

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

WILLIAM D. EPLING)
)
) COMPLAINT)
)
) v.) CASE NO. 97-087)
)
) CLARK RURAL ELECTRIC COOPERATIVE)
) CORPORATION)
)
) DEFENDANT)

ORDER TO SATISFY OR ANSWER

Clark Rural Electric Cooperative Corporation ("Clark RECC") is hereby notified that it has been named as defendant in a formal complaint filed on February 20, 1997, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, Clark RECC is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 4th day of March, 1997.

PUBLIC SERVICE COMMISSION

Linda K. Breaux
Chairman

Ellen J. (Bess)
Vice Chairman

B. J. Helton
Commissioner

ATTEST:

Don Mills
Executive Director

RECEIVED

FEB 20 1997

Before the Public Service Commission

(Insert name of complainant))
Complainant)
vs.)
(Insert name of each defendant))
Defendant)

No. 97-087 PUBLIC SERVICE COMMISSION
(To be inserted by the secretary)

COMPLAINT

The complaint of (here insert full name of each complainant) respectfully shows:

- (a) That (here state name, occupation and post office address of each complainant).
William D. Epling
- (b) That (here insert full name, occupation and post office address of each defendant).
William D. Epling - Physician - Berea, Ky. 151 LORRAINE Ct. 40403
- (c) That (here insert fully and clearly the specific act or thing complained of, such facts as are necessary to give a full understanding of the situation, and the law, order, or rule, and the section or sections thereof, of which a violation is claimed).
Clark Co Recd; PO Box 748; Winchester, Ky. 40392

Please See Attached Type Written Page #1 and 2
WHEREFORE, complainant asks (here state specifically the relief desired).

Dated at ~~Feb~~ Berea, Kentucky, this 14th day of Feb, 19 97.

William D. Epling
(Name of each complainant)

(Name and address of attorney, if any)

William

William D. Epling

Requested Redress for Complaints Listed on Page Two (Before the Public Service Commission)

1. The prompt return of entire service deposit of 150.00. My reasons fully explained in paragraphs one, two, three and four on page two.
2. The relocation, at no cost to me, of neighbors service line, from my property and the use of previously designation transmission line easement to provide this service to my neighbor. Additional explanation in paragraph 5, page two.
3. The revision of paragraph two, Rules and Regulations (#29. DEPOSITS) Some specific, written restraint needs to be placed on when and why they can designate a member to be a bad credit risk. Their current criteria are undocumented, arbitrary and unnecessarily harsh. Explained in paragraphs, one, two and three of page two.
4. The revision of paragraph four, Rules and Regulations of Clark County RECC to be, requiring them to pay late charges for failure to return a member's deposit on time. This is only fair since they charge members for being late paying an electrical bill, though I can find no authorization in Rules and Regulations allowing them to do so.
5. Add a new rule to Rules and Regulations of Clark County RECC, requiring them to use a designated property easement when it is reasonably feasible to do so.

Revisions of Rules and Regulations are provided for in (# 2. Revisions)

William D. Epling

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

Item #1

When I asked why my service deposit had not been returned after two years, I was *told* their rule for returning my deposit was, "I had to pay my bill on time for 18 consecutive months." When I protested, I was informed, "That is the way we have always done it."

It does not specifically say this in # 29 (DEPOSITS) of Rules and Regulations of Clark RECC. But paragraph two on deposits does actually permit them to designate anyone as being a bad credit risk, if they so desire, regardless of circumstances. Only, if you meet their *unknown, unwritten criteria* and / or *undocumented standard of perfection*, will your deposit be returned. I think, this is asking too much. How can I possibly adhere to the "letter" of these rules and regulations if I do not know what the letters are that spell out these rules and regulations. Presently, their written rule as regards return of a service deposit is worded, "*required deposit will be returned after 18 months if the member has established a satisfactory payment record for that period.*" This rule as written, is nebulous in the extreme, open to interpretation and unilateral in scope. How am I to know what it is they want me to do? Rules and regulations should protect both parties. As it stands now, the only thing protecting me is this appeal to the Public Service Commission

Item # 2

At the time I requested service I was told I had one of two options to satisfy before service could be supplied. I either had to supply a credit reference from my current electrical supplier or pay a 150.00 dollar deposit which would be returned in eighteen months. My electrical supplier for the past forty one years was Berea College Electrical Co. For personal reasons, having nothing to do with my payment record, I preferred not to ask Berea College, *per se*, for a favor and therefore I elected to pay the deposit, not knowing or being told one word about several other options so stated in paragraph 3, numbers 2, 3, 4, 5, 6 anyone or all of which I could have used as evidence of a credit rating of the highest order. Nor, was I informed in two subsequent phone conversations with Mr. Duval about these alternatives to "secure" payment of bills.

