

COMMONWEALTH OF KENTUCKY
BEFORE THE UTILITY REGULATORY COMMISSION

* * * * *

In the Matter of

HARKNESS EDWARDS, III and)
CATHERINE CODELL EDWARDS)
Complainants)
vs.)
SOUTH CENTRAL BELL)
TELEPHONE COMPANY)
Defendant)

CASE NO. 8131

ORDER TO SATISFY OR ANSWER

To South Central Bell Telephone Company:

You are hereby notified that a Complaint has been filed in the action entitled as above against you as Defendant, and you are hereby ordered to satisfy the matters therein complained of or to answer said Complaint in writing within ten (10) days from the service upon you of this Order and the copy of said Complaint which is hereunto attached.

Done at Frankfort, Kentucky, this 27th day of January, 1981.

UTILITY REGULATORY COMMISSION

For the Commission

ATTEST:

Secretary

JAN 23 1981

HARKNESS EDWARDS, III and)
 CATHERINE CODELL EDWARDS)
)
 Complainants)
)
 vs.)
)
 SOUTH CENTRAL BELL)
 TELEPHONE CO.)
)
 Defendant)

UTILITY REGULATORY
 COMMISSION

8131

NO. _____

COMPLAINT

The complaint of Harkness Edwards, III and Catherine Codell Edwards respectfully shows:

- (a) That the Complainants, Harkness Edwards, III and Catherine Codell Edwards, live at Route 10, Jones Nursery Road, Lexington, Kentucky 40511, and that both are farmers and, in addition, Harkness is a real estate broker and owns a construction company.
- (b) That the Defendant is South Central Bell Telephone Co., their address is P. O. Box 708, Winchester, Kentucky 40391, and that they provide telephone service to the Complainants' service area in Clark County, Kentucky.
- (c) That the acts complained of and the law relied upon by these Complainants is as follows:

(1) That the Complainants constructed a new house on the Jones Nursery Road in Clark County, Kentucky, and were in need of new phone service.

(2) Knowing that it would be a reasonable length of time prior to phone service being extended to their residence, these Complainants signed a contract for new service in January of 1980. A phone line was accessible to them on Jones Nursery Road, approximately 2,000 feet from their house site.

(3) In response to Complainants signing the contract, Defendant forwarded to them an acknowledgement on February 5, 1980, which welcomed them as a customer, copy of which is attached as Exhibit "A". After signing the contract, Defendant "pre-wired" Complainants' house for phone service.

(4) As a result of a nearly eight month delay after signing the initial contract, Complainants made several phone calls to Defendant in August of 1980. Many phone calls had been made to Defendant from Complainants between January and August. A summary and confirmation of those phone calls to Mrs. Thorpe and Mrs. Hayes was sent to Defendant by Certified Mail, Return Receipt Requested, a copy of which letter is attached hereto and made a part hereof as Exhibit "B". As this Commission will note, the proposed charge at

the date of this letter for installation was \$1,358.58. Even though Complainants thought this sum was quite excessive, they agreed, in the attached letter, to the payment.

(5) In response to Complainants' letter, Mrs. Hayes wrote to them on August 29, 1980, quoting a reduced charge of \$358.88. That letter is attached hereto and made a part hereof as Exhibit "C". After receiving that letter, Complainants assumed that their telephone service was going to be installed imminently, as the letter seems to make clear. Complainants believe if they had not challenged the initial charge, they would have been required to pay \$1,358.58.

(6) In spite of the repeated representations to the Complainants, both in the letters attached and in many phone calls by employees of Defendant, there was no attempt to hook up Complainants' house to the phone line. Feeling a great sense of frustration, Complainants finally wrote to the Attorney General's Office, Division of Consumer Protection. As a result of an inquiry on the part of the Attorney General, B. M. Starnes, an employee of Defendant, again stated that construction of the phone line was commencing immediately. A copy of the Attorney General's letter to Mr. Edwards and

the response the Attorney General received from Mr. Starnes is attached hereto and made a part hereof as Exhibit "D".

(7) On September 29, 1980, Complainant wrote to Mrs. Hayes at South Central Bell relating a conversation he had had with that office, stating construction was eminent on the phone line, and asking again as to when the service would be connected. A copy of that letter is attached as Exhibit "E".

(8) On December 31, 1980, Mrs. Edwards spoke with Stan Taylor and Don Ross, both employees of Defendant. She was informed by Mr. Ross that he would be forwarding to her an agreement stating Complainants would pay the construction costs. Complainants still have not received that form. This was the first information Complainants had received about any forms that needed to be completed. Mr. Ross further said that construction would not be completed before March 31, 1981. Mr. Taylor said he would try to get them in the first cancellation spot, but would make no promises.

