

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MARGARET BEAUMONT-CARVER)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2018-00172
)	
LOUISVILLE GAS AND ELECTRIC COMPANY)	
)	
DEFENDANT)	

ORDER

The matter is before the Commission upon a complaint filed by Margaret Beaumont-Carver. Ms. Beaumont-Carver alleges that her service was changed from her name to that of her business in May 2016. Ms. Beaumont-Carver also alleges that the service was unlawfully interrupted for charges to her old account, which was current at the time. Ms. Beaumont-Carver further alleges that her service was disconnected without warning, that the termination notice was sent after service had been terminated, and that she was charged an additional deposit. Lastly, Ms. Beaumont-Carver alleges that Louisville Gas and Electric Company (LG&E) unreasonably charged her a total of \$1,578.16 for past due funds from June 2015 through May 2016, but that she only owed \$716.04 on May 20, 2015. Thus, Ms. Beaumont-Carver claims that she should have had a credit balance of \$862.12.¹ Also, Ms. Beaumont-Carver requests a refund of the

¹ The complaint asserts a credit of balance of \$762.12. However, based upon the allegation of Ms. Beaumont-Carver paying \$1,578.16 in allegedly unreasonable past-due funds when she only owed \$716.04 on May 20, 2015, the difference between the two figures is \$862.12, which figure was referenced in the complaint at un-numbered page 10.

\$250.00 additional deposit that she was required to make. Ms. Beaumont-Carver also claims that LG&E failed to account for two payments: a payment of \$167.00 on May 17, 2016, and a payment of \$928.00 on May 25, 2016. In total, Ms. Beaumont-Carver contends that she is owed a refund of \$2,207.89.²

A procedural schedule was established by Order dated May 10, 2019. The procedural schedule provided for two rounds of discovery. By Order dated June 27, 2019, an informal conference was scheduled for July 17, 2019, at the request of LG&E. The purpose of the informal conference was to discuss the case in person, which would assist in further understanding the issues or lead to the potential resolution of some or all of the issues in this case. The informal conference was held on July 17, 2019, with representatives from LG&E and Commission Staff in attendance, but Ms. Beaumont-Carver failed to attend the informal conference despite having received notice of the informal conference.³

The Commission finds that the evidentiary record is sufficiently established for us to make a decision on the existing record. The Commission further finds that, in light of the well-established record and pursuant to KRS 278.260(2), a hearing is not necessary in the public interest or for the protection of substantial rights.⁴

Having reviewed the record and being otherwise sufficiently advised, the Commission finds that Ms. Beaumont-Carver has failed to carry her burden of proof

² \$862.12+167.00+928.77+250.00 = \$2,207.89.

³ Informal Conference Memorandum dated July 26, 2019.

⁴ See also *Kentucky Public Service Comm'n v. Com. ex. Rel. Conway*, 324 S.W.3d 373, 378 (Ky. 2010) (KRS 278.260 authorizes the Commission to conduct investigations and enter appropriate orders concerning rates or services; however, hearings are not necessarily required to resolve a complaint).

regarding her various claims against LG&E.⁵ With respect to Ms. Beaumont-Carver's claim that she was overcharged for past-due funds from June 2015 through May 2016, for which she claims a credit of \$862.12, a review of the detailed billing record of Ms. Beaumont-Carver's account with LG&E⁶ reveals that on May 20, 2015, LG&E established a new account, which combined Ms. Beaumont-Carver's business account and her personal account.⁷ This new account was established under Ms. Beaumont-Carver's name, with an initial balance of \$1,018.83.⁸

As part of the establishment of the new account, Ms. Beaumont-Carver signed a payment plan to pay \$131.62 on May 29, 2015, and further agreed pay \$100.00 of the old balance of \$716.83, along with her regular bills on the due date of those bills each month, until the old balance was paid.⁹ Ms. Beaumont-Carver also paid a deposit of \$230.00, in installments of \$57.50 over four months, to establish the new account. Taking into account a \$132 payment made by Ms. Beaumont-Carver, a \$400 assistance payment and current charges of \$178.15,¹⁰ Mrs. Beaumont-Carver's account had a balance of

⁵ See Case No. 2010-00070, *Kimberly Nicole Meyer v. Louisville Gas and Electric Company* (Ky. PSC July 13, 2010) (Finding that the burden of proof to go forward with a formal complaint lies with the Complainant).

⁶ See LG&E's response to the Commission Staff's First Request for Information (Staff's First Request), Item 1.

⁷ See LG&E's response to Staff's First Request, Item 2, Attachment, page 6 of 58. Based on the evidentiary record, Ms. Beaumont-Carver operated her business, Studio 550 LLC, from her residential address at 3906 Vermont Avenue, Louisville, Kentucky, and that at all relevant time Ms. Beaumont-Carver's residential address remains unchanged.

