

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

JAMES F. PEPPER, SR.
COMPLAINANT

v.

LOUISVILLE GAS & ELECTRIC COMPANY
DEFENDANT

CASE NO. 95-367

ORDER TO SATISFY OR ANSWER

Louisville Gas & Electric Company ("LG&E") is hereby notified that it has been named as defendant in a formal complaint filed on August 21, 1995, a copy of which is attached hereto.

Pursuant to 807 KAR 5:001, Section 12, LG&E is HEREBY ORDERED to satisfy the matters complained of or file a written answer to the complaint within 10 days from the date of service of this Order.

Should documents of any kind be filed with the Commission in the course of this proceeding, the documents shall also be served on all parties of record.

Done at Frankfort, Kentucky, this 1st day of September, 1995.

ATTEST:

Don Mills
Executive Director

PUBLIC SERVICE COMMISSION

Robert M. Davis
Chairman

Linda K. Brackett
Vice Chairman
Commissioner

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED
AUG 21 1995
PUBLIC SERVICE
COMMISSION

In the Matter of:

James F Peppers Sr
(Your Full Name)
COMPLAINANT

VS.

LOUGAS & Electric Co
(Name of Utility)
DEFENDANT

RECEIVED

AUG 21 1995

PSC Consumer Services

Case No. 95-367

COMPLAINT

The complaint of James F Peppers Sr respectfully shows:
(Your Full Name)

(a) James F Peppers Sr
(Your Full Name)

13605 Old Lagrange Rd
(Your Address)

(b) LOUGAS & Electric Co
(Name of Utility)

Louisville Ky
(Address of Utility)

(c) That: SEE ATTACHED
(Describe here, attaching additional sheets if

necessary, the specific act, fully and clearly, or facts

that are the reason and basis for the complaint.)

Formal Complaint

James F Pepper vs LOW Gas & Electric Co
(Your Name) (Utility Name)

Page 2

It is ~~My~~ contention ~~is~~ that I have been
lied to, discriminated against and
cheated by the Louisville Gas & Electric Co

Wherefore, complainant asks

(Specifically state the

I feel that I should not have
relied desired.)
to pay more for my gas service
than my neighbors on Maple Lane
THAT WERE CONFORM TO THE VERBAL CONTRACT BETWEEN THEIR
REPRESENTATIVE, MR. YUTER DEER, AND ME.

Dated at LOUISVILLE, Kentucky, this 17 day
(Your City)

of AUGUST, 1995.
(Month)

James F Pepper Sr
(Your Signature)

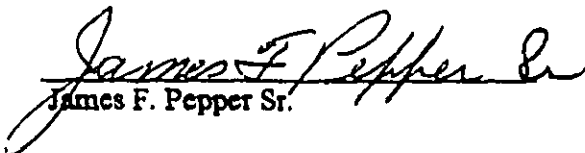
On February 8, 1993, I signed a contract with LG&E to have natural gas brought to my residence at 12605 Old LaGrange Rd., for \$674.00.

The line had to be tunneled under Highway 146, C&X Railroad and Old LaGrange Road. When my adjoining neighbors on Maxie Lane found out that I had a contract to bring the gas to our side of Old LaGrange Road they applied for gas service and signed a contract with LG&E for \$446.00 to get their service from my contract. When I found that this group of six were paying \$227.00 less than me I contacted Mr. Victor Peek with LG&E and complained that I was getting the short end of the stick. Mr. Peek assured me that I would be considered a member of the Maxie Lane group and I would pay no more than the other members.

On December 12, I received a check for \$227.00 from LG&E which made my cost the same as the other members. At this point I was satisfied.

Later, when four (4) new customers, on Maxie Lane, signed up for gas service the original six received a check for \$283.00, I received nothing. The bottom line is that the group paid \$163.00 for their service while I paid \$446.00 for mine. I feel that I have been lied to, discriminated against and cheated by the Louisville Gas & Electric Company.

