

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MICHAEL BISHOP)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2021-00254
)	
CLARK ENERGY COOPERATIVE, INC.)	
)	
DEFENDANT)	

ORDER

This matter arises upon Clark Energy Cooperative, Inc.'s (Clark Energy) motion to dismiss Michael Bishop's formal complaint that made multiple allegations against the utility. In the initial complaint, Mr. Bishop made three allegations: (1) Clark Energy was improperly billing for outdoor lighting after Mr. Bishop requested that it be terminated; (2) Clark Energy would not accept his offer for repayment and services were improperly terminated; and (3) a demand for reimbursement for a generator he purchased after service was terminated.

Having reviewed the evidence of record, the Commission finds Mr. Bishop did not meet his burden of proof regarding the streetlight as required by 807 KAR 5:006, Section 13(1)(c). Clark Energy was not required to accept the repayment schedule proposed by Mr. Bishop because it was not reasonable pursuant to 807 KAR 5:006, Section 14(2), but his service has been restored so the complaint has been satisfied. The

Commission further finds that Mr. Bishop's request for reimbursement is outside the scope of the Commission's statutory authority and should be dismissed.

BACKGROUND

Mr. Bishop resides at 128 Spring Meadows Drive, Jeffersonville, Kentucky 40337. Mr. Bishop alleges that in 2016, he called Clark Energy and requested that a streetlight be disconnected at the end of his street. He never reviewed his bills after that date because it was set up on auto pay¹. On April 6, 2021, Mr. Bishop's services were disconnected for nonpayment. During the conversation about restoration of service, Mr. Bishop was informed that the streetlight had never been disconnected and he had been charged since 2016. Mr. Bishop attempted to negotiate a payment schedule for the past due amount of \$481.89. Both parties agree that Mr. Bishop paid \$200.00 on April 6, 2021, to have his service restored. Clark Energy proposed that Mr. Bishop pay \$120.00 per month for four months plus the current month's bill as a repayment schedule.² Mr. Bishop indicated that he could not afford this repayment schedule. Mr. Bishop proposed to pay \$5.00 per month towards the repayment.³ Clark Energy staff indicated this was not a reasonable repayment schedule.

According to the complaint, Mr. Bishop's service was again terminated without notice on May 19, 2021. When he inquired as to the reason, Mr. Bishop was told it was because he failed to abide by the repayment schedule.⁴ Mr. Bishop contends there was

¹ Complaint at unnumbered page 3.

² Answer at 3.

³ Answer at 3.

⁴ Complaint at unnumbered page 4.

no repayment schedule because he never consented to the proposed schedule, and Clark Energy did not consent to his offer of repayment. At that time, Clark Energy also provided Mr. Bishop information about LIHEAP. Clark Energy states that a disconnect notice was sent to Mr. Bishop at his address on April 19, 2021. The notice indicated that his service would be terminated on May 19, 2021, if he did not pay his current bill plus the additional repayment.⁵

On July 15, 2021, Clark Energy filed a motion to supplement its answer. Clark Energy indicated that Mr. Bishop received assistance from LIHEAP, his bill was current, and his service was restored on July 12, 2021.⁶ On August 2, 2021, the Commission ordered Mr. Bishop to confirm his services had been restored. The Commission further ordered Mr. Bishop to provide any documentation or other information he had about the terminated service to the streetlight. Mr. Bishop never provided any requested information, and Clark Energy made a motion to dismiss the complaint on September 2, 2021.

DISCUSSION

Mr. Bishop alleged that his service was terminated without the proper notice after the repayment agreement was made with Clark Energy and requested that his service be reconnected. Commission regulation 807 KAR 5.006, Section 14(2), requires a utility to negotiate reasonable partial payments plans from customers that have received termination for past due bills. This payment plan must be mutually agreed upon. Mr. Bishop made the request to pay \$5.00 per month on a \$481.89 past due bill. This is not

⁵ Answer at 3.

⁶ Clark Energy's Motion to Supplement Answer at 1.

a reasonable repayment plan that Clark Energy was required to accept. When he left Clark Energy's office on April 6, 2021, Mr. Bishop knew Clark Energy had not accepted that his repayment plan as reasonable. However, since LIHEAP paid all the past due balance on Mr. Bishop's account, his service was restored and his claim was satisfied. Based on the restoration of service, this portion of Mr. Bishop's complaint should be dismissed.

Mr. Bishop also contends that he called Clark Energy in 2016 and requested service to a streetlight to be disconnected. Commission regulation 807 KAR 5:006, Section 13 (1)(c), states that if the customer requests termination of service over the telephone, the burden is on the customer to prove the request was made. Mr. Bishop has made no showing that he requested the streetlight be disconnected other than the claim of a phone call. Clark Energy answered that there had been no orders for service at any time from Mr. Bishop other than when he first established service to the residence. If a Clark Energy service person had made a trip to the residence, a service order would have been created noting what had been done at the residence.⁷ Additionally, Mr. Bishop had been billed for the streetlight since 2016. Under Commission precedent, a utility customer has the obligation to review their monthly bill and question charges that are unclear or unusual.⁸ This means that Mr. Bishop had the obligation to understand the charges on his bill and question why the streetlight had not been terminated. Mr. Bishop did not do this for five years. Since Mr. Bishop has not provided any proof that he

⁷ Clark Energy's Answer at 3.

⁸ See Case No. 2009-00346, *Mike Williams v. Kentucky Utilities Company* (Ky. PSC Feb. 5, 2010).

requested the streetlight service to be disconnected, this portion of the complaint should be dismissed.

Finally, Mr. Bishop requested damages for a generator he bought after his service was terminated by Clark Energy. Commission regulation 807 KAR 5:001, Section 20, requires that a complainant state a claim for which relief can be granted by the Commission. The Commission does not have the statutory authority to award consequential damages, including consequential damages related to utility disconnection.⁹ This portion of the complaint should be dismissed.

For the reasons stated above, the Commission finds Mr. Bishop's complaint regarding the reinstatement of his services should be dismissed because Clark Energy has provided the relief requested. The Commission finds Mr. Bishop's claim that he was improperly billed for outdoor lighting should be dismissed because he failed to meet the burden of proof in 807 KAR 5:006, Section 13(1)(c). The claim for damages that occurred after the termination of services should be dismissed for failing to state a claim for which relief can be granted.

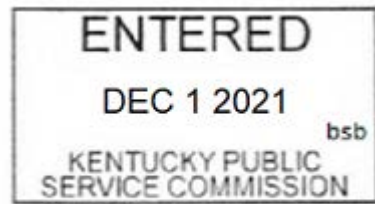
For all these reasons, the Commission finds that the Mr. Bishop is not entitled to relief and his complaint should be dismissed.

IT IS THEREFORE ORDERED that:

1. Mr. Bishop's formal complaint against Clark Energy is dismissed.
2. This case is closed and removed from the Commission's docket.

⁹ Boone City Sand & Gravel v. Rural Elec., 779 S.W.2d 224 (Ky. App. 1989)

By the Commission



ATTEST:


Executive Director

Case No. 2021-00254

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