

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

SANDY MORROW)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2024-00297
GARRARD COUNTY WATER ASSOCIATION, INC)	
)	
DEFENDANT)	

ORDER

On September 9, 2024, Sandy Morrow filed a formal complaint against Garrard County Water Association, Inc. (Garrard County Water) in which she alleged that an employee of Garrard County Water, in concert with her neighbor, engaged in fraudulent conduct that caused her to hire said employee to perform unnecessary plumbing work that adversely affected her water service and resulted in low water pressure. She alleged that when she reported the matter to Garrard County Water, the utility manager acted unreasonably in responding to her complaint.

On May 29, 2025, the Commission entered an Order finding that most of Ms. Morrow's claims were based on the alleged conduct and deceit of her neighbor and the utility employee acting in his private capacity as plumbing contractor.¹ The Commission found that these claims did not establish a *prima facie* case against the utility and that Ms. Morrow should be afforded an opportunity to amend the complaint within ten days of

¹ Order (Ky. PSC May 29, 2026) at 2.

the date of the Order.² The Commission ordered Garrard County Water to satisfy or answer the claims regarding the conduct of the employee, acting as meter reader, and of the utility manager in responding to the alleged low water pressure within ten days of the date of the Order.³

On June 6, 2025, Garrard County Water filed an Answer and Motion to Dismiss (Answer). On June 10, 2025, the Commission received a document from Ms. Morrow styled Amendment to Complaint that did not address the Commission's Order. On June 30, 2025, the service copy of the satisfy or answer order mailed to Ms. Morrow by certified mail was returned as not deliverable after a failed delivery attempt and being held at the post office for 15 days.

On October 13, 2025, the Commission entered an Order finding that the May 29, 2025 Order should be re-served by regular, first-class U.S. Mail.⁴ On November 3, 2026, Ms. Morrow filed a Response to the Commission's Order and Objection to Garrard Water's Motion to Dismiss.

LEGAL STANDARD

Pursuant to KRS 278.260, the Commission has original jurisdiction over complaints as to rates or service of any utility. While no order affecting a rate or service complained of may be entered without a hearing, "[t]he commission may dismiss any complaint without a hearing if, in its opinion, a hearing is not necessary in the public interest or for the protection of substantial rights."

² May 29, 2026 Order at 3.

³ May 29, 2026 Order at 3.

⁴ Order (Ky. PSC Oct 13, 2025)

BACKGROUND

In her complaint, Morrow alleged that her neighbor told her that an employee of Garrard County Water told him that she had an underground water leak.⁵ She alleged that her neighbor recommended a plumber who could fix the leak, and she agreed to hire him to do the work to fix the leak.⁶ Morrow stated that after the employee of Garrard Water did some excavating and work in her yard, including the installation of new spigots for her and her neighbor, she assumed the leak had been fixed and called Garrard Water to ask about a bill adjustment for the lost water.⁷ She claimed that she was told that Garrard Water did not make leak adjustments and that besides, her usage did not indicate that she had a leak.⁸ Morrow stated that the water company informed her that the person who did the work was the water company employee who allegedly told her neighbor that she had a leak.⁹ She said she also learned that the employee was not a licensed plumber.¹⁰

Morrow claimed that she was tricked by her neighbor and the water company employee to have work done that she did not need. She alleged that she also found out that the neighbor had been stealing her water for his property.¹¹ She claimed that she

⁵ Complaint at 3.

⁶ Complaint at 3-4.

⁷ Complaint at 6.

⁸ Complaint at 6.

⁹ Complaint at 6.

¹⁰ Complaint at 8.

¹¹ Complaint at 9.

paid the employee \$300 for the work.¹² She also claimed that since the work was done, she has very little water pressure.¹³

Morrow demanded that Garrard Water pay for a licensed plumber to inspect and redo all the work performed by its employee and to compensate her for the \$300 she paid to the employee for the work. She also asked for compensation for the water she alleged that her neighbor stole.¹⁴

In the document styled "Amendment," Morrow made additional allegations against her neighbor involving theft of water flowing through her meter. She claimed that the manager of Garrard Water was aware that her neighbor was hooked into her water lines.¹⁵ She alleged that the water company employee she hired to install a new line was also working for the water company on the same day as he did excavation work on her property.¹⁶ She stated that she discovered that her predecessors-in-title had granted the water company an easement that included a master meter. She claimed that the water company never told her this, and that she never agreed to pay the bills for a master meter.¹⁷

In its Answer filed on June 6, 2025, Garrard Water argued that it had no role in the fraudulent scheme alleged by Ms. Morrow.¹⁸ Garrard Water noted that Morrow admitted

¹² Complaint at 5.

¹³ Complaint at 10.

¹⁴ Complaint at 12-14.

¹⁵ Amendment to Complaint at 2.

¹⁶ Amendment to Complaint at 2.

¹⁷ Amendment to Complaint at 5.

¹⁸ Answer at 4-6.

it was her neighbor who represented to her that she had a water leak, and that no one from Garrard Water had been involved.¹⁹ Garrard Water stated that it is not responsible for the actions of the contract employee acting in his private capacity.²⁰

Garrard Water asserted that after Ms. Morrow filed her complaint alleging lack of sufficient water pressure, it tested the pressure at the meter. Garrard Water asserted that the pressure at the meter was “great” and that any issues with water pressure were on Morrow’s side of the meter and not its responsibility.²¹ Garrard Water attached a copy of a water pressure reading to its Answer as Exhibit A.