During this same period of time, nine residents on Old LaGrange Rd., & Collins Lane received gas service for absolutely nothing.


James F. Pepper Sr.

LOUISVILLE GAS & ELECTRIC CONTRACT FOR NATURAL GAS MAIN EXTENSION

This document is a contract between Louisville Gas and Electric Company (hereinafter referred to as "LG&E") and James F. Pepper (hereinafter referred to as "Customer").

I would like LG&E to provide economical, clean burning natural gas for my property at 12605 Old Lorange RD, Louisville, KY 40245 (hereinafter referred to as "Property"). I agree to accept gas service at the time the extension is completed and agree to have a gas furnace, water heater, natural gas light, or gas pool heater operational within twelve months after the extension is completed.

LG&E shall extend its gas main to the Property and shall install 100 feet of extension for each participating customer at no cost. The work will begin as soon as practicable after all required permits and easements are obtained from municipal or state authorities and private property owners.

I further agree to pay LG&E the sum of \$674.10 which is equivalent to 70 feet of gas main at \$9.63 per foot. This price and footage is contingent upon 1 customer(s) participating in this extension proposal. This contract is null and void if fewer/more than 1 customer participates. Such payment may be provided to LG&E in one lump sum or may be divided into four equal quarterly payments (if lump sum amount is \$300 or more). I understand the quarterly payments will be invoiced in separate quarterly statements, which will include an interest charge at the rate of 6% annually.

I would prefer to make:

4 One Lump Sum Payment (Payment Enclosed)

Four Quarterly Payments of \$178.64. (Amount includes 6% interest).

LG&E agrees to refund above 1 participating Customer the amount of \$674.10 for each additional customer actually connected to this extension during the ten year period following the completion date of this gas main extension, but not to further extensions or laterals from such extension. In no event, shall LG&E refund an amount in excess of the cost to the customer listed in paragraph four (4) above. Also, any individual customer refunds will be held until all quarterly payments are made. No refund shall apply on the first gas service connections.

Natural gas service from the gas main extension installed under this contract is subject to the rules and regulations of the Public Service Commission of Kentucky (PSC), and customers will pay the rates set by the PSC for natural gas usage.

The above contract has been prepared on the basis of prevailing construction costs for the Company as of February 3, 1993. This offer is valid for 90 days from this date. Please sign and date your acceptance below. A fully executed copy will be returned for your files after all customers participating in the extension have signed and returned individual contract(s).

Please accept this as my application for a gas meter.

Yes / No

Customer Signature

Victor P. Peek Jr. - LG&E Account Representative

Mailing Address

P.O. Box 32020, Louisville, KY 40232
Address

(502) 627-3687
Phone Number

(502) 627-3687
Phone Number

Phone Number _____

Date _____

Date:

Social Security Number

Place of Employment

Place of Employment
retired U.S. Gov.

JAMES F. PEPPER
12908 OLD LA GRANGE RD.
ANCHORAGE, KY 40248

1090

2/3 10 93 73-377/838

PAY TO THE ORDER OF Louisville Gas & Electric Co. \$ 674.10
six hundred & seventy four dollars DOLLARS

 **Citizens Fidelity Bank**
LA GRANGE, KENTUCKY 40241
A PNC BANK

MEMO _____

100
100
James F. Pepper

PLEASE DETACH BEFORE
PRESENTING CHECK

ENDORSEMENT OF ATTACHED CHECK WILL ACKNOWLEDGE PAYMENT IN FULL OF ITEMS SET FORTH BELOW
Louisville Gas and Electric Company, Louisville, Kentucky

INVOICE NUMBER

GRAND AMOUNT

TAX DEDUCT

NET AMOUNT

CHECK DATE: 12/17/93 CHECK NUMBER: 181232

227.85

0.00

\$227.85

REFUND OF DEPOSIT ON GAS LINE EXTENSION.

JOB# 52472 W15478A MAXEY LN.