

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JENNIFER LEE HAWKS MEFFERT)	
)	
COMPLAINANT)	
)	
V.)	CASE NO.
)	2025-00130
SALT RIVER ELECTRIC COOPERATIVE)	
CORPORATION)	
)	
DEFENDANT)	

ORDER

On April 21, 2025, Jennifer Lee Hawks Meffert tendered a formal complaint with the Commission against Salt River Electric Cooperative Corporation (Salt River Electric), alleging she was billed for lighting for which she is not responsible.

Pursuant to Commission regulations in 807 KAR 5:001, Section 20(4)(a), upon receipt of a formal complaint, the Commission must determine whether the complaint establishes a *prima facie* case. If the Commission finds that the complainant has established a *prima facie* case, it must order the utility to either satisfy or answer the complaint.¹ The Commission issued an Order dated August 12, 2025, requiring Salt River Electric to satisfy or answer the complaint.² Salt River Electric filed an answer conforming to Commission regulations on September 10, 2025. On November 6, 2025, the

¹ 807 KAR 5:001, Section 20(4)(b).

² Order (Ky. PSC Aug. 12, 2025) at 2.

Commission issued an Order setting a deadline for the parties to request a hearing or provide any additional evidence. Ms. Meffert did not request a hearing but provided additional evidence on December 1, 2025.³ Salt River Electric did not provide additional evidence or request a hearing. This matter is therefore ripe for a decision on the existing record.

BACKGROUND

Ms. Meffert applied for electric service from Salt River Electric on June 1, 2017, by submitting the completed application form referenced in but not reproduced in its tariff.⁴ The application form did not ask which services Ms. Meffert was seeking. The application included language stating that “[t]he Applicant(s) will, when electric energy becomes available, purchase from the Cooperative all electric energy used on the premises described below,” which was the home address identified by Ms. Meffert on both the application and her complaint.⁵

Ms. Meffert’s electric bills included a line item for “Metal Halide” with no further description.⁶ Ms. Meffert received monthly bills with the Metal Halide line-item through March 2022, at which time she converted to Prepay billing, for which participants do not receive a monthly paper bill.⁷ Salt River Electric asserted that on November 16, 2021, “a

³ Jennifer Hawks Meffert Response to Salt River Electric’s Answer (filed Dec. 1, 2025).

⁴ Salt River Electric’s Amended Answer (filed Sept. 10, 2025) at unnumbered 1; Salt River Electric’s Response to Commission Staff’s First Request for Information (Staff’s First Request) (filed June 20, 2025), Item 3 (Application); P.S.C. No. 12, 1st Revised Sheet No. 15 (issued Sept. 1, 2010), effective Sept. 1, 2010.

⁵ Application; (Complaint) at unnumbered PDF page 1.

⁶ Salt River Electric’s Response to Staff’s First Request, Item 1.

⁷ Salt River Electric’s Amended Answer at unnumbered PDF page 1.

security light repair ticket was sent on Ms. [Meffert's] behalf, stating that the light located on the side of the home between her house and barn was out and needed to be repaired. It was repaired on the same day.”⁸ Salt River Electric further asserted that on March 13, 2025:

Ms. [Meffert] called and spoke to an SREC Service Rep to request the security light at her location be repaired. She stated that she thought her neighbor paid for it, but that she always called in for the repairs. When she was told that she had always been billed for the light on her property, she no longer wanted to pay for the light. She requested the light to be disconnected, removed from her bill and insisted on a refund.

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The decision was made by the Manager to refund 24 months of light charges, which was the amount of time Ms. Hawks-Meffert had not been receiving a paper bill due to being on Prepay billing.

The total amount credited to her account was \$298.57.⁹

On April 21, 2025, Ms. Meffert tendered a formal complaint, alleging that Salt River Electric should refund her an additional \$1,008 for charges relating to “the outdoor light that is not on my property.”¹⁰ Salt River Electric’s position is that no further refund should be required because Ms. Meffert (1) utilized and benefitted from the Metal Halide security light in question, and (2) was aware that it was her responsibility due to it being on her bills from 2017 to 2023 and her requesting its repair.¹¹

⁸ Salt River Electric’s Amended Answer at unnumbered PDF page 1.

⁹ Salt River Electric’s Amended Answer at unnumbered PDF page 1-2.

¹⁰ Complaint at unnumbered PDF page 1.

¹¹ Salt River Electric’s Amended Answer at unnumbered PDF page 2.

