

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

TRISH R. BROWN)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2018-00345
)	
NOLIN RURAL ELECTRIC COOPERATIVE)	
CORPORATION)	
)	
DEFENDANT)	

ORDER

On October 1, 2018, Ms. Trish R. Brown filed with the Commission a complaint against Nolin Rural Electric Cooperative Corporation (Nolin RECC) requesting that Nolin RECC issue her a refund in the amount of \$195.00. Ms. Brown stated that her account had been taken out of her name without her knowledge and put into the name of another customer. Ms. Brown’s complaint alleges that when she attempted to pay her bill for May and June of 2018, she was informed by Nolin RECC that her account had a credit. Ms. Brown further stated in her complaint that Nolin RECC was now demanding “\$190 to put back on the account”

On October 26, 2018, the Commission issued an Order requiring Nolin RECC to answer the complaint. In its answer, filed November 5, 2018, Nolin RECC stated that Ms. Brown has had electric service at 700 East Lincoln Trail Apt. 1, Radcliffe, Kentucky since October 26, 2012. On July 31, 2018, Nolin RECC received a request from a new customer to connect service. The new customer put down Ms. Brown’s address by

mistake, but this error was not discovered until a later date. Therefore, Nolin RECC took the account at 700 East Lincoln Trail, Apt 1 out of Ms. Brown's name on July 31, 2018. On that date, her account was past due for usage from May 25, 2018, to June 25, 2018, in the amount of \$82.56. Ms. Brown's membership fee of \$5.00, her deposit of \$190.00, and the interest in the amount of \$0.88 were applied to her account.

Nolin RECC issued a final bill for the account on August 2, 2018, for usage from June 25, 2018, to July 31, 2018, in the amount of \$109.26. Once the membership fee, the deposit amount, and the interest were applied to both the past due amount of \$82.56 and the final bill of \$109.26, Nolin RECC thought Ms. Brown was due a \$4.06 refund check. Nolin RECC issued the refund check, and it was cashed.

In September 2018, Nolin RECC discovered its error and contacted Ms. Brown to explain that she would have to repay the membership fee and the deposit. Nolin RECC offered Ms. Brown the option of participating in the pre-pay program that would have eliminated the need for the deposit. Ms. Brown declined this option and signed a four-month contract that allowed her to pay the deposit back in installments. At the time Nolin RECC filed its answer, Ms. Brown had already repaid the membership fee and the entire deposit amount.

Commission Staff issued and Nolin RECC responded to one round of discovery. Ms. Brown was also given the opportunity to file with the Commission any further information she believed to be relevant in the Commission's April 5, 2019 Order. As of the date of this Order, Ms. Brown has not responded.

In her complaint, Ms. Brown requests a refund of \$195.00. Although she does not explicitly say so, it appears that she is asking for the return of her membership fee and the deposit she repaid.

Nolin RECC's tariff states in Section B(9)(T) that the "Cooperative *shall* require a minimum cash deposit or other guaranty to secure payment of bills" (emphasis added). Therefore, Nolin RECC had no choice under its tariff but to arrange for the deposit to be repaid once the error had been discovered. Although changing the name on the account was not Ms. Brown's mistake, she has not incurred any expense as a result of that error. Her deposit was not confiscated; it was applied to her outstanding electric bills. In fact, if Nolin RECC was ordered to return the \$195.00 as requested by Ms. Brown, the practical effect would be to give her two months of free electric service, which is prohibited by KRS 278.160(2) that states "[n]o utility shall charge, demand, collect, or receive from any person a greater or less compensation for any service rendered or to be rendered than that prescribed in its filed schedules" Nolin RECC would be violating its tariff and KRS 278.160 if it provided Ms. Brown's requested relief.

Based on a review of the Complaint and being otherwise sufficiently advised, the Commission finds that there is no evidence that Nolin RECC has violated any statute, regulation, or provision of its tariff.

Based on the foregoing, it is THEREFORE ORDERED that:

1. The Complaint of Trish R. Brown against Nolin RECC is dismissed with prejudice.
2. This case is closed and removed from the Commission's docket.

By the Commission

ENTERED
JUN 05 2019
KENTUCKY PUBLIC
SERVICE COMMISSION

ATTEST:


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