

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

LOUISVILLE GAS AND ELECTRIC COMPANY

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) CASE NO. 92-318
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ALLEGED FAILURE TO COMPLY WITH
COMMISSION REGULATIONS 807 KAR 5:006
AND 807 KAR 5:041

O R D E R

By Order dated August 13, 1992, the Commission directed Louisville Gas and Electric Company ("LG&E") to appear at a hearing on September 2, 1992 to show cause why it should not be subject to the penalties provided for under KRS 278.990 for four probable violations of Commission regulations 807 KAR 5:006, Section 24, and 807 KAR 5:041, Section 3(1). The probable violations arose from an April 28, 1992 accident at 561 Blankenbaker Lane, Louisville, Kentucky, resulting in injuries to an LG&E employee.

At LG&E's request, the hearing was held in abeyance and an informal conference was convened to provide an opportunity to discuss the operative facts surrounding the accident. LG&E appeared at the conference and the discussion with Commission Staff resulted in the filing of a Stipulation of Facts and Agreement ("Stipulation") on October 9, 1992. The Stipulation, attached hereto as Exhibit A and incorporated herein by reference, sets forth the relevant facts and provides that LG&E will pay a civil penalty in the amount of \$5,500 in full satisfaction of all

probable violations. Determining whether the results of the Stipulation are in the public interest and are reasonable, the Commission has taken into consideration the comprehensive nature of the settlement and LG&E's willingness to cooperate to achieve a speedy resolution of this proceeding.

Based on the evidence of record and being otherwise sufficiently advised, the Commission finds that the Stipulation is in accordance with the law and does not violate any regulatory principle. The Stipulation is the product of serious arms-length negotiations among capable, knowledgeable parties, is in the public interest, and results in a reasonable resolution of all issues in this case.

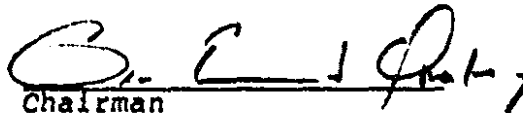
IT IS THEREFORE ORDERED that:

1. The Stipulation be and it hereby is adopted and approved in its entirety as a complete resolution of all issues in this case.

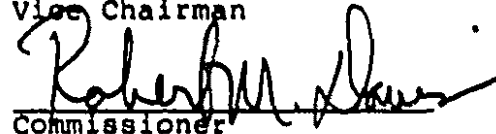
2. LG&E shall pay \$5,500 as a civil penalty within 30 days of the date of this Order by certified check or money order made payable to the Kentucky State Treasurer and mailed or delivered to the Office of General Counsel, Public Service Commission, 730 Schenkel Lane, Frankfort, Kentucky.

Done at Frankfort, Kentucky, this 30th day of October, 1992.

PUBLIC SERVICE COMMISSION


Chairman


Vice Chairman


Commissioner

ATTEST:


Executive Director

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CASE NO. 92-318

STIPULATION OF FACTS AND AGREEMENT

By its Order dated August 13, 1992, the Commission initiated this proceeding to determine whether Louisville Gas and Electric Company ("LG&E") should be subject to penalties prescribed in KRS 278.990 for the probable violations of 807 KAR 5:006, Section 24 and 807 KAR 5:041, Section 3(1). The Order arose out of an accident on April 28, 1992, at 561 Blankenbaker Lane, Louisville, Kentucky, in which an LG&E employee was injured. Pursuant to the Commission's order, an informal conference between LG&E and the Commission Staff ("Staff") was held at the Commission's offices on August 28, 1992.

LG&E and the Staff have agreed that the Commission's determination in this proceeding is one which requires the application of the respective administrative regulations to the facts, and that the facts are not in dispute. A hearing would thus serve no productive purpose. The Staff and LG&E agree that in the event that the Commission rejects the proposed penalty provision set forth in paragraph No. 6, LG&E may, if it desires, submit within fourteen (14) days of such rejection a memorandum setting forth its position with respect to the question of the existence of violations of the above-mentioned Commission regulations.

