

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

DOUGLAS AND SYLVIA MORRISON	)	
	)	
COMPLAINANT	)	
V.	)	CASE NO.
	)	2015-00136
KENTUCKY POWER COMPANY	)	
	)	
DEFENDANT	)	

ORDER

On April 15, 2015, Complainants Douglas and Sylvia Morrison filed a formal complaint against Kentucky Power Company (“Kentucky Power”) requesting a refund due to improper billing for outdoor lighting. Complainants allege that Kentucky Power improperly charged them for outdoor lighting on their combination electric residential/outdoor lighting account by leading Complainants to believe they were paying for a light over a shed in their backyard, when they were actually paying for a dusk-to-dawn street light. Kentucky Power denies that it improperly charged Complainants for their outdoor lighting, and contends that it followed its established policies and procedures for explaining existing outdoor lighting service and confirming that customers intend to maintain existing service with their new account. Having reviewed the record and being otherwise advised, the Commission finds that Complainants failed to carry their burden of providing evidence to support their assertion.

Complainants have owned their residence at 440 31<sup>st</sup> Street, Ashland, Kentucky, since April 1996.<sup>1</sup> According to Complainants, Kentucky Power installed an outdoor light over a shed in the backyard of the residence when the previous owner, Mrs. Morrison's mother, moved into the residence in October 1994.<sup>2</sup> Complainants state that when they established electric service at the residence in 1996, Kentucky Power informed Complainants that the property had metered residential electric service and unmetered electric outdoor light service.<sup>3</sup> Complainants believed the unmetered outdoor light service was for the backyard shed light, asserting that Kentucky Power never informed them that the unmetered outdoor light charges were for a dusk-to-dawn street light.<sup>4</sup>

According to Complainants, Kentucky Power maintained the shed light after it was installed, replacing the bulb and repairing the shield.<sup>5</sup> When Complainants sought repairs to the shed light in March 2015, they were informed by a Kentucky Power service technician that he could not repair the shed light because the shed light was on private property owned by the Complainants and the outdoor light portion of their monthly bill was for a dusk-to-dawn street light located adjacent to their front yard.<sup>6</sup> Complainants assert that this was the first time they were informed that the outdoor

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<sup>1</sup> Complaint at 1.

<sup>2</sup> *Id.* at 2.

<sup>3</sup> Complainants' Additional Comments on IC Memo (filed Nov. 30, 2015).

<sup>4</sup> *Id.*; Complainants' Response to Amended Answer of Kentucky Power ("Amended Answer"), numbered paragraph 21(a) (filed Sept. 8, 2015).

<sup>5</sup> Complaint at 3.

<sup>6</sup> *Id.*

lighting charge was for a dusk-to-dawn street light. They further assert that this was the first time they became aware that the shed light is on a circuit that serves the shed and is connected to their residential meter, and thus is a metered, not unmetered, outdoor light.<sup>7</sup>

At Complainants' request, the outdoor street light was removed on April 2, 2015, and they are no longer billed for outdoor lighting. Complainants seek a credit for amounts paid for outdoor lighting charges from December 1996 through March 2015.

Kentucky Power denies that it installed the shed light at issue in this matter. Kentucky Power affirms that, consistent with company policy and practice, when Complainants established service at this address, Kentucky Power informed them of the existing outdoor lighting service and provided Complainants the opportunity to discontinue the service.<sup>8</sup> Kentucky Power further asserts that installing company-owned outdoor lighting fixtures on private buildings, such as the shed at issue, would have been contrary to its practice.<sup>9</sup> Pursuant to its tariffs, Kentucky Power installs company-owned lighting fixtures only on company-owned poles.<sup>10</sup> Moreover, company-

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<sup>7</sup> *Id.* at 5; Complainants' Response to Staff's Second Request for Information ("Staff's Second Request"), Item 3.

<sup>8</sup> Amended Answer at numbered paragraph 5(h).

<sup>9</sup> Amended Answer at numbered paragraph 5(c); *See also* Tariff Sheets 14-1, 14-2, and 14-3 (Tariff O.L.), effective March 1, 1996; Tariff Sheets 14-1 and 14-2 (Tariff O.L.), effective July 1, 1992; Tariff Sheet 14-3 (Tariff O.L.), effective April 1, 1991; Tariff Sheet 14-1 (Tariff O.L.), effective July 1, 1991; and Tariff Sheets 14-2 and 14-3 (Tariff O.L.), effective April 1, 1991. The tariff sheets were filed as attachments to Kentucky Power's Notice of Filing of Tariff Sheets (filed Nov. 18, 2015).

<sup>10</sup> *See* Tariff Sheets 14-1, 14-2, and 14-3 (Tariff O.L.), effective March 1, 1996; Tariff Sheets 14-1 and 14-2 (Tariff O.L.), effective July 1, 1992; Tariff Sheet 14-3 (Tariff O.L.), effective April 1, 1991; Tariff Sheet 14-1 (Tariff O.L.), effective July 1, 1991; and Tariff Sheets 14-2 and 14-3 (Tariff O.L.), effective April 1, 1991. The tariff sheets were filed as attachments to Kentucky Power's Notice of Filing of Tariff Sheets (filed Nov. 18, 2015).