(9) On January 2, 1981, Mrs. Edwards spoke with Mrs. Hayes, an employee of Defendant, who confirmed that Complainants accepted the proposed construction charges during the summer of 1980. Mrs. Hayes would not give any specific date for installation of phone

service, and refused to give Complainants a priority. Further, she said the final cost estimate had not even been made yet.

(10) In spite of the repeated demands made by these Complainants, there is no prospect in sight for when the installation will be made. Apparently these Complainants have been singled out for this type treatment, in that their next-door neighbor, Joe McCoy, started building his house after these Complainants had applied for service, he applied for service after these Complainants, and his service has already been installed.

(11) Each phone conversation these Complainants had with various employees of South Central Bell resulted in different answers about when and how to get their service installed.

(12) Apparently, this type of problem is long-standing and reoccurring as is set out in the enclosed newspaper article, which was in the Richmond Register, August 9, 1979, which is attached hereto as Exhibit "F".

(13) KRS 278.030 provides in part: "(2) Every utility shall furnish adequate, efficient and reasonable service"

(14) KRS 278.170(1) provides:

No utility shall, as to rates or service, give any unreasonable preference or advantage to any person or subject any person to any unreasonable prejudice or disadvantage, or establish or maintain any unreasonable difference between localities or between classes of service for doing a like and contemporaneous service under the same or substantially the same conditions.

(15) The applicable regulation relating to Southern Bell's providing of services is 807 KAR 25:040. This regulation provides in pertinent part:

Section 5. Basic Utility Obligations.

(1) Each telephone utility shall provide telephone service to the public in its service area in accordance with its rules and tariffs on file with the commission. Such service shall meet or exceed the standards set forth in this regulation.

(2) Each telephone utility has the obligation of continually reviewing its operations to assure the furnishing of adequate service.

Section 9. Extensions of Service. (1)

The utility shall extend service to applicants within the base rate area without a construction charge except in cases of special requirements.

(5) Upon complaint to and investigation by the commission, a utility may be required to construct extensions greater than 750 feet upon a finding by the commission that such extension is reasonable.

Section 11. Provision of Service. (1)

It shall be the service objective of all utilities to fulfill ninety (90) percent of requests for regular service within five (5) working days of the receipt of the request unless the applicant specifically requests a later date.

(5) When because of circumstances beyond the control of the utility it is not possible to provide service within the time limits specified above, the utility shall promptly notify the applicant of the reason for the delay and give him a commitment date based upon the best available information.

Section 15. Adequacy of Service. (1) Each utility shall employ recognized engineering and administrative procedures to determine the adequacy of service being provided to the customer.

(16) These Complainants have applied for phone service more than one (1) year ago, and still have no reasonable prospect for receiving it. No one in the Defendant's office will provide these Complainants with a date by which the service will be completed. Even if the installation of the service here is considered "special service", it is still necessary that they receive it "in as expeditious manner as equipment facilities will permit". Each time these Complainants attempt to find out the problem in receiving service, they get the run-around and are passed from employee to employee at the company of Defendant. This has gone on long enough, and it appears that only a direct mandate from this Commission will result in phone service to the Complainants.

(17) Defendant has made no effort to comply with the statutes and regulations set out in numerical paragraphs 13, 14 and 15 above. In all

respects, their service has been inadequate, inefficient and unreasonable. Complainants have been treated with prejudice in favor of others, such as Mr. McCoy. Defendant has made no effort to either render adequate service or to review its own operations to begin to give the customers adequate service. Complainants have never been notified of their reason for the delay, nor have they been given a commitment date for service to be installed.

(18) Mr. Edwards is compensated as a real estate agent by commissions from sales. It is impossible for him to operate his business without the availability of a phone in his residence. An absence of a phone results in a monetary loss in their farming operation because of the lost labor involved in driving to another house to use the phone. More important to Complainants are the personal problems caused by the absence of a phone. Friends and family cannot call. A doctor for their young baby cannot be called. The police and fire departments are unavailable when needed.

Complainants have lost income in the amount of Ten Thousand (\$10,000.00) Dollars, and have suffered humiliation and embarrassment as a result of

Defendant's actions and are entitled to punitive damages in the amount of Ten Thousand (\$10,000.00) Dollars.

WHEREFORE, Complainants request the following relief:

1. An immediate installation of phone service to their house on Jones Nursery Road in Clark County, Kentucky;
2. Damages against the Defendant in the amount of Ten Thousand (\$10,000.00) Dollars as compensatory damages, and in the amount of Ten Thousand (\$10,000.00) Dollars as punitive damages.

