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MAR 13 2020

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

ROBERT D. HOBODY

COMPLAINANT

VS.

CASE NO. 2020-00033

KENTUCKY-AMERICAN WATER COMPANY

DEFENDANT

ANSWER TO DEFENDANTS REPLY

RECEIVED BY THE PUBLIC SERVICE COMMISSION

FEBRUARY 21, 2020 AND MOTION TO DENY DEFENDANTS

MOTION TO DISMISS AND TO GRANT THE COMPLAINANTS

RELIEF REQUESTED IN THE ORIGINAL COMPLAINT

Now comes the Complainant, Robert D. Hobdy and makes the following answer to the Defendants reply dated February 21, 2020 in the above case 2020-00033.

ITEM 1. In reply to KAW's denial of my address and rental ownership. KAW maintains water service at my personal residence and my address is a matter of public record. In regards to my rental ownership KAW sent me a communication dated 04/17/2013 confirming my participation in their landlord service agreement and stating they were proud to provide service to the rental properties under my ownership. They have also canceled this service effective 02/04/2020

following the initiation of this formal complaint. The letter canceling this service states this is at my request. I made no such request and this was done in retaliation for the complaint I have filed regarding the service of KAW. In regards to the vacancy of the property in question, the changes in the names and dates in which service was established speak for themselves.

ITEM 3. The Vacancy of the property in question has already been addressed in answer to item one. Since the basis of my complaint is over the accuracy of the water meter at the property the question of leaks or the absence thereof is moot, however the complainant states again for the record that there are no leaks in the water service line leading to the property or the water lines and fixtures within the property.

ITEM 4. KAW's denial in this item are addressed above.

ITEM 6. KAW states that the meter in question was tested on January 7, 2020. They claim that the test showed that the meter was accurate and enclose a form showing the results of that test. I question the results of that test. It was not done by an independent entity and I was not present at the test. In *Young vs Southeastern Water*, PSC Case 2006-00212, the complainant was present for the meter test. In *Moore's Chapel A.M.E. Church vs Water Service Corporation of Kentucky*, PSC Case 2011-00414, the meter in question was tested by not only an independent testing entity but by the PSC themselves. KAW has every reason in the world to not be forthcoming with proper test results and I deny the accuracy of their test and the form it is recorded upon and call for an independent test of the meter in question. KAW also states that their inability to obtain a data log has nothing to do with the meter accurately measuring usage. I contend that it does since they cannot furnish information on when the water use in question occurred which they should be required to do since they rely on electronic means to read the meter in question. If one part of the meter in question has malfunctioned all readings are suspect. KAW's assertion that the meter accurately measured usage would be a finding of fact within the purview of the PSC. The complainant did meet a technician at the Anniston Dr property to verify that the meter in question was servicing the proper unit of the two unit building. He also spoke on more than one occasion with another technician who was involved with the meter in question at the property. Whether or not any tests of the meter took place at the property is completely irrelevant at this point therefore it is hard to fathom KAW's denial of this.

ITEM 7. No explanation of the meter test results by KAW are necessary because the results were neither witnessed by the complainant nor performed by an independent entity. It is interesting to the complainant that KAW admits to the malfunctioning of the meter interface unit which transmits usage data to KAW meter reading personnel as part of the meter reading process. It is of little interest to the complainant that KAW believes and so states in its reply that this malfunction has no bearing on the actual usage recorded by the meter. The complainant respectfully disagrees. It is also interesting to the complainant that the meter in question will not be placed back in service. Regardless of the defendants semantic pirouette around the word "scrapped" it is the claimants assertion that the fact that the meter will not be placed back in

service is a tacit admission that the meter was not and is not fit for service.

ITEM 8. The bill in question is a matter of record with the PSC. The complainant has no knowledge of whether or not the meter tested accurately and so denies that it registered the correct amount of usage that was billed.

ITEMS 9 & 10. These are questions within the purview of the PSC.

ITEM 11. The complainant once again disputes the meter test results of the defendant. The complainant does not believe the water meter readings in question to be accurate and denies that the indicated amount of water passed through the meter. Therefore the complainant is not liable to KAW for all amounts resulting from the indicated usage. The complainant was not present for the meter test as in Robert Young Family v. Southeastern Water Association, PSC Case No. 2006-00212, Order of January 25, 2007. The complainant is alleging a faulty meter and not an incorrect reading as in the case of Susan Spangler and Mark Lewis Farman v. Kentucky American Water Company, PSC Case No. 99-109, Order of October 7, 1999. The meter in question was not independently tested or tested by the PSC as in the case of Moore's Chapel A.M.E. Church v. Water Service Corporation of Kentucky, PSC Case No. 2011-00414, Order of September 17, 2012.