owned outdoor light fixtures are unmetered, and thus never run through the customer's meter, as is the case with Complainants' shed light.<sup>11</sup> Lastly, Kentucky Power argues that it could not have installed the shed light because, pursuant to its tariffs, mercury vapor lamps were not available for new installations in 1994, when Complainants assert the shed light was installed, and, based upon the color of the emitted light, and size and shape of the lamp, Kentucky Power concluded that the shed light is a mercury vapor lamp.<sup>12</sup>

Kentucky Power also denies that it maintained the shed light at issue in this matter. Kentucky Power provided records of outdoor lighting service calls made to Complainants' address which reflect only two runs: one in May 2012, which Complainants explained was for a power outage and that Complainants cancelled after the power was restored; and the second in March 2015.<sup>13</sup>

According to Kentucky Power's records, combination electric/outdoor lighting service was first established at 440 31<sup>st</sup> Street in April 1992 at the request of the then-owner, and a dusk-to-dawn street light was installed on Pole No. 2184, which is located across a small alleyway adjacent to the front yard of the residence.<sup>14</sup> Kentucky Power's monthly billing statements and reports indicate that the Complainants have been billed

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<sup>11</sup> *Id.*

<sup>12</sup> Amended Answer at numbered paragraph 5(e); Kentucky Power's Response to Staff's Second Request, Item 3.

<sup>13</sup> Kentucky Power's Response to Staff's First Request for Information ("Staff's First Request"), Item 7; Complainants' Response to Amended Answer at numbered paragraph 7(b).

<sup>14</sup> Kentucky Power's Response to Staff's First Request, Item 4.

for dusk-to-dawn street lighting on Pole No. 2184 under the outdoor lighting tariff from April 1996 until April 2015.<sup>15</sup>

Complainants dispute that a street light has been located on Pole No. 2184 since 1992. According to Complainants, a street light had been located diagonally across the street from their residence on Pole No. 2182, and was moved to the Pole No. 2184 a few years ago.<sup>16</sup> Complainants assert that after the light was relocated, they called Kentucky Power to file complaints and request the removal of the street light on Pole No. 2184 because it shone too brightly on their front porch. Complainants say they were told by Kentucky Power that the street light could not be removed.<sup>17</sup>

Kentucky Power denies that the street light was relocated from Pole No. 2182 to Pole No. 2184, asserting that company records indicate that Kentucky Power never installed any type of lighting fixtures on Pole No. 2182.<sup>18</sup> Further, Kentucky Power states that, according to its records, it did not receive any complaints or requests by Complainants or by anyone else prior to March 2015 to have the street light on Pole No. 2184 removed.<sup>19</sup>

Two rounds of discovery were completed. An informal conference was held on November 18, 2015. At the request of the parties, this matter was submitted for a decision based upon the written record.

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<sup>15</sup> *Id.* at Items 3 and 6. Kentucky Power's records also indicate that Mrs. Morrison's mother was billed for dusk-to-dawn street lighting under the outdoor lighting tariff from December 1994 until April 1996.

<sup>16</sup> Complaint at 5–6.

<sup>17</sup> *Id.* at 6; Complainants' Response to Staff First Request, Item 4.

<sup>18</sup> Amended Answer at numbered paragraph 5(k).

<sup>19</sup> Amended Answer at numbered paragraph 9(e).

Having reviewed the record and being otherwise advised, the Commission finds that Complainants failed to carry their burden in demonstrating that Kentucky Power improperly charged Complainants for outdoor lighting service by misleading Complainants about which outdoor light was covered by the outdoor lighting service. As the complainants in this matter, the Morrisons bear the burden of providing evidence to support their assertions.<sup>20</sup> Further, under Commission precedent, a utility customer has the obligation to review monthly electric bills and to question the utility about any charges that are unclear or unusual.<sup>21</sup> That obligation means that a customer has the responsibility for understanding what the charges on their monthly bill represent.

Complainants' statements regarding the facts at issue were inconsistent and contradictory, which may reflect confusion arising from the length of time since the initial events occurred. However, Kentucky Power provided substantial written evidence to support its position and refute Complainants' assertions.

Complainants provided current photographic evidence of the shed light and street light, but failed to otherwise provide evidence for their claims. Complainants admitted they do not have records documenting that Kentucky Power installed the shed light or when Kentucky Power made service runs for the shed light.<sup>22</sup> Nor do Complainants have records documenting telephone complaints and requests to remove the street light prior to March 2015. Pursuant to 807 KAR 5:006, Section 13(1)(c), if a dispute arises regarding a telephone request to terminate utility service, the burden of

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<sup>20</sup> See *Energy Regulatory Comm'n v. Kentucky Power Co.*, 605 S.W.2d 46, 50 (Ky. App. 1980).

<sup>21</sup> See Case No. 2009-00346, *Mike Williams v. Kentucky Utilities Company* (Ky. PSC Feb. 5, 2010).

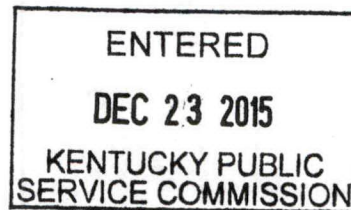
<sup>22</sup> Complainants' Response to Staff's First Request, Item 3.

proof is on the customer to prove service termination was requested. For all these reasons, the Commission finds that the Complainants are not entitled to any relief and their complaint should be dismissed.

IT IS THEREFORE ORDERED that:

1. Complainants' complaint against Kentucky Power is dismissed.
2. This case is closed and removed from the Commission's docket.

By the Commission



ATTEST:

  
Executive Director

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