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James W. Gardner
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Vice Chairman

November 19, 2015

PARTIES OF RECORD

Re: Case No. 2015-00136
Douglas and Sylvia Morrison vs. Kentucky Power Company

The attached memorandum has been filed in the record of the above-referenced case. Any comments regarding the content should be submitted to the Commission within five days of receipt of this letter. Any questions regarding the correspondence should be directed to Nancy Vinsel, Staff Attorney, at (502) 782-2582.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff Derouen", with a long, sweeping horizontal line extending to the right.

Jeff Derouen
Executive Director

NJV/ph

Attachment

INTRA-AGENCY MEMORANDUM
KENTUCKY PUBLIC SERVICE COMMISSION

TO: Case File No. 2015-00136

FROM: Nancy J. Vinsel, Staff Attorney

DATE: November 19, 2015

RE: Informal Conference of November 18, 2015

Pursuant to an Order issued on October 30, 2015, an informal conference ("IC") was conducted at the Commission's offices in Frankfort, Kentucky on November 18, 2015. In attendance were members of the Commission Staff ("Staff") and representatives of Kentucky Power Company ("Kentucky Power"). Participating by telephone were the Complainants and additional representatives of Kentucky Power. Attached is a copy of the attendance roster.

The purpose of the IC was to clarify issues and discuss the next steps. Staff provided an overview of procedures, explaining that, in a formal complaint matter, the Commission acts as an impartial trier of fact and decision maker, and that the party filing the complaint has the burden of proof to provide conclusive evidence to support the party's claim. Staff further explained the statutory and case laws that the Commission must apply in its decision. Pursuant to the filed rate doctrine, which is set forth in KRS 278.160(2) and 278.170(1), a utility must adhere to its tariff, which contains the utility's rates, and the terms and conditions of service. A utility cannot charge greater or less compensation for service than its filed tariff, nor can it give unreasonable preference to any customer. A utility cannot provide a service that is not provided for in its tariff. Pursuant to Commission regulations, set forth in 807 KAR 5:006, Section 13(c), the customer bears the burden of proof to prove that service termination was requested if a dispute arises after a customer requests service termination by telephone. Pursuant to Commission precedent, a utility customer has the obligation to review her or his monthly bill and has the obligation to clarify any questions or concerns.¹

Staff asked Mr. and Mrs. Morrison to clarify statements made in the Complaint and subsequent filings regarding their knowledge about which outdoor light was included in their monthly bill. In the Complaint, Mrs. Morrison stated that they paid the additional costs on their monthly bills for outdoor lighting because "I was led to believe

¹ Case No. 2009-00346, *Mike Williams vs Kentucky Utilities Company* (Ky. PSC Feb. 5, 2010).

by AEP that the light over my shed” was Kentucky Power’s light and thus was the light for which the Morrisons were billed.² However, in the response to Kentucky Power’s amended answer, Mrs. Morrison stated that Kentucky Power “never made us aware of what light we were being billed for.”³

Mrs. Morrison explained that she was told that the property had both metered and unmetered electric service. Mrs. Morrison stated that her mother, who was the previous owner of the property, agreed to purchase the home only if Kentucky Power would install a light over a shed on the property. Mrs. Morrison further stated that, when she and her husband took ownership of the home from her mother, Kentucky Power never told the Morrisons that they were being billed for a streetlight.

Mark Overstreet, counsel for Kentucky Power, was given the opportunity to respond. Mr. Overstreet stated that, as set forth in Kentucky Power’s Answer and responses to data requests, prior to the time that service was established for Leodia Easterling, Mrs. Morrison’s mother, a dusk-to-dawn lamp was installed on Pole # 2184 for the then-resident of the property. Mr. Overstreet further stated that, pursuant to Kentucky Power’s process and procedures, Mrs. Easterling, and subsequently the Morrisons, were informed, as are all customers who establish service at a site with existing outdoor lighting, of the outdoor lighting provided under Tariff OL, and were given the opportunity to discontinue the outdoor lighting service. Mr. Overstreet also noted that, pursuant to the terms of Tariff OL, Company owned light fixtures never run through the customer’s meter and are only installed on company owned poles.