The following factual matters are submitted for the Commission's consideration in rendering its decision in this proceeding:

EXHIBIT A

1. On April 28, 1992, three LG&E employees were dispatched to remove a pole and one span of 7,200 volt primary conductors, neutral conductors, and associated equipment in the vicinity of 561 Blankenbaker Lane, Louisville, Kentucky. The employees arrived at the site in a digger derrick truck, which carries a bucket attached to a boom used to hoist a worker into the air where the employee can work on conductors, poles, and the like. The crew consisted of a Line Working Foreman and two Linemen. After arriving at the job site, the crew discussed their assignment and determined how they were to accomplish it.

2. At the request of a customer, the crew delayed de-energizing the affected line until later that morning. So as not to waste work time, the crew began to perform other work associated with the project. One of the linemen removed a transformer from the pole at the end of the line, after which he proceeded to remove a lightning arrestor from the same pole. The lineman performed this work while in the truck's bucket. The lineman working in the bucket had not placed any rubber protective devices on the energized lines in the vicinity of where he was working.

3. While the lineman in the bucket was performing this work, the other linemen, Lloyd Neal Purvis, was standing on the ground behind the truck preparing a guy wire. Mr. Purvis finished his preparation of the guy wire and placed it on the ground near the truck. He then approached the truck to get an anchor with which to install the guy wire, and stepped up onto the right rear corner of the truck. He had nothing in his hands as he approached the truck, and he was not wearing protective gloves or sleeves. At the time Mr. Purvis approached the back of the truck, the lineman in the bucket, who was turned in the opposite direction to the energized lines attached to the pole, had completed his task of removing the lightning arrestor and began to bring the bucket down. In so doing, the lineman in the bucket mistakenly moved the bucket towards instead of away from the lines, and the top portion of the boom to which the bucket was attached came into contact with an energized conductor. The electric

current passed to the truck, and Mr. Purvis received a shock as he stepped up onto the truck. Mr. Purvis suffered burns to both hands, his back, and his left foot.

4. The crew had not taken any steps to ground the truck prior to the accident. LG&E promulgated a policy in 1981 that requires all equipment, including trucks, which may become accidentally energized by direct contact with other energized lines to be shorted or grounded. LG&E crews are regularly instructed about the necessity for grounding any truck that is used to hoist employees near energized lines.


5. The Staff conducted an on-site investigation of the accident on April 29, 1992. During that investigation the Staff was informed by LG&E personnel that Mr. Purvis had apparently been injured when a guy wire which he was preparing on a truck became energized. LG&E subsequently determined, based on a June 3, 1992 interview with Mr. Purvis, that the injuries occurred when Mr. Purvis stepped onto the truck while the guy wire was on the ground, not the truck.

6. LG&E will not contest the Commission's Show Cause Order of August 13, 1992, herein, if the Commission approves this Stipulation, including the agreement reached between LG&E and Staff, that LG&E will pay a civil penalty in the amount of \$5,500 (Five Thousand Five Hundred Dollars) in full satisfaction of the four probable violations alleged at page two of the August 13, 1992 Order.

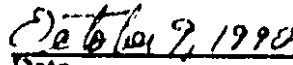
The Staff and LG&E agree that if this Stipulation of Facts and Agreement is not adopted by the Commission in its entirety, the Staff and LG&E reserve their rights to withdraw from the Stipulation and Agreement and require that a Hearing be held on any and all matters involved herein. In such an event, the Parties agree that the contents of this Stipulation and Agreement shall not be deemed binding upon the Parties hereto, and cannot be used as admission by either Party in any forum.

The Staff and LG&E agree that the foregoing Stipulation of Facts and Agreement is reasonable, is in the public interest, and should be adopted in its entirety by the Commission.

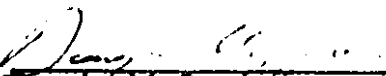
Respectfully submitted,




Richard G. Raff
Counsel for the Staff of the Kentucky
Public Service Commission



Date



Douglas M. Brooks
Counsel for Louisville Gas and
Electric Company



Date