

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

BETTY WETHINGTON, COMPLAINANT)
)
VS.) CASE NO. 9616
)
PUBLIC SERVICE COMMISSION, DEFENDANT)

O R D E R

On January 27, 1986, Betty Wethington ("Ms. Wethington") filed a complaint with the Commission against Union Light, Heat and Power ("Union"). Ms. Wethington currently lives at 899 Regal Ridge Drive, Independence, Kentucky, and Union added an outstanding final bill of \$1,360 onto her Regal Ridge account for utility service provided at 2816 Madison Avenue, Covington, Kentucky. According to Ms. Wethington the past due bill was incurred by her minor son, Edward Wethington ("Edward"). Although she was residing with Edward at the time and place the bill was incurred, Ms. Wethington states she never agreed to assume responsibility for the bill. The complaint requested that Union remove the past due bill from her present bill and that Union rescind the present shut-off order.

According to Union, a "Mrs." applied for service at 2816 Madison and requested that service be placed in the name of Edward Wethington. Union's records show that at the time of Ms. Wethington's move to 2816 Madison, she had an unpaid balance owed to Union of \$172 for utility service provided at her previous

address, 1330 Greenup Street, Covington, Kentucky. Union's position is that the \$1,360 is the obligation of Ms. Wethington since she requested the service, lived at the address and paid the rent.

Upon review of the complaint, the Commission concluded that service had been obtained by illegal means within the meaning of 807 KAR 5:006, Section 11(2)(b). Ms. Wethington requested an evidentiary hearing which was denied by the Commission on May 16, 1986. On June 3, 1986, Ms. Wethington petitioned Franklin Circuit Court for an order requiring that a hearing be held, and on July 9, 1986, the Commission conducted a hearing on this complaint.

During the hearing Ms. Wethington testified that Edward had agreed to pay the gas and electric bill at 2816 Madison and to put the service in his name, and that, ". . .he called down there and told them the address and that he was moving in there and he wanted the gas and electric in his name."¹ She further stated that Edward paid some on the gas and electric bills during the year and a half he lived there. However, Edward testified that he never had an agreement with his mother to pay the gas and electric bill,² and further, that during the time he lived at 2816 Madison he never paid any of the bills himself or gave his mother any money towards the bills.³ Union entered as Exhibit 2 a letter sent by Edward to Union dated December 16, 1983, which states in part: "I don't feel like I'm responsible for this bill. She had

¹ Transcript, lines 3-5, page 14.

² Transcript, lines 7-14, page 48.

³ Transcript, lines 20-25 and 1-9, pages 48-49.

the bill. . .put in my name without asking me or telling me that she had done it."⁴

According to the record Edward moved from 2816 Madison Avenue sometime during the period December 1982⁵ - February 1983.⁶ On February 7, 1983, Ms. Wethington signed an Agreement to Pay with Union regarding a debt of \$346 for utility service provided at 2816 Madison. Ms. Wethington acknowledged the debt as hers once she signed. The Agreement was entered by Union as Exhibit 1. Ms. Wethington testified that she did not remember signing it, although she agreed that the signature on the Agreement is hers.⁷

Ms. Wethington remained at 2816 Madison after the date of the agreement until an apartment at 2819 Madison was available, apparently 1 to 3 months later.⁸ During this remaining period at 2816 Madison, Ms. Wethington testified that she made no utility payments.⁹ At 2819 Madison the utilities were initially included in the rent, but at a later date the landlord installed individual meters for each apartment. In October 1984, Ms. Wethington applied for utility service at 2819 Madison but used her maiden name, Betty Pratt.¹⁰ Ms. Wethington stated that she used her

⁴ Transcript, lines 20-24, page 53.

⁵ Transcript, lines 16-17, page 48.

⁶ Transcript, lines 23-24, page 20.

⁷ Transcript, lines 13-16, page 22.

⁸ Transcript, lines 11-17, page 23.

⁹ Transcript, lines 7-19, page 24.

¹⁰ Transcript, lines 8-19, page 17.

maiden name so that she would not get stuck with Edward's bills. Approximately 3 months later Ms. Wethington moved to 899 Regal Ridge using her married name, Betty Wethington, to apply for utility service. The application was approved once she agreed to pay a delinquent utility bill to Union for service at Greenup Street. However, Ms. Wethington testified that at the time of this application she did not tell Union about the utility bill she owed as Betty Pratt on Madison Avenue in the amount of \$533.¹¹

Based upon the testimony given, it is the Commission's opinion that the service requested at 2819 Madison was done so in a fraudulent manner within the meaning of 807 KAR 5:006, Section 11(2)(b). The Commission is also of the opinion that Ms. Wethington's service may be disconnected for nonpayment of her bill pursuant to 807 KAR 5:006, Section 11(2)(a), absent any action by Ms. Wethington to make payment arrangements with Union.

FINDINGS AND ORDERS

After reviewing the record and being fully advised, the Commission is of the opinion and hereby finds that:

1. Ms. Wethington and her family, including Edward, resided at 2816 Madison Avenue, to which Union provided utility service.
2. Conflicting testimony has been given regarding the means by which utility service at 2816 Madison was put in Edward's name.
3. Because of the conflicting testimony and the various actions of Ms. Wethington to obtain utility service, and her

¹¹ Transcript, lines 2-14, page 29.

failure to pay various bills, she caused service to be initiated at 2816 Madison and she is responsible for the unpaid account at that address.

4. By signing the Agreement to Pay Ms. Wethington accepted the utility bill owed for 2816 Madison as her own in the amount of \$346.

5. After signing the Agreement to Pay, Ms. Wethington continued living at 2816 Madison for 1 to 3 months, and no payments were made towards the Agreement or additional utility service provided.

6. Ms. Wethington is the Betty Pratt who applied for and received utility service from Union for 2819 Madison, and application for such service was made in a fraudulent manner.

7. Ms. Wethington has an outstanding bill owed to Union for utility service provided at 2819 Madison in the amount of \$533.

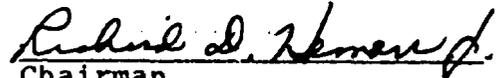
8. Union acted properly in adding the delinquent utility bill to Ms. Wethington's current 899 Regal Ridge account.

9. Union's notice of disconnection for nonpayment is proper, absent any action by Ms. Wethington to make suitable arrangements with Union for payment.

IT IS THEREFORE ORDERED that this case be and it hereby is dismissed.

Done at Frankfort, Kentucky, this 8th day of October, 1986.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:

Executive Director