I had installed and filled a 15000-gallon pool in May of 2002, the matter ceased to concern me, and eventually I

more or less forgot about it, and assumed that the rates, while high, were as they should be, if I gave it any thought at all.

NSWC now maintains that they did indeed inform me, sometime in April (according to their records) or May (by my recollection) of 2002, that I had a leak in my line. ***I did not receive this communication.*** As evidence of this, I offer the fact that, had I indeed been informed of the existence of a leak in my water line, there is no way in the world that I would have neglected to have it repaired for nearly two years.

In late February of 2004, in the course of a conversation with a neighbor two doors from me, whose water usage would seem to be similar to mine based on his living arrangement and the size of his home, I became aware that his average water bill was somewhere in the area of \$15.00 to \$20.00 a month. Further investigation in conversation with other neighbors in my immediate area showed that they were paying similar water bills on average.

Based on this information, I engaged the services of a professional excavator/plumber, who discovered that there was indeed a leak in an outdoor free-standing hose hydrant near my house, which was producing no surface evidence of its existence, and repaired it, at my expense, in early March 2004.

On March 15, 2004, I attended a meeting of the board of directors of NSWC, and among other items discussed by me and the board members, I brought up this issue. This was the point at which I learned that NSWC had made an inspection in May 2002, and that they contended they had informed me of a leak, **a message which I repeat I never received.** I was also informed by one of the board members at this meeting that “asking my neighbors how much their water bills are is not a good way to figure up how much mine should be”, or words to that effect.

The very first water bill I received after this repair was made was very nearly the lowest one I have received in all the time I have been a customer of NSWC - \$14.71. It is quite certainly the lowest bill I have received since May of 2002, when I was supposedly informed there was a leak in my line.

My average water bill for the period June 1, 2002 to March 1, 2004 has been approximately \$44.71 per month. My average bill for the period November 2000, when my meter was installed, to May 31, 2002 has been \$22.27, or **less than half the later period**, and this includes the initial filling of the swimming pool. Surely this is a discrepancy worthy of notice by NSWC.

I therefore contend that NSWC has not exercised due diligence under the provisions of their tariff dated June 16, 1988, specifically as pertains to the section “Rules and Regulations”, para. VI, Company’s Obligations, subpara. G, “Monitor Bills for Unusual Variance”, to wit: **“The Company shall continue computer monitoring of Member’s meter readings for unusual usage variances, which monitoring process shall include a printout, prior to actual billing, of any such unusual variances. If the Member’s**

August 2, 2004

Ms. Ginny Smith, Director
Division of Consumer Services
Environmental and Public Protection Cabinet
Public Service Commission
P.O. Box 615
Frankfort KY 40602-0615

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AUG 03 2004

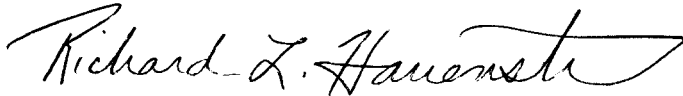
PSC Consumer Services

Dear Ms. Smith,

Per instructions received from your office, enclosed please find one original plus 10 copies of my complaint against North Shelby Water Company. I believe it is fairly clear in its narrative and allegations, but if any further information is required, please feel free to contact me at one of the addresses or contact numbers below.

Thanks for your attention to this matter.

Sincerely,



Richard L. Hauenstein
6917 Benson Pike
Shelbyville KY 40065-9513
Home phone: 502-747-5880
Cell phone: 52-396-3484
Email address: richmiles@aol.com