Dated at Lexington, Kentucky, this 20 day of January, 1981.

HARKNESS EDWARDS, III
CATHERINE CODELL EDWARDS

COMPLAINANTS

MILLER, GRIFFIN & MARKS, P.S.C.
700 Security Trust Building
Lexington, Kentucky 40507
Telephone: (606) 255-6676

BY: Thomas W. Miller
THOMAS W. MILLER

ATTORNEY FOR COMPLAINANTS

 South Central Bell

606 M20 0756

WE ARE PLEASED TO WELCOME YOU AS A CUSTOMER AND HOPE YOUR TELEPHONE SERVICE PLEASES YOU. YOUR FUTURE BILLS WILL BE DATED THE 26TH OF EACH MONTH AND WILL INCLUDE ANY LONG DISTANCE CHARGES AND ANY APPLICABLE CHARGES FOR DIRECTORY ASSISTANCE CALLS.

THE MONTHLY ALLOWANCE FOR DIRECTORY ASSISTANCE CALLS IS FIVE PER TELEPHONE LINE. THE CHARGE FOR AN IN-STATE LONG DISTANCE DIRECTORY ASSISTANCE CALL (TU 1+555-1212) WILL BE CANCELED BY AN IN-STATE LONG DISTANCE CALL COMPLETED FROM AND CHARGED TO YOUR TELEPHONE DURING THE SAME BILLING PERIOD. ADDITIONAL DIRECTORY ASSISTANCE CALLS NOT OFFSET IN THIS MANNER AND IN EXCESS OF THE MONTHLY ALLOWANCE WILL BE BILLED AT THE RATE OF 20 CENTS EACH — REGARDLESS OF WHETHER THE OPERATOR IS ABLE TO PROVIDE THE NUMBER REQUESTED. THERE IS NO CHARGE FOR OUT-OF-STATE LONG DISTANCE DIRECTORY ASSISTANCE CALLS.

• See Reverse

THANK YOU! IT'S A PLEASURE TO SERVE YOU!

EXHIBIT "A"

 South Central Bell

FEB 05 1980

606 M20 0756
113

HARKNESS EDWARDS 111
2845 PALUMBO DR
#1-D
LEXINGTON KY 40509

RES 317 002
319
WINCHESTER 20

OTHER CHARGES & CREDITS—SEE ENCLOSURE

77.50

TAXES—LOC .00 STA .00 FED .00

.00

TOTAL CHARGES ARE DUE BY FEB 14

77.50

See Reverse

IF ANY QUESTIONS CALL 744 9011

TOTAL DUE

77.50

THANK YOU! IT'S A PLEASURE TO SERVE YOU!



South Central Bell

FEB 05 1980

606 M20 0756

PAGE 1

OTHER CHARGES AND CREDITS

RES 113

WE ARE NOT HOLDING A DEPOSIT ON YOUR ACCOUNT

CHARGE FOR CONNECTING SERVICE FEB 04 ITEMIZED BELOW	
SERVICE CHARGES	19.00
6 PREWIRING OUTLETS	58.50

TOTAL EXCLUDING TAX 77.50

See Reverse

THANK YOU! IT'S A PLEASURE TO SERVE YOU!

August 19, 1980

Mrs. Thorton & Mrs. Hayes
South Central Bell
Winchester, Kentucky

Re: Line Installation - Jones Nursery Road.

Dear Mrs. Thorton:

This letter is to confirm our conversations of August 8th and 12th, 1980.

On August 8th you stated that in order for phone service to be brought to my residence there would be an installation fee of \$1,358.58 for 2,000 line feet of phone line. There would be a monthly charge of \$5.58 for maintenance on this line. Acceptance of your service was requested before September 1, 1980. These charges are a result of a policy change of April of this year.

It is my position that my order was placed in January of this year and therefore not governed by the above policy change. In light of this, I am inclined to explore and pursue any legal remedies in this matter. However, please let this letter serve as acceptance of the service described; in protest. I will abide by all procedures and changes as set out by South Central Bell. Any relief I may have will be sought with the proper governing bodies.

If I do not receive written denial of the above within 10 days, it will be assumed that the statements are correct and the service will be installed as stated.