Item #3

I was not notified by mail, as is required of them in paragraph 4 on deposits, that I could have requested a prorated deposit return after 18 months. At this time, had I known, I would have requested the prorated deposit and this matter would have ended here. In fairness, Mr Duval did mention this in the last discussion I had with him, but then said, "But I will have to sit on it for awhile" At the time of this discussion they were already six months late in returning part of my deposit. This seems highly inconsistent. They demand promptness and perfection from me but drag their feet when it comes to fulfilling their own "money owed" obligations. When I heard nothing after a week, I called Kentucky Public Service Commission to file my complaint.

Item # 4

I recognize their needs for access and easement rights but there is abuse potential here, too. Is there no limit to the number of electrical lines they can stretch over or under my property? They have an easement for my service line and an easement along the road front of my property for distribution extension. Two months after my service was installed, a service was requested by a new neighbor next door. Instead of extending the transmission line by setting one more pole, using a designated easement along the road in front of my property to next door neighbor's lot front, they ran a service line diagonally across the entire length of my lot, in front of my trailer, across my driveway to reach neighbor's service pole. Sooner than later, they will have to extend this distribution line on down the road, so I fail to see the necessity or wisdom in requiring additional easement across my property for this new line which could conceivably be an obstruction to future construction and it certainly does not look good.

I worked for an electrical company for six years during the summer in their "bull gang crew" Without this work I could have not made it through eight years of college and medical school. I have reason to be kindly disposed toward electrical utilities, but I know first hand that they make mistakes and can not be perfect, just as I can not be perfect. I try to pay all my bills on time but non-financial circumstances occasionally prevent me from doing so. Not being flawless themselves, they should exert more restraint toward their own members. I think their actions and demands have been unfair and unreasonable. I respectfully request of you redress for my complaints if you find them valid and properly presented. I am open to honorable and just compromise.

William D. Ebling

William D. Epling

Requested Redress for Complaints Listed on Page Two (Before the Public service Commission)

1. The prompt return of entire service deposit of 150.00. My reasons fully explained in paragraphs one, two, three and four on page two.
2. The relocation, at no cost to me, of neighbors service line, from my property and the use of previously designation transmission line easement to provide this service to my neighbor. Additional explanation in paragraph 5, page two.
3. The revision of paragraph two, Rules and Regulations (#29. DEPOSITS) Some specific, written restraint needs to be placed on when and why they can designate a member to be a bad credit risk. Their current criteria are undocumented, arbitrary and unnecessarily harsh. Explained in paragraphs, one, two and three of page two.
4. The revision of paragraph four, Rules and Regulations of Clark County RECC to be, requiring them to pay pay late charges for failure to return a member's deposit on time. This is only fair since they charge members for being late paying an electrical bill, though I can find no authorization in Rules and Regulations allowing them to do so.
5. Add a new rule to Rules and Regulations of Clark County ECC, requiring them to use a designated property easement when it is reasonably feasible to do so.

Revisions of Rules and Regulations are provided for in (# 2. Revisions)

William D. Epling

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

Item #1

When I asked why my service deposit had not been returned after two years, I was *told* their rule for returning my deposit was, "I had to pay my bill on time for 18 consecutive months." When I protested, I was informed, "That is the way we have always done it."