⁸ The total outstanding balance reflects the application of a \$230.00 security deposit. See LG&E's response to Staff's First Request, Item 2, Attachment, pages 32–33 of 58.

⁹ See LG&E's response to Staff's First Request, Item 2, Attachment, page 6 of 58.

¹⁰ It appears that the current charges of \$178.15 were for the period May 7, 2015, through June 3, 2015, and that the current charges were not known when Ms. Beaumont-Carver's accounts were merged into one under her own name on May 20, 2015.

\$335.65 prior to the next billing cycle, which would be from June 4, 2015, through July 2, 2015.

The underlying basis for Ms. Beaumont-Carver's claim for a refund is that, for the period from June 2015 through May 2016, she was overcharged by \$1,578.16. The Commission, however, finds that Ms. Beaumont-Carver has failed to provide any evidence supporting her claim of being overcharged. A review of the complaint shows that Ms. Beaumont-Carver provided snippets of her monthly bills from June 2015 through April 2016, with a notation prior to each bill indicating the amount that she claims to have been overcharged for that month. Those monthly overcharges, as identified in the complaint, are as follows.

Month/Year	Amount
June 2015	(\$329.33) ¹¹
July 2015	\$157.50
August 2015	\$157.50
September 2015	\$157.50
October 2015	\$100.00
November 2015	\$118.83
December 2015	(\$129.48) ¹²
January 2016	\$100.00
February 2016	\$100.00
March 2016	\$100.00
April 2016	<u>\$229.48</u>
TOTAL	\$1,091.33

A review of the monthly bills for the relevant time shows that the amounts listed above were not overcharges, as claimed by Ms. Beaumont-Carver. Rather these charges (or credits) accurately reflect the amount owed or the amount to be credited. For example,

¹¹ The complaint erroneously characterizes this June 2015 amount as an overcharge. This amount was actually a credit to Ms. Beaumont-Carver's account, which reflected, among other things, the \$716.83 outstanding balance that was to be included in an installment plan.

¹² This credit amount reflects an outstanding amount of \$229.48 being credited towards the beginning of an installment plan and a charge of \$100.00 for the monthly payment towards the \$716.83 outstanding balance.

the three \$157.00 charges in July 2015, August 2015, and September 2015 are charges related to the \$57.50 monthly install payments for the deposit and the \$100.00 monthly installment payments for the \$716.83 outstanding balance. Similarly, the \$100.00 charges in October 2015 and January 2016 through March 2016 are related to the \$100.00 monthly installment payments for the \$716.83 outstanding balance.

Although she made full payment of the \$335.65 balance when the new account was created, Ms. Beaumont-Carver's billing history shows that she was unable to make full payment towards any of her LG&E bills from July 2015 through June 2016, leaving with Ms. Beaumont-Carver with an outstanding balance of \$985.45 on June 7, 2016.

With respect to Ms. Beaumont-Carver's claim that she should be entitled to a refund of a \$250.00 deposit¹³ because the deposit was required to re-connect her service even though Ms. Beaumont-Carver maintains that she had a credit balance at the time, the Commission finds that Ms. Beaumont-Carver has failed to establish that she is entitled to this refund. We note that the deposits during the relevant time were required in connection Ms. Beaumont-Carver being placed on installment payment plans to pay for her arrearages that had accumulated over that 12-month period.

With respect to Ms. Beaumont-Carver's claim that she should be entitled to refunds for \$167.00 and \$928.77 payments made on May 17, 2016, and May 25, 2016, respectively, the Commission finds that Ms. Beaumont-Carver has failed to establish that she is entitled to such refunds. We note that at the time the payments were made, Ms. Beaumont-Carver's account showed a balance of \$1,313.34. Contrary to Ms. Beaumont-

¹³ The record does not establish that Ms. Beaumont-Carver was required to pay a \$250.00 deposit. The record does establish that Ms. Beaumont-Carver was required to pay a \$230.00 deposit in May 2015 and another \$230.00 deposit in June 2016. The deposits in both instances were connected with the initiation of an installment plan.

Carver's claim, her account balance did not show a credit, and the two payments did not fully offset the outstanding balance of \$1,313.34.

Having fully reviewed Ms. Beaumont-Carver's billing records for the relevant time, the Commission finds that Ms. Beaumont-Carver has failed to establish that she is entitled to a credit as claimed in the complaint or that her service was prematurely disconnected prior to receiving the requisite notice.

IT IS THEREFORE ORDERED that:

1. Ms. Beaumont-Carver's complaint is dismissed.
2. The matter is closed and removed from the Commission's docket.

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By the Commission



ATTEST:


Executive Director

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