DISCUSSION AND FINDINGS

Ms. Meffert applied for service, which under the application form provided by Salt River Electric, specified service at her home address. Salt River Electric provided no evidence that Ms. Meffert ever requested lighting service via application or otherwise. Ms. Meffert stated in her complaint that the outdoor light is not on her property. She provided photographs showing that the light is on the opposite side of the road from her residence and asserted that the barn referenced by Salt River Electric does not belong to her.¹² Salt River Electric did not dispute these facts, nor assert that Ms. Meffert ever asked for outdoor lighting service. Ms. Meffert's position is that she was not aware she was being billed for the light until the March 13, 2025 call with Salt River Electric.

The only lighting service listed in Salt River Electric's tariff at the time service began that Ms. Meffert would have qualified to take service under as an individual would be Schedule OL for outdoor lighting.¹³ The rate for Metal Halide bulbs was listed in the OL rate schedule.

Having reviewed the evidence and being sufficiently advised, the Commission finds that Ms. Meffert's complaint should be granted in part. Salt River Electric drafted its tariff and application form, and therefore it should be construed against the drafter utility in case of ambiguity. Under the tariff, a customer takes service via completion of the application form, which specified service at Ms. Meffert's home address, implying only residential service. No evidence would allow the Commission to infer that the outdoor

¹² Jennifer Hawks Meffert Response to Salt River Electric's Answer at unnumbered PDF page 1.

¹³ P.S.C. No. 12, 3rd Original Sheet No. 13 (issued June 14, 2011) effective June 1, 2011.

light in question is attached to Ms. Meffert's property, and she provided evidence that the outdoor light is not on her property and is across the street on a neighbor's property.

Regardless of whether Ms. Meffert knew or should have known that she was being held responsible for the outdoor lighting bill from the line-item on her bills and her requests to repair the light, such a finding would not overcome the initial requirement for establishing outdoor lighting service that she apply for service under Schedule OL. The record provides no facts that suggest she did so. The application, drafted and provided by Salt River Electric, limited the service requested to service at Ms. Meffert's residence, which did not include a light on the other side of the road and not on her property. Therefore, the Commission finds that Schedule OL service was not initiated.

For billing overcollection, the Commission applies the five-year statute of limitations for "[a]n action upon a liability created by statute, when no other time is fixed by the statute creating the liability" under KRS 413.120(2).¹⁴ According to the Kentucky Court of Appeals, "[w]ith the exception of cases involving latent injuries from exposure to harmful substances, Kentucky courts have generally refused to extend the discovery rule without statutory authority to do so."¹⁵ Therefore, the statute of limitations should not be tolled due to Ms. Meffert's alleged delay in discovery until April 2025 that she was paying for the outdoor light. OL charges should be refunded for billings paid from April 21, 2020, through the filing of the complaint on April 21, 2025, less the \$298.57 already refunded. Ms. Meffert's complaint is denied as to any charges paid prior to April 21, 2020.

¹⁴ See Case No. 2023-00331, *Electronic Investigation into Valley Gas, Inc. for an Alleged Failure to Comply with Commission Orders and KRS 278.160* (Ky. PSC Nov. 4, 2024), Order at 7.

¹⁵ *Roman Catholic Diocese of Covington v. Secter*, 966 S.W.2d 286, 288 (Ky. App. 1998); See also *Middleton v. Sampey*, 522 S.W.3d 875, 879 (Ky. App. 2017).

IT IS THEREFORE ORDERED that:

1. Ms. Meffert's complaint is granted in part.
2. Salt River Electric shall refund all Outdoor Lighting charges paid by Ms. Meffert between April 21, 2020, and April 21, 2025, less \$298.57 within 60 days of service of this Order.
3. Ms. Meffert's complaint is denied as to any Outdoor Lighting charges paid before April 21, 2020.
4. A copy of this Order shall be served on Jennifer Lee Hawks Meffert by first class mail to 7182 Bloomfield Rd., Springfield, KY 40069.
5. This case is closed and shall be removed from the Commission's docket.

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Entered on this 7th day of April, 2026.

PUBLIC SERVICE COMMISSION



Angie Hatton
Chairman



Mary Pat Regan
Commissioner



Andrew W. Wood
Commissioner

ATTEST:



Linda C. Bridwell, PE
Executive Director

Service List for 2025-00130

Jennifer L. Hawks Meffert
7182 Bloomfield Road
Springfield, KY 40069

* Salt River Electric Cooperative Corp.
111 West Brashear Avenue
P. O. Box 609
Bardstown, KY 40004