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PUBLIC SERVICE
COMMISSION

October 3, 2007

VIA U.S. MAIL

Hon. Beth A. O'Donnell
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

*Re: In the Matter of: Thomas Dean Stauffer v. Brandenburg Telephone Company,
before the Public Service Commission of the Commonwealth of Kentucky,
Case No. 2007-00399*

Dear Ms. O'Donnell:

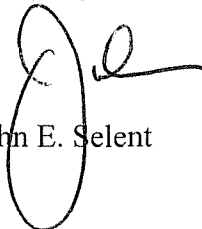
I have enclosed for filing in the above-styled case the original and eleven (11) copies of Brandenburg Telephone Company's motion to require complainant to pay outstanding undisputed charges and keep customer account current.

Please file-stamp one copy and return it to us in the enclosed self-addressed, stamped envelope.

Thank you, and if you have any questions, please call me.

Very truly yours,

DINSMORE & SHOHL LLP



John E. Selent

Enclosures

cc: All parties of record

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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In the Matter of:

THOMAS DEAN STAUFFER)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2007-00399
)	
BRANDENBURG TELEPHONE COMPANY)	
)	
DEFENDANT)	

**BRANDENBURG TELEPHONE COMPANY'S MOTION
TO REQUIRE COMPLAINANT TO PAY OUTSTANDING UNDISPUTED
CHARGES AND KEEP CUSTOMER ACCOUNT CURRENT**

Brandenburg Telephone Company ("Brandenburg"), by counsel, hereby files this motion to require Thomas Dean Stauffer ("Complainant") to pay his outstanding undisputed charges and keep his customer account with Brandenburg current. In support of its motion, Brandenburg states as follows.

Complainant filed this action against Brandenburg on September 11, 2007, alleging that Brandenburg incorrectly applied another customer's balance to his customer account. The amount that Complainant disputes is \$228.37, and that amount relates to an account (270-496-4992; the "Disputed Account") for which Complainant is a responsible party. Separate and apart from this Disputed Account, Complainant has another account (270-496-4836; the "Undisputed Account") for which he is also a responsible party. Complainant paid the undisputed charges on his bills for the Undisputed Account in June and July of 2007 but, on September 5, 2007, he stopped payment on a check for the undisputed charges (\$30.87) included on his August bill for the Undisputed Account. *See*

Complaint ¶ 6. Though Complainant has since made payment for undisputed charges in his September bill, he has not yet paid the outstanding undisputed charges from his August bill.¹ As a result, Complainant still owes Brandenburg undisputed charges and Brandenburg believes that Complainant may—during the pendency of this complaint regarding the Disputed Account—disregard future undisputed charges that he will incur on the Undisputed Account.

Pursuant to 807 KAR 5:006, Section 11, "customer accounts shall be considered to be current while [a] dispute is pending as long as [the] customer continues to make undisputed payments and stays current on subsequent bills." Accordingly, if a customer fails to make undisputed payments by the due date, that customer's account will be delinquent, and a utility may terminate service to that customer. See 807 KAR 5:006, Section 14(f) ("A utility may terminate service at a point of delivery for nonpayment of charges incurred for utility service at that point of delivery.").

Furthermore, if Brandenburg were to maintain service to Complainant's Undisputed Account in spite of Complainant's failure to pay undisputed charges by their due date, it would be in violation of Kentucky law. "No utility shall, as to rates or service, give any unreasonable preference or advantage to any person[.]" KRS 278.170(1). Therefore, in the event Complainant does not pay his outstanding undisputed charges or fails to pay future undisputed charges by their due date, Brandenburg has both the right and, more importantly, the obligation to terminate Complainant's service, in accordance with 807 KAR 5:006, Section 14(f).

For the foregoing reasons, Brandenburg asks that Commission the issue an order:
(i) recognizing Brandenburg's right to terminate service to Complainant if Complainant

¹ It should be noted that Brandenburg bills in arrears.

fails to keep his Undisputed Account current; (ii) requiring Complainant to pay his currently outstanding undisputed charges of \$30.87 within ten (10) days and all future undisputed charges as they become due; and (iii) authorizing Brandenburg to terminate service to Complainant in the event Complainant does not keep his Undisputed Account current and/or pay all undisputed charges from this date forward.

Respectfully submitted,



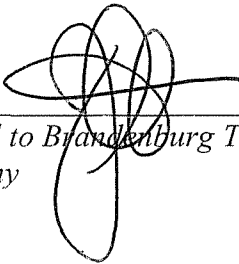
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*Counsel to Brandenburg Telephone
Company*

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been filed and served via first class United States mail, sufficient postage paid on this 4~~4~~ day of October upon the following:

Thomas Dean Stauffer
420 Blevins Road
Payneville, KY 40157



*Counsel to Brandenburg Telephone
Company*