It does not specifically say this in # 29 (DEPOSITS) of Rules and Regulations of Clark RECC. But paragraph two on deposits does actually permit them to designate anyone as being a bad credit risk, if they so desire, regardless of circumstances. Only, if you meet their *unknown, unwritten criteria* and / or *undocumented standard of perfection*, will your deposit be returned. I think, this is asking too much. How can I possibly adhere to the "letter" of these rules and regulations if I do not know what the letters are that spell out these rules and regulations. Presently, their written rule as regards return of a service deposit is worded, "*required deposit will be returned after 18 months if the member has established a satisfactory payment record for that period.*" This rule as written, is nebulous in the extreme, open to interpretation and unilateral in scope. How am I to know what it is they want me to do? Rules and regulations should protect both parties. As it stands now, the only thing protecting me is this appeal to the Public Service Commission

Item # 2

At the time I requested service I was told I had one of two options to satisfy before service could be supplied. I either had to supply a credit reference from my current electrical supplier or pay a 150.00 dollar deposit which would be returned in eighteen months. My electrical supplier for the past forty one years was Berea College Electrical Co. For personal reasons, having nothing to do with my payment record, I preferred not to ask Berea College, *per se*, for a favor and therefore I elected to pay the deposit, not knowing or being told one word about several other options so stated in paragraph 3, numbers 2, 3, 4, 5, 6 anyone or all of which I could have used as evidence of a credit rating of the highest order. Nor, was I informed in two subsequent phone conversations with Mr. Duval about these alternatives to "secure" payment of bills.

Item #3

I was not notified by mail, as is required of them in paragraph 4 on deposits, that I could have requested a *prorated deposit return after 18 months*. At this time, had I known, I would have requested the prorated deposit and this matter would have ended here. In fairness, Mr Duval did mention this in the last discussion I had with him, but then said, "But I will have to sit on it for awhile" At the time of this discussion they were already six months late in returning part of my deposit. This seems highly inconsistent. They demand promptness and perfection from me but drag their feet when it comes to fulfilling their own "money owed" obligations. When I heard nothing after a week, I called Kentucky Public Service Commission to file my complaint.

Item # 4

I recognize their needs for access and easement rights but there is abuse potential here, too. Is there no limit to the number of electrical lines they can stretch over or under my property? They have an easement for my service line and an easement along the road front of my property for distribution extension. Two months after my service was installed, a service was requested by a new neighbor next door. Instead of extending the transmission line by setting one more pole, using a designated easement along the road in front of my property to next door neighbor's lot front, they ran a service line diagonally across the entire length of my lot, in front of my trailer, across my driveway to reach neighbor's service pole. Sooner than later, they will have to extend this distribution line on down the road, so I fail to see the necessity or wisdom in requiring additional easement across my property for this new line which could conceivably be an obstruction to future construction and it certainly does not look good.

I worked for an electrical company for six years during the summer in their "bull gang crew" Without this work I could have not made it through eight years of college and medical school. I have reason to be kindly disposed toward electrical utilities, but I know first hand that they make mistakes and can not be perfect, just as I can not be perfect. I try to pay all my bills on time but non-financial circumstances occasionally prevent me from doing so. Not being flawless themselves, they should exert more restraint toward their own members. I think their actions and demands have been unfair and unreasonable. I respectfully request of you redress for my complaints if you find them valid and properly presented. I am open to honorable and just compromise.

William D. Epling

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

William D. Epling
(Your Full Name))
COMPLAINANT)

VS.)

Clark Co. RECC
(Name of Utility))
DEFENDANT)

RECEIVED

FEB 20 1997

PUBLIC SERVICE
COMMISSION

COMPLAINT

The complaint of William D. Epling respectfully shows:
(Your Full Name)

(a) William D. Epling
(Your Full Name)

151 Lorraine Court, Berea, Ky; 40403
(Your Address)

(b) Clark Co. RECC
(Name of Utility)

PO Box 748 Winchester, Ky;
(Address of Utility)

(c) That: See Attached Type written pages 1+2
(Describe here, attaching additional sheets if

necessary, the specific act, fully and clearly, or facts

that are the reason and basis for the complaint.)

Continued on Next Page

Formal Complaint

William D. Epling vs Clark Co. RECC
(Your Name) (Utility Name)

Page 2

Please See Attached Type Written Pages 1+2

Wherefore, complainant asks Please See
(Specifically state the

Type Written Page #1
(relief desired.)

Dated at Berea, Kentucky, this 14th day
(Your City)

of Feb, 1997.
(Month)

William D. Epling
(Your Signature)

(Name and address of attorney, if any)