Accordingly, the Complainant Robert D. Hobdy moves for denial of the Defendant's motion to dismiss and for an order of the PSC granting the complainant relief as requested in the original complaint dated February 3, 2020.

Respectfully submitted,

  
Robert D. Hobdy

603 Ivy Ct

Lexington KY 40505

[REDACTED]

[REDACTED]

#### CERTIFICATE OF SERVICE

This is to certify that the original and two copies of the foregoing Answer and Motion have been filed on this 13th day of March, 2020, at the Public Service Commission and that a true and

accurate copy of same has been served, via U>S> Mail, on the same day to the following:

Lindsey W. Ingram III

STOLL KEENON OGDEN PLLC

300 West Vine Street, Suite 2100

Lexington, KY 40507

  
Complainant



## Kentucky American Water

P.O. Box 578, Alton IL 62002  
1-800-678-6301

AMW003 P00716 00004899

Robert Hobdy  
603 Ivy CT  
Lexington, KY 40505

04/17/2013

Account Number: [REDACTED]  
Premise Number: [REDACTED]  
672 Anniston Dr, Lexington KY 40505-2346

### **Re: Action Required For Participation in Our New Landlord Service Agreement**

Dear Property Owner,

American Water is proud to provide quality water and/or wastewater service to the rental properties under your ownership. As the participant in a Landlord Service Agreement, you have authorized American Water to automatically transfer service to your name effective upon a tenant's requested service disconnection. With this program you are not required to separately contact us or notify us of the request. We hope you have found this program a convenient way to manage continuous service to your rental property.

Currently, when an active Landlord Service Agreement is in place, American Water does not charge an activation fee upon the service transfer to the property owner's name. A review of this business policy will result in a change that will become effective in May of 2013. Enrollment in the new program is required to provide continuous service in the event of tenant disconnection.

The new Landlord Service program will allow you to continue to have service transferred into your name without needing to request the transfer; however, any applicable activation fees will be applied and will appear on the first billing statement following each service transfer. Activation fees are subject to change pending regulatory approval and will not require re-enrollment in the program. Currently the activation fee for your service area is \$26.00, for each instance of service transfer to your name. All other aspects of the existing program will remain the same, so you will still benefit from the convenience of the automatic transfer. This change aligns service activations for the property owners covered by a Landlord Service Agreement with service activations for all other American Water customers.

If you are interested in continuing to receive automatic transfer of service to your name, please complete the attached document to enroll in the new program. Note that your accounts are required to be in good standing to enroll in the new program and your request will need to be received in our office prior the new program beginning in May to ensure continued transfer of service in the event of tenant disconnection. If you are not interested in continuing to receive this service, no action is required, however the benefits of the current program will cease in May of this year.

Sincerely,

Kentucky American Water



P.O. Box 578 Alton, IL 62002

10/26/2019



003616 1 AB 0.409 03625/003625/003946 14 01 ACXHF5 003

ROBERT HOBODY

603 IVY CT

LEXINGTON KY 40505-2326

**For Service To:**

Account Number: [REDACTED]

Service Address: 672 Anniston Dr  
Lexington, KY 40505-2346

Re: Reconnection After 12 Months  
672 Anniston Dr, Lexington, KY 40505-2346

Dear Robert Hobdy:

Someone recently contacted American Water to reactivate the account shown above, on which you are listed as the account holder of record. As part of our continuing effort to safeguard your personal information, we are writing to verify that you made this request.

If you did contact American Water to reactivate this account, you do not need to take any further action. The account will be reactivated as you requested.

However, if you were not aware that this request had been made, please contact us as soon as possible by phone at 1-800-678-6301. When you speak with us, we will attempt to provide you with pertinent information regarding the person making this request, so that you can take appropriate follow-up action.

Protecting the identity of valued American Water customers is important to us. If you have questions about this or any other issue with your account, please call us at your convenience.

Sincerely,

Customer Service





**KENTUCKY  
AMERICAN WATER**

P.O. BOX 578 ARLON, IL 62002

02/04/2020



006664 1 AB 0.416 06675/006675/011133 23 01 ACXW3J 003

**ROBERT HOBODY**

603 IVY CT

LEXINGTON KY 40505-2326

**For Service To:**

Account Number: [REDACTED]

Service Address: 672 Anniston Dr  
Lexington, KY 40505-2346

Re: Notification of Landlord Agreement Removal

Dear Robert Hobdy:

Thank you for your participation in our Owner Allocation Landlord Revert program. This serves as confirmation that the below property(s) have been removed from the program per customer request.

If you any have questions, please do not hesitate to contact us online at [www.kentuckyamwater.com](http://www.kentuckyamwater.com).

Service Address	Contract Account Number
672 Anniston Dr	N/A

Sincerely,

Kentucky American Water  
Customer Service