Yours truly,

Harkness Edwards III

HE/mh

PS Form 3800, Apr. 1976

TOTAL POSTAGE AND FEES POSTAGE	CONSULT POSTMASTER FOR FEES	POSTAGE
	OPTIONAL SERVICES	CERTIFIED MAIL
	RETURN RECEIPT SERVICE	REGISTERED MAIL
		15
		82
		45
		14

SENT TO
STREET AND NO.
PO STATE AND ZIP CODE

RECEIPT FOR CERTIFIED MAIL
NO INSURANCE COVERAGE PROVIDED
NOT FOR INTERNATIONAL MAIL
See Reverse

LANGTON, VA 22079
AUG 25 1980
NORTH ST.

*Sent registered mail
8/25/80*

EXHIBIT "D" 14



South Central Bell

August 29, 1980

Harkness Edwards
2345 Palumbo Drive
Lexington, Ky. 40503

Dear Mr. Edwards:

This letter is to confirm our conversation of August 29th. concerning construction charges for telephone service at Ford, Ky.

The preliminary charge quoted to you was \$353.33 plus monthly charge of \$5.23. These charges are in accordance with the Utility Regulatory Commission tariff #7646 effective December 4, 1979.

If there is any further questions please contact us by calling 744-9011.

Yours Very Truly

Mrs. L. Hayes

Mrs. L. Hayes
Supervisor, RSC

EXHIBIT "C"



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

FRANKFORT
40601

STEVEN L. BESHEAR
ATTORNEY GENERAL

October 16, 1980

IT IS VERY IMPORTANT TO REFER TO:

File No.: 870

Co. Name: South Central Bell

Harkness Edward III
2845 Palumbo Drive
Lexington, KY 40509

Dear Mr. Edward:

Enclosed you will find the reply we received in response to the inquiry we made on your behalf. South Central Bell has attempted to explain the situation that you encountered. This hopefully will resolve any misunderstanding.

We trust this satisfactorily concludes the matter. Please advise this office within ten (10) days if such is not the case otherwise we will close our files.

Sincerely,

STEVEN L. BESHEAR
ATTORNEY GENERAL

L. V. Turner

By: L. V. Turner
Consumer Assistant
Consumer Protection Division
209 St. Clair Street (40601)

EXHIBIT "D"

RECEIVED
OCT 1 0 1980

Division of Consumer Protection
Frankfort, Kentucky

South Central Bell

P O Box 708
Winchesler, Kentucky 40391
Phone (606) 744-9084

October 8, 1980

File No.: 870

Consumer: Harkness Edwards

Mr. L. V. Turner
Consumer Assistant
Consumer Protection Division
209 St. Clair Street
Frankfort, Kentucky 40601

Dear Mr. Turner:

We have reviewed the file on the complaint from Mr. Harkness Edwards III, of Lexington, Kentucky, concerning construction charges for installation of telephone service on the Athens-Boonesboro Road out of our Ford Exchange.

Mr. Edwards has been quoted a construction charge of \$358.88, plus monthly maintenance charge of \$5.28. These charges are in accordance with the Utility Regulatory Commission Tariff A-5, effective December 4, 1979.

Mr. Edwards has accepted these charges and we are proceeding with plans to construct the necessary facilities.

Sincerely,

B. M. Starnes
B. M. Starnes
District Manager

BMS/ld

September 29, 1980

Mrs. L. Hayes
South Central Bell
Winchester, Kentucky

Re: Construction for Telephone Service.

Dear Mrs. Hayes:

Please advise as to the construction date of the referenced service. I spoke to a gentleman by phone from your office, presumably in charge of construction. It appeared that construction was eminent.

Would you please explain why the service will be at Ford, Kentucky and not at Winchester.

Yours truly,

Harkness Edwards III

HE/mh

EXHIBIT "E"

EXHIBIT "F"

Richmond Register Thursday, August 9, 1979

Bell's rate request gets rebuff

By SY RAMSEY
Associated Press Writer

FRANKFORT, Ky. (AP) — A state commission has taken a backhand slap at South Central Bell Telephone Co., refusing to grant a raise in its basic charges and issuing an order for it to appear and explain service deficiencies.

The utility Wednesday was granted only 18 percent of a \$44.6 million rate increase request by the Utility Regulatory Commission.

None of that included basic service, so such rates by users will not be affected.

The increase applied to miscellaneous charges such as for connections, directory listings and auxiliary equipment.

The commission in another order directed the utility to appear Sept. 12 to show why some service deficiencies cannot be corrected.

It said it intends to take the

acted upon — and the "company's inability to provide the type and grade of service desired by the customer."

For example, a spokesman said, there has been lack of response to requests for one-party lines by two-party customers and to reduce the

number of party lines from eight to four homes.

"These concerns have been addressed in previous rate orders," the spokesman said. "The commission feels they have not been adequately remedied."