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PUBLIC SERVICE
COMMISSION

February 20, 2021

Ms. Linda Bridwell, P.E.

Executive Director

Kentucky Public Service Commission

PO BOX 615

Frankfort, KY 40602-0615

RE: Case No. 2020-00409

Judy Keith v. Southern Madison Water District

Dear Ms. Bridwell:

My response is attached for filing. I am not an attorney so my responses are simply truthful based on the facts of this experience. A copy of this was emailed to Damon R. Talley and SMWD as required.

Sincerely,

A handwritten signature in cursive script that reads "Judy Keith".

Judy Keith, Ed.D.

Cc: Damon R. Talley

SMWD

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

Judy Keith

COMPLAINANT)

) CASE NO. 2020-00409

v.

Southern Madison Water

District

DEFENDANT

ANSWER

1. I have a doctoral degree which should suggest some measure of intelligence. I described clearly what happened the day my water equipment was destroyed. I provided documentation from two neighbors who provided in writing pertinent information to this case. All the documentation was provided to SMWD. What more information would Southern Madison Water District (SMWD) need to understand rather than deny the information is true?
2. First, a clarification of dates in this case is necessary. When my complaint was first filed with Southern Madison Water Company, I did not have the benefit of my telephone records which took me a month to receive after they were requested. In all the documentation that was sent to SMWD, their attorneys, and the Public Service Commission, the correct date could easily be confused. The damage to my system due to excessive air pressure occurred on June 25 as documented by phone records, not July 24 as stated in their attorney's response. Further, I do

not see how it is possible for SMWD to deny that Michelle Thompson lives where she lives, is a customer of SDWD, and willingly sent a notarized statement confirming her experience the same day of my equipment damage with excessive air pressure.

3. Of course, my water bill was higher than normal and I was given a discount despite my objections at the time that excessive air pressure damaged my system due to something wrong in SMWD system or services. Despite my concerns and repeated phone calls, SMWD did nothing to alert me that I might have damage so water leaked for weeks before I received a bill. If their actions caused the damage to my system and employees neglected to alert me there was a problem why should I pay for water loss? It is my position that their employees did not do so because they knew the cause of the excessive air pressure at the time the event occurred.
4. No comment.
5. I provided all the information I had and know of no other method to enlighten SMWD. My opinions, understanding, and positions are based up numerous conversations with a well-qualified licensed plumber. The plumber listed the actions he took to correct the problem, including listing all the replacement parts and equipment. Copies of receipts for his work were offered to SMWD and were not requested.
6. I provided all the information I had and know of no other method to enlighten SMWD. My opinions, understanding, and positions are based up numerous conversations with a well-qualified licensed plumber.
7. I provided all the information I had and know of no other method to enlighten SMWD. My opinions, understanding, and positions are based up numerous conversations with a well-qualified licensed plumber. I also met with the Director of SMWD prior to installation of my water system on the property itself. He was aware of the licensed plumbers who installed my equipment because **he worked with them to attempt to increase water pressure to avoid**

installation of a pump. Since SMWD turned my water on they have evidence of when that occurred, and the newness of the service and equipment used. The director of SMWD also commented to me during one of my phone calls that he knew my equipment was new and fairly recently installed.

8. There is no additional information Michelle Thompson could provide in order to have her notarized statement accepted rather than denied. She is a SDWD customer who willing certified that she experienced excessive air pressure on the same day my system was destroyed by excessive air pressure. Notarized statements are generally recognized by law.
9. There is no additional information Jordan Rouland, a licensed plumber, could provide to make clearer that in his professional opinion the damage to my pump, pressure gauge, and household equipment was due to excessive air pressure.
10. No comment
- 11. No comment on sections a and b, but I take exception with the statement that water to the main running alongside Dogwood Drive was not shut off. SMWD does not provide sufficient information to describe their procedure to convince me the statement in c. or d. is true, especially since one of my neighbors reported being without water for at least three hours that day. She lives a mile and a half between me and Dr. Blank. Further, it is possible that air was allowed into the line when the installation took place regardless of whether the main water line was shut off. To cause damage to my equipment, all SMWD had to do was increase the water pressure.**
12. No comment.
13. I have copies of receipts and offered those to Tommy Bussell, Director of SMWD who chose not to accept them.

14. It is my belief that the damage to my system was caused by actions taken by SMWD.

Furthermore, they failed to notify me that I might have a breakage after I made repeated phone calls expressing concern. SDWD does not describe the repairs to Dr. Blank's line to explain whether or not air could have entered the system during that repair. They simply state that the water was not turned off in the main line. With reference to item c., SMWD denies doing anything to cause the excessive air pressure but offers no explanation as to how that did occur.

15. A notarized statement is frequently used as a legal document verifying the information to be true.

16. This information is true except for the date of delivery of gravel which was July 14, which is 19 days after June 25 when the destruction of my water equipment occurred and therefore cannot be the cause. I have a receipt as my record of payment from Clover Bottom, gravel supplier. Also, no repairs have been made because of a leak in my line.

17. No comment.

18. Southern Madison claims to have done nothing to cause excessive air pressure in the closed line between their system and mine in the repair they did to Dr Blank's water supply on June 25. Nor do they make any attempt to explain how excessive air pressure can enter a closed system.

19. They claim instead that the damage to my system (no mention of Michelle Thompson excessive air pressure who lives a mile away and between my home and Dr. Blanks) likely caused by a gravel truck that ran over my line on July 14, 2020, nineteen days after the destructive event on June 25 occurred.

20. The question is "What caused excessive air pressure in the system?" Neither Michelle Thompson nor I did anything to cause it. Only employees of SMWD could have caused the excessive air pressure and damage to occur.

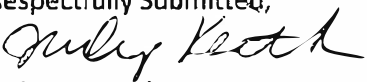
ADDITIONAL COMMENTS regarding SMWD's attorney filing:

To rely on their "tariff" which is unknown to their customers to absolve them of any damages their staff caused the customer is unfair to the customer. We must have water to survive. As a retiree living on Social Security the repairs to my system cost me more than my income in a month.

I have no knowledge of what powers the Public Service Commission may have to resolve this conflict but my claim as been documented and is an accurate description of events that transpired. My hope is that this matter will receive serious consideration or else customers like me will be without recourse when negligence occurs by service providers.

Dated: February 23, 2021

Respectfully Submitted,


Judy Keith, Ed.D.

1085 S. Dogwood Drive

Berea, KY 40403

