

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JUDY KEITH	)	
	)	
COMPLAINANT	)	
	)	CASE NO.
V.	)	2020-00409
	)	
SOUTHERN MADISON WATER DISTRICT	)	
	)	
DEFENDANT	)	

ORDER

On November 6, 2020, Judy Keith (Complainant) tendered a formal complaint with the Commission against Southern Madison Water District (Southern Madison District) in which Complainant alleges that her in-house water system was damaged as a result of excessive pressure in her line after Southern Madison District performed repairs to a neighboring property.<sup>1</sup> Complainant alleges that the excessive pressure exploded her system, damaging her pump and service line.<sup>2</sup> As the only remedy, Complainant requests that Southern Madison District reimburse her \$2,068.47, representing the value of the damages she sustained as a result of the damage to her system.<sup>3</sup>

KRS 278.260 grants the Commission original jurisdiction over complaints as to rates or service of any utility. No provision of KRS Chapter 278 confers upon the

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<sup>1</sup> Complaint at unnumbered page 1.

<sup>2</sup> *Id.* at 1–2; *see also* Judy Keith Answer to Southern Madison District Motion to Dismiss (filed Feb. 23, 2021) at unnumbered pages 1 and 5.

<sup>3</sup> Complaint at unnumbered pages 1–3.

Commission the authority to award damages, and the Kentucky courts have refused to extend the Commission's jurisdiction to include monetary damage claims. In *Carr v. Cincinnati Bell, Inc.*, 651 S.W.2d 126 (Ky. App. 1983), a customer brought an action in Kenton Circuit Court seeking, among other things, compensatory damages for tortious breach of contract for telephone service. Holding that the Commission had exclusive jurisdiction over the matter, Kenton Circuit Court dismissed the suit. Reversing the circuit court's opinion on this issue, the Court of Appeals said:

[A]ppellant seeks damages for breach of contract. Nowhere in Chapter 278 do we find a delegation of power to the PSC to adjudicate contract claims for unliquidated damages. Nor would it be reasonable to infer that the Commission is so empowered or equipped to handle such claims consistent with constitutional requirement. Kentucky Constitution Section 14.<sup>4</sup>

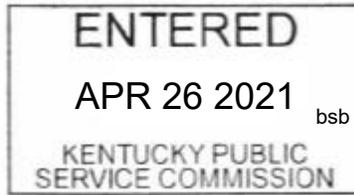
Therefore, the Commission lacks the authority or jurisdiction to adjudicate Complainant's claim for damages. Furthermore, Complainant makes no allegations concerning ongoing service issues warranting further Commission investigation. Having considered the Complaint and being otherwise sufficiently advised, the Commission finds that it does not have jurisdiction to grant the relief requested by the Complainants and that the Complaint should be dismissed.

IT IS THEREFORE ORDERED that the Complaint filed with this Commission on November 6, 2020, is dismissed with prejudice and shall be removed from the Commission's docket.

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<sup>4</sup> *Carr v. Cincinnati Bell, Inc.*, 651 S.W.2d 126, 128 (Ky. App. 1983).

By the Commission



ATTEST:

A handwritten signature in blue ink that reads "Linda C. Budwell". The signature is written in a cursive style and is positioned above a horizontal line.

Executive Director

Case No. 2020-00409

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