

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

RONALD ROWE)	
)	
COMPLAINANT)	
)	
v.)	CASE NO. 2008-00500
)	
BIG SANDY RURAL ELECTRIC COOPERATIVE)	
CORPORATION)	
)	
DEFENDANT)	

ORDER

Ronald Douglas Rowe has brought a formal complaint against Big Sandy Rural Electric Cooperative Corporation ("Big Sandy RECC") in which he alleges that the electric cooperative unlawfully refuses to provide electric service. Finding that the Complaint fails to state a *prima facie* case, the Commission, on its own motion, dismisses the complaint.

Administrative Regulation 807 KAR 5:001, Section 12(4), requires the Commission to review each formal complaint upon its filing to determine whether the complaint establishes a *prima facie* case. A complaint establishes a *prima facie* case when, on its face, it states sufficient allegations that, if uncontradicted by other evidence, would entitle the complainant to the requested relief. If a complaint fails to establish a *prima facie* case, it may be dismissed.

In his complaint, Mr. Rowe alleges that he has applied to Big Sandy RECC for electric service to his property, but that the electric cooperative refuses to provide such

service unless he executes a right-of-way easement agreement. Mr. Rowe states that he will agree to "let [Big Sandy] maintain their power line and cut trees and trim trees and shrubbery away from the line" but will not "give Big Sandy RECC [his] property." He requests that Big Sandy be compelled to provide electric service without his execution of a right-of-way agreement.

Mr. Rowe's allegations fail to establish a *prima facie* case. KRS 278.030(2) states:

Every utility shall furnish adequate, efficient and reasonable service, and may establish reasonable rules governing the conduct of its business and **the conditions under which it shall be required to render service** [emphasis added].

Pursuant to this statute, Big Sandy RECC has adopted Rule 16 that requires prospective customers to execute necessary easements or right-of-way permits as a condition of service.¹ This Commission has previously held that such conditions are reasonable and permissible.²

Accordingly, the Commission HEREBY ORDERS that Mr. Rowe's complaint is dismissed without prejudice.

¹ Each prospective consumer desiring electric service will be required to sign the Cooperative's "Application for Membership and for Electric Service", and sign a contract when necessary, before service is supplied by the Cooperative and provide the Cooperative with necessary easements or right(s)-of-way permits.

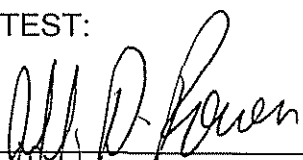
Big Sandy RECC Tariff, Revised Sheet No. 8 (effective May 1, 1996).

² Case No. 1990-00088, Art C. Newman, Jr. and Carol A. Newman v. Salt River Rural Electric Cooperative Corporation (Ky. PSC Aug. 2, 1990) at 6 (an electric utility may "require as a condition for receiving service, that applicants for service furnish at no cost to the utility such easements across their property as the utility deems necessary for the construction and maintenance of equipment and facilities installed to provide service to the applicant.").

Done at Frankfort, Kentucky, this 8th day of January, 2009.

By the Commission

ATTEST:



Executive Director

Case No. 2008-00500

Ronald Rowe
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