

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

SUSAN ELIZABETH SPENGLER AND)	
MARK LEWIS FARMAN)	
)	
COMPLAINANTS)	
)	CASE NO.
VS.)	99-109
)	
KENTUCKY-AMERICAN WATER COMPANY)	
)	
DEFENDANT)	

O R D E R

This matter comes before the Commission on a complaint by Susan E. Spengler and Mark L. Farman filed March 22, 1999 against Kentucky-American Water Company (Kentucky-American). The Complainants charge that Kentucky-American made an error in their monthly bill, and charged them for water that they did not use. On April 2, 1999, the Commission, by Order, directed Kentucky-American to file a written answer to the complaint or to satisfy the complaint. Pursuant to that Order, an answer was filed April 13, 1999. In its answer, Kentucky-American denies any error was made and asserts that the bill is accurate. By Order entered May 17, 1999 and served by mail on both parties, a hearing on the complaint was held before the Commission on June 14, 1999.

The Complainants took possession of their home at 217 Dantzler Court, Lexington, Kentucky on December 19, 1997. On that same date, Kentucky-American took a final meter reading to close the account of the previous customer and to open a

new account for the Complainants. The Complainants did not move into their new home until December 29, 1997, ten days later. On January 21, 1998, Kentucky-American read their meter. For 32 days of service their consumption was 27,000 gallons. Kentucky-American recognized this usage as excessive and rechecked Complainants meter. No leaks were found. Due to an inability to contact the Complainants by phone, a letter noting the high usage was enclosed with the water bill. Complainants received their first bill in the amount of \$130.41 on January 26, 1998.

Upon receipt of the bill, Complainants contacted Kentucky-American to discuss the high usage level. Kentucky-American offered to test the accuracy of Complainants meter but they declined indicating that the problem was the initial meter reading, not the functioning of the meter. Complainants paid \$40 on February 5, 1998, leaving a balance due of \$90.41. Kentucky-American also claims that the Complainants underpaid \$13.96 on their July 1998 payment and \$0.20 on their November 1998 payment, leaving a total balance due of \$104.57. Although a reconnection fee of \$24.48 had also been assessed after Complainants service was terminated for nonpayment, Kentucky-American removed the fee since a complaint had been filed with the Commission.

Based on the evidence of record and being otherwise sufficiently advised, the Commission finds that the Complainants do not dispute the accuracy of their meter. Rather, they claim that an erroneous low final meter reading for the previous customer resulted in under-billing to that customer and a subsequent over-billing to them. However, Complainants acknowledge in their complaint that an erroneous meter reading might not be the sole reason for their high first month s bill, conceding that they

might have had some minor leaks that would have raised their month s consumption above a normal level.

Assuming that Kentucky-American had under read the meter when taking a final reading on December 19, 1997, the last monthly reading for the previous customer would have been abnormally low compared to that customer s historic usage. A review of the previous customer s monthly usage indicates a consumption of 700 cubic feet in December 1997, with an estimated usage of 10 cubic feet in November 1997. This results in an average usage of 8.5 cubic feet for these two months. For the period December 1996 through October 1997, the previous customer s monthly consumption ranged from 8 cubic feet to 11.5 cubic feet, with an average of 9.8 cubic feet over the 11 months. Thus, the previous customer s final consumption was well within that customer s historic usage. This evidence simply does not support the Complainants theory that Kentucky-American incorrectly read their meter on December 19, 1997.

In this case, it has not been proven that the meter was functioning improperly, or that the meter was read incorrectly by Kentucky-American. In Tackett v. Prestonsburg Water Co., Ky., 38 S.W.2d 687, 690 (1931), Tackett refused to pay his water bill on the ground that he was charged with the use of an excessive quantity of water. The Court held that without any direct proof that the meter had been incorrectly read, the customer is responsible for payment for the amount of water that passes through the meter. Here, the Complainants evidence similarly falls short. The Commission is not persuaded that Kentucky-American incorrectly read the meter on December 19, 1999. Thus, Kentucky-American properly billed the Complainants for the water that passed through their meter.

IT IS THEREFORE ORDERED that:

1. The complaint of Mr. Farman and Ms. Spengler is dismissed.
2. Kentucky-American shall allow the Complainants to pay their arrearage over three months if Complainants desire to negotiate a partial payment plan.

Done at Frankfort, Kentucky, this 7th day of October, 1999.

By the Commission

ATTEST:

Executive Director