

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

GARIS L. PRUITT)	
)	
COMPLAINANT)	
)	
VS.)	CASE NO. 92-272
)	
KENTUCKY POWER COMPANY)	
)	
DEFENDANT)	

O R D E R

Kentucky Power Company ("Kentucky Power") is hereby notified that it has been named as defendant in a formal complaint filed on June 15, 1992, a copy of which is attached hereto as Appendix A, by Garis L. Pruitt.

In the complaint, Mr. Pruitt alleges that Kentucky Power improperly connected a transformer causing severe variations in Mr. Pruitt's electric service and, as a result, five computers at his law firm were damaged. He states his service in general has been "erratic" and "damaging." Mr. Pruitt further complains he was required to pay a \$160 deposit for service to rental property he owns even though he currently has service supplied to his office and residence. Finally, Mr. Pruitt requests that his complaint be made part of any future rate increase.

Mr. Pruitt requests as his relief that the Commission conduct a hearing on the issues found in his complaint. Mr. Pruitt asks for damages to compensate him for the repairs to his five office

computers and a waiver for the \$160 deposit required before service is supplied to his rental property.

In examining the complaint, the Commission believes that the relief sought divides it between the jurisdiction of the Commission and the court. The Commission possesses no power to adjudicate claims for damages. Carr v. Cincinnati Bell, Inc., Ky.App., 651 S.W.2d 126 (1983). The Commission does have the authority to determine the reasonableness of utility service. However, the Commission does not consider poor service as a basis for setting rates. The courts have held that to penalize a utility for poor service by lowering its rates would be an improper extension of the statutory powers granted the Commission. South Central Bell v. Utility Reg. Com'n, Ky., 637 S.W.2d 649 (1982). However, any ratepayer may intervene as a party in a rate increase case. If an application for rate increase is filed, Mr. Pruitt may make a motion for full intervention at that time.

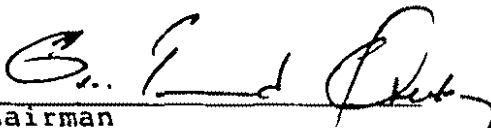
IT IS THEREFORE ORDERED that:

1. Mr. Pruitt's request for damages is dismissed for lack of jurisdiction.

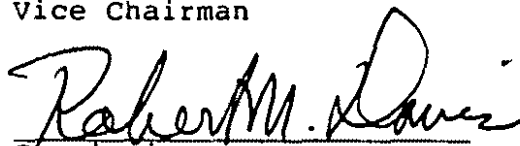
2. Kentucky Power shall file a written response to Mr. Pruitt's complaint regarding the \$160 deposit required on the rental property within 10 days from the date of this Order. In its written response, Kentucky Power shall explain the method by which deposit amounts are determined for the class of customer including Mr. Pruitt, and shall include the standard criteria for when a deposit will be required or waived.

Done at Frankfort, Kentucky, this 6th day of July, 1992.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director, Acting

LAW OFFICE OF

GARIS L. PRUITT

ATTORNEY AT LAW

P.O. BOX 352

2716 PANOLA STREET

CATLETTSBURG, KY 41129

(606) 739-8434 • FAX 739-8576

APPENDIX TO AN ORDER OF THE
KENTUCKY PUBLIC SERVICE COMMISSION
IN CASE NO. 92-272 DATED
7/6/92

GARIS L. PRUITT

JACK W. RICHENDOLLAR

June 12, 1992

Claude G. Rhorer, Jr.
Acting Executive Director
Kentucky Public Service Commission
P.O. Box 615
Frankfort, Kentucky 40602

PUBLIC SERVICE
COMMISSION

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RECEIVED

RE: Kentucky Power Company

Dear Mr. Rhorer:

This is to make a formal complaint against Kentucky Power Company on two grounds.

First, during the construction of the jail in Boyd County, Kentucky, they left me improperly connected to a transformer that was being used in the construction that caused severe variations in my electric service and although I complained continually, they refused to take any remedial action and as a result, the voltage variations were so severe that they burned out all of the sensitive cards in five computers in my office.

Although I made claim, they refused to do anything taking a litigious stance.

Further, I ask Kentucky Power Company on Friday (June 5, 1992) to restore power to my rental property on Blackburn Avenue in Ashland, Kentucky. I've had service with Kentucky Power Company at three buildings for over 15 years. They have never had an occasion that they did not collect their bill. This is true on all three sites.

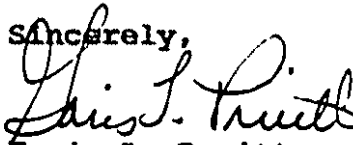
Despite the fact that I have my office and my home currently with service, they refuse to extend service to the rental property without the payment of \$160.00 deposit. I think that this is unreasonable, they have been paid regularly. They claim that in 4 months that the payment was received late in relation to when they want to be paid. However, payments are processed as the bills come in normally with the normal turn around time.

This service for Kentucky Power here has been erratic. It has

Kentucky Public Service Commission
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been damaging with an absolute and unreasonable refusal to take any remedial steps.

I request a hearing on these issues. I also request that this letter be made part of their file concerning any requested rate increases. Please find the supporting documentation as to the voltage damages and their refusals to correct those problems.

Sincerely,

Garis L. Pruitt

GLP:pk

Encl.

cc: Kentucky Power Company