Mrs. Morrison asked for the opportunity to reply to Mr. Overstreet’s response. Mrs. Morrison expressed frustration that Kentucky Power referred to the outdoor lighting as dusk-to-dawn lighting, explaining that the shed light is on 24/7. Additionally, the shed light runs through the Morrisons’ residential meter, and thus is not unmetered. Staff explained that, in Kentucky Power’s tariffs, outdoor lighting in Tariff OL is termed “dusk-to-dawn lighting” and that the hours of lighting are specified in the Tariff. Staff asked whether the streetlight on Pole #2184, which Mrs. Morrison confirmed has been removed, was on 24/7. Mr. Morrison confirmed that the streetlight on Pole #2184 was a dusk-to-dawn light and was not on 24/7.

Mrs. Morrison also asserted that a streetlight had been located on a pole diagonally across from her residence (“Pole #2182”), and was moved to Pole #2184 after Kentucky Power encountered problems with vegetation growing on Pole #2182.

Staff next asked Mr. and Mrs. Morrison to clarify whether Kentucky Power employees had informed Mrs. Morrison that Kentucky Power had installed the shed light. In the Complaint, Mrs. Morrison stated that a Kentucky Power employee informed Mrs. Morrison that, after checking their records, Kentucky Power “discovered the light

² Complaint at 7.

³ Response of Complainants to Amended Answer, Item 21.a. (filed Sept. 8, 2015).

was installed over the shed in 1992.”⁴ In its Answer and Amended Answer, Kentucky Power denied that the employee said that Kentucky Power had installed the lamp on the Morrisons’ shed.⁵ In responses to the Answer and Amended Answer, Mrs. Morrison denied stating that Kentucky Power said they installed the light on the Morrisons’ shed.⁶

Mrs. Morrison stated that she was never told by Kentucky Power that it had installed the light on the shed on the Morrisons’ property. Mrs. Morrison said that she first heard that the light was installed in 1992 in documents filed by Kentucky Power in this case. Staff clarified with Mrs. Morrison that she was referring to Kentucky Power’s responses to data requests. Staff also clarified that Mrs. Morrison was speaking about the shed light and not the dusk-to-dawn street light being installed in 1992 by Kentucky Power.

Mr. Overstreet was given the opportunity to respond, but indicated that no response was needed.

Staff discussed the next procedural steps. Staff explained that the Morrisons had a right to a public hearing or the case could be submitted for a decision based upon the written record. Mr. and Mrs. Morrison agreed to have the case decided based upon the written record. Kentucky Power agreed to have the case decided on the written record, but asked for leave to file the Tariff OL sheets that were in effect at key dates in this matter, with copies provided to all parties. The parties agreed that Kentucky Power could file the tariff sheets, and then the matter would be submitted for a decision based upon the written record.

Mrs. Morrison asked for Kentucky Power to provide proof regarding the date Kentucky Power states the outdoor light was installed. Staff explained that the burden of proof was on the Complainants, and directed Mrs. Morrison to review the various documents filed by Kentucky Power that documented when the dusk-to-dawn streetlight was installed on Pole #2184 in 1992 and that the different owners of the Morrisons’ property were all billed for outdoor lighting on Pole #2184.

There being no further discussion, the IC was then adjourned.

Attachment

⁴ Complaint at 8.

⁵ Answer at Paragraph 24.a. (filed May 15, 2015); Amended Answer at Paragraph 24.a. (filed Aug. 28, 2015).

⁶ Response of Complainants to Answer, Item 24.a. (filed July 17, 2015); Response of Complainants to Amended Answer, Item 24.a. (filed Sept. 8, 2015).

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

DOUGLAS AND SYLVIA MORRISON
COMPLAINANT

V.

KENTUCKY POWER COMPANY
DEFENDANT

)
) CASE NO.
) 2015-00136
)
)

DATE: November 18, 2015

Please sign in:

NAME

REPRESENTING

Nancy Vinsel

PSC-Legal

Jennifer Fell

PSC-Legal

JEFF JOHNSON

PSC-ENG

Mark R. Overstreet

STITEL & HARRISON RE KPCO

John Regness

KPCO

Matthew Bauer

PSC-FA

Debra Barden

KPCO

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Sylvia Morrison

Complaint

Douglas Morrison

Complaint

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