In her response to the May 29, 2025 Order, Morrow claimed that the employee was “acting under the authority and representation of the company [when he] performed plumbing work at my residence based on a false claim that there was a major water leak.”²² She also claimed that:

[T]his employee regularly performs these duties on behalf of Garrard Water [and] was operating within the scope of his employment, using the company’s authority and reputation to mislead me. Therefore, Garrard Water is directly responsible for his conduct and any resulting harm.²³

Ms. Morrow also challenged the water pressure reading provided by Garrard Water. Ms. Morrow claimed it was false and misleading because the test took place close to a year after she claims she barely had water pressure and possibly was “intentionally

¹⁹ Answer at 2, 4.

²⁰ Answer at 5.

²¹ Answer at 4.

²² Response at 2.

²³ Response at 2.

fabricated” evidence.²⁴ She did not cite any evidence that the meter test was erroneous or fabricated.

DISCUSSION

The gravamen of Ms. Morrow’s complaint is that her neighbor defrauded her and stole water from her, and that a water company employee was complicit in these acts. She seeks to recover from Garrard Water the amount she paid the employee for the plumbing work plus the cost of the water she says was stolen from her with the help of the water company employee. She also seeks to hold Garrard Water responsible for the fact that the person who did the plumbing work for her was not a licensed plumber.

In her response to the May 29, 2025 Order, Ms. Morrow alleged for the first time that the utility employee performed the plumbing work for her “acting under the authority and representation of the company.”²⁵ She further alleged the employee used “the company's authority and reputation to mislead me.”²⁶

In her original Complaint, Ms. Morrow alleged that her neighbor represented to her that a water company employee asked him to tell her that she had a water leak.²⁷ She further alleged that the plumber her neighbor referred her to (the Garrard Water contract meter reader) also told her she had a line leak when he came to start the work.²⁸ Ms. Morrow, however, did not allege that she thought the plumber was acting on behalf of the water company, and Ms. Morrow in fact stated that she did not learn he worked for

²⁴ Response at 3.

²⁵ Response at 2.

²⁶ Response at 2.

²⁷ Complaint at 3.

²⁸ Complaint at 4.

Garrard Water as an excavator and meter reader until later.²⁹ She has not cited any evidence to support the claim that the individual performed the work “acting under the authority and representation of the company.”

The Commission did find in its May 29, 2025 Order that Ms. Morrow’s complaint stated a *prima facie* case against Garrard Water concerning the allegedly insufficient water pressure and ordered Garrard Water to satisfy or answer that claim. In its Answer, Garrard Water stated that it tested the water pressure at the meter, and that the water pressure at the meter was “excellent.” Garrard Water submitted with its Answer copy of a picture of a pressure gauge registering just below 100 PSIG. This pressure complies with the applicable regulatory standard, which requires pressure at the customer’s point of service to be between 30 and 150 PSIG.³⁰ “Point of service” is defined as “the outlet of a customer's water meter.”³¹ Garrard Water is not responsible for any pressure issues on the customer’s lines downstream from the meter. Although Ms. Morrow claimed that the pressure reading was false and misleading possibly was “intentionally fabricated” evidence, but she did not cite any evidence that the meter test was erroneous or fabricated.

Additionally, the excavation work was performed on her side of the meter, so any loss of water pressure caused by the work would not be the water company’s responsibility.

²⁹ Complaint at 6.

³⁰ 807 KAR 5:066, Section 5(1), provides that the pressure the customer’s service line cannot fall below 30 PSIG nor exceed 150 PSIG.

³¹ 807 KAR 5:066, Section 1(5).


Based on the foregoing, the Commission finds that the amended complaint failed to establish a *prima facie* case regarding the claims based on the alleged conduct and deceit of her neighbor and the utility employee acting in his private capacity as plumbing contractor, thus those claims should be dismissed as the claims do not involve the rates or services of Garrard Water over which the Commission has jurisdiction. The Commission further finds that the allegations of low pressure have been refuted by water pressure testing at the meter and that low pressure beyond the meter may be caused by other factors outside the Commission's jurisdiction. Accordingly, the Commission finds that a hearing is not necessary in the public interest or for the protection of substantial rights, and that Garrard Water's motion to dismiss should be granted. Notwithstanding the dismissal of this Complaint, this decision should not be interpreted as addressing the availability or merits of the Complainant's claims before the Kentucky Court of Justice or other administrative agencies.

IT IS THEREFORE ORDERED that:


1. Garrard Water's motion to dismiss is granted.
2. Sandy Morrow's complaint is dismissed without prejudice.
3. This case is closed and removed from the Commission's docket.

Entered on this 12th day of May, 2026.

PUBLIC SERVICE COMMISSION



Angie Hatton
Chair



Mary Pat Regan
Commissioner



Andrew W. Wood
Commissioner

ATTEST:



Linda C. Bridwell, PE
Executive Director

Case No. 2024-00297

Service List for 2024-00297

Sandy Morrow
P. O. Box 201
Monticello, KY 42633

* L. Allyson Honaker
Honaker Law Office, PLLC
1795 Alysheba Way
Suite 1203
Lexington, KY 40509

* Garrard County Water Association, Inc.
315 Lexington Road
P. O. Box 670
Lancaster, KY 40444