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February 12, 2009

## PARTIES OF RECORD

Re: Case No. 2008-00486

Attached is a copy of the memorandum which is being filed in the record of the above-referenced case. If you have any comments you would like to make regarding the contents of the informal conference memorandum, please do so within five days of receipt of this letter. If you have any questions, please contact Rick Bertelson at 502/564-3940, Extension 260.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Derouen".

Jeff Derouen  
Executive Director

Attachment

## INTRA-AGENCY MEMORANDUM

### KENTUCKY PUBLIC SERVICE COMMISSION

**TO:** Case File

**FROM:** Rick Bertelson, Staff Attorney

**DATE:** February 12, 2009

**SUBJECT:** Case No. 2008-00486  
Emilyrose Samuels v. Kentucky Power Company  
Informal Conference

A telephonic informal conference ("IC") was held with the parties on February 10, 2009. Those in attendance on the conference call are indicated in the attached sign-in sheet, prepared by Commission Staff. The IC was a follow-up to the IC held on February 6, 2009, at which the terms of a settlement were discussed. The terms of that settlement agreement are documented in the IC memorandum filed in the record of this matter.

The purpose of the February 10, 2009 IC was for the parties to determine if Complainant, Emilyrose Samuels, had provided certain personal information to Kentucky Power Company ("Ky. Power") in order to establish a new customer account in her name with Ky. Power, as the parties had agreed on February 6, 2009. Ms. Samuels did make a \$75 payment on February 6, 2009, as the parties had agreed.

At the beginning of the IC, the above-listed counsel stated that he had received telephone calls from both Ms. Samuels and Ky. Power's counsel the previous day, February 9, 2009. Ms. Samuels had called to state that she had some difficulty in providing her Social Security number to the Ky. Power customer service representative and that she believed that the service representative was not going to allow her to establish an account in her name.

Ky. Power's counsel stated to the Commission Staff counsel that they had received a fax from Ms. Samuels that contained a Social Security number that belonged to someone living in West Virginia. Furthermore, Ky. Power received a separate telephone call from Ms. Samuels' landlord, who told Ky. Power that Ms. Samuels had asked her to sign a statement that Ms. Samuels is a current resident of 140 McKnight Street, Ashland, Kentucky, but that she had refused to sign it. Ky. Power said that it had received a letter by fax from Ms. Samuels regarding her residential status which did contain a signature purporting to be that of Ms. Samuels' landlord, but given the prior telephone call from the landlord, the authenticity of the signature on the letter was in question.

Ky. Power's counsel stated that, in addition to the incorrect Social Security number and the letter with the questionable signature provided by Ms. Samuels, Ky. Power had also determined from Ms. Samuels' driver's license that she had another outstanding electric bill for a separate address in Ashland, Kentucky, with an arrearage totaling \$2,016.65. So, along with the \$1,464.06 arrearage owed by Ms. Samuels for service at the McKnight Street address, Ms. Samuels owes a total of \$3,480.71 to Ky. Power.

Ms. Samuels stated that she had forgotten about the prior \$2,016.65 arrearage. She also stated that she believed she had done all that was required under the settlement reached at the February 6, 2009 IC. She stated that her landlord was being untruthful because of a personal dispute and that she now had a proper letter from her landlord, which she obtained only after giving her landlord a check for \$2,000 the prior evening. Ms. Samuels' husband stated his belief that the landlord was not being truthful due to a substance abuse issue. He also stated that they are on a fixed income and receive only one check per month from his military retirement fund.

Ky. Power stated that it would agree to settle the case if: (a) Ms. Samuels made a payment of \$1,000 by February 12, 2009 (or by February 27, 2009 if Ms. Samuels could get another person to sign as a guarantor for that amount); (b) Ms. Samuels would remain current on her monthly bills from here on; and (c) Ms. Samuels would pay off the remainder of the arrearage in four monthly installments of \$620.18.

Ms. Samuels stated that her friend could "put up her credit card" for the \$1,000 amount. However, Ky. Power noted several problems with using another person's credit card for this purpose. Ky. Power offered to allow Ms. Samuels' friend to provide her electric service account number and Social Security number, and, after verification that the friend was a customer in good standing, Ky. Power would accept her as a guarantor, and if Ms. Samuels failed to pay the \$1,000, that amount would be put on the friend's customer account, which could be paid with a credit card at that time. Ms. Samuels could not agree to those terms. So, the parties agreed that an impasse had been reached.

Commission Staff stated that it would have to make a recommendation to the Commission regarding the disposition of the complaint case and that the Commission would issue an order to that effect in the near future. Based on the Complaint, the Answer, and the information gathered during the two ICs, Commission Staff stated that they would likely recommend that the Complaint be dismissed. Commission Staff thanked the parties for their attempt to reach a settlement and encouraged the parties to continue negotiations outside the presence of Commission Staff if, in the future, they determined that a settlement was possible.

There being no further discussion, the IC was adjourned.