

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JTB REAL ESTATE LLC D/B/A TARLETON)	
CROSSING APARTMENTS)	
)	
COMPLAINANT)	
)	CASE NO.
V.)	2009-00483
)	
KENTUCKY-AMERICAN WATER COMPANY)	
)	
DEFENDANT)	

ORDER TO SATISFY OR ANSWER

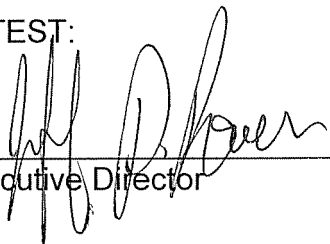
Kentucky-American Water Company ("KAWC") is hereby notified that it has been named as defendant in a formal complaint filed on December 2, 2009, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, KAWC is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days of the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

By the Commission

ATTEST:



Executive Director

ENTERED *EW*
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KENTUCKY PUBLIC
SERVICE COMMISSION

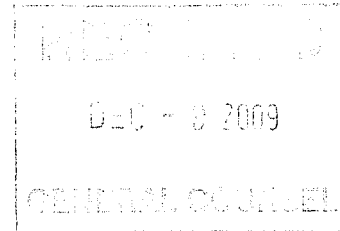
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BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

JTB REAL ESTATE LLC d/b/a TARLETON
CROSSING APARTMENTS,
COMPLAINANT
v.
KENTUCKY AMERICAN WATER COMPANY
DEFENDANT

No. 2009-

483



COMPLAINT

- (a) The full name and post office address of Complainant are: JTB Real Estate LLC d/b/a Tarleton Crossing Apartments ("JTB"), [REDACTED], [REDACTED].
- (b) The full name and post office address of Defendant are: Kentucky American Water Company ("KAWC"), 2300 Richmond Rd., Lexington, KY 40502.
- (c) For its complaint that KAWC's meter readings have been faulty, that KAWC's response thereto has been deficient, and that it has thereby caused further damage, JTB respectfully states and shows:
1. JTB owns and operates the Tarleton Crossing Apartments in Lexington, a commercial customer of KAWC for water service. There are four (4) KAWC meters for the premises, each with its own account number.
 2. In mid-January 2008, KAWC replaced the account [REDACTED] meter ("the street meter") with a model that had sending or remote-reading capability. The readings reported for this meter were high, and after repeated inquiries and requests to KAWC and expenditures by JTB to attempt to address the problem, it was determined that faulty installation by KAWC had caused a large water leak.

3. In July 2008, KAWC notified JTB that it had concluded JTB was entitled to an adjustment of the [REDACTED] account in the amount of \$453.64; KAWC stated that this dollar amount represented 63,000 “excess gallons” of water and that it would communicate the adjustment to the appropriate sewage-treatment entity “for their consideration of a sewer adjustment.” It is unknown how this credit was calculated or whether KAWC reported the credit for usage to the Lexington-Fayette Urban County (“LFUC”) sewer system so that KAWC received an appropriate credit toward sewage-treatment charges.

4. The street meter continued to have reported readings that exceeded historic usage. On JTB’s repeated complaint and inquiry and expenditures by JTB to attempt to address the problem, KAWC eventually pulled the street meter for testing, in August 2009. The reading for the replacement meter was in line with historic usage. KAWC has represented that the street meter tested within the required percentage ranges for accuracy; JTB was not given notice of the testing until the day it was to take place and thus no JTB representative was present. KAWC has also represented that the street meter was re-installed at the premises in late August 2009. Readings reported thereafter are, once again, in excess of historic levels.

5. In mid-June 2009, KAWC replaced the account [REDACTED] meter (“the laundry meter”) with a model that had sending or remote-reading capability. The readings reported for this meter were high, and after repeated inquiries and requests to KAWC and expenditures by JTB to attempt to address the problem, KAWC eventually pulled the laundry meter for testing, in late August 2009. It is unclear whether the replacement meter was read accurately for the 10-15 days it was in service at the premises. KAWC has represented that the laundry meter tested within the required percentage ranges for accuracy; JTB was not given notice of the testing until the day it was to take place and thus no JTB representative was present.

6. KAWC has also represented that it re-installed the laundry meter at the premises in early September 2009; in doing work at that meter location, KAWC caused damage and a water leak in pipes on JTB's side of the meter. JTB incurred substantial costs in repairing the damage done, but was told by KAWC that the leak was JTB's responsibility merely because it was located on JTB's side of the meter. Readings reported thereafter on the laundry meter are above historic levels.

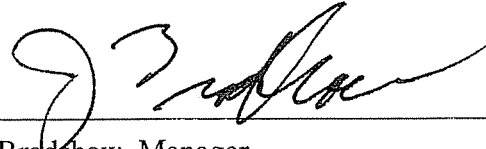
7. In mid-August 2009, JTB notified KAWC in writing that it disputed the accuracy of readings for the street meter and the laundry meter and the charges calculated thereon; it requested reimbursement of expenses incurred to attempt to address the problems and a lasting correction of reading problems. It also notified KAWC that it disputed the bills due to over-charges, and that it would be paying an amount consistent with historic usage on a going-forward basis until the matter was resolved. Nonetheless, KAWC has thereafter repeatedly sent 10-day shut-off notices, threatening disconnection if JTB did not pay in full the amount claimed due.

8. In the latter part of October 2009, KAWC notified JTB that it had concluded JTB was entitled to an adjustment of the street meter account in the amount of \$1662.40; KAWC stated that this dollar amount represented 237,000 "excess gallons" of water and that it would communicate the adjustment to the appropriate sewage-treatment entity "for their consideration of a sewer adjustment." It is unknown how this credit was calculated or if JTB has been provided all the appropriate credits.

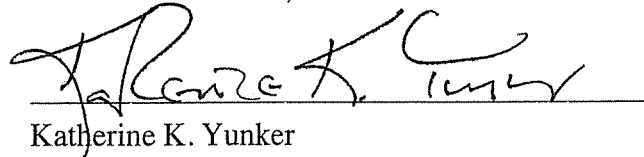
9. One of the other two meters is for fire protection; there has been no usage on that meter and JTB has been charged only the minimum bill. The fourth meter has been replaced with a remote-reading one; readings from that meter have been at the high end or slightly above historic usage.

WHEREFORE, Complainant JTB asks for all relief available, including that Defendant KAWC be ordered to answer this Complaint, support the credits given in the past, provide JTB with appropriate usage credits, report usage corrections to the LFUC sewer system, correct the reading problems so that they do not recur, and reimburse JTB for expenses incurred to resolve problems for which KAWC is responsible.

Dated at Lexington, Kentucky, this 1st day of December, 2009.



Jeff Bradshaw, Manager
JTB REAL ESTATE, LLC



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