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Mr. Jeff DeRouen
Executive Director
Kentucky Public Service Commission
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

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PUBLIC SERVICE
COMMISSION

**Louisville Gas and
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November 15, 2010

**RE: *MARK S. RADELL COMPLAINANT V. LOUISVILLE GAS AND
ELECTRIC COMPANY DEFENDANT***
Case No. 2010-00407

Dear Mr. DeRouen:

Enclosed please find an original and ten (10) copies of the Answer of Louisville Gas and Electric Company to the Complaint of Mark S. Radell in the above-referenced docket.

A copy is being mailed to the Complainant.

Please contact me if you have any questions concerning this filing.

Sincerely,

Rick E. Lovekamp

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

MARK S. RADELL)	
)	
COMPLAINANT)	
)	
v.)	CASE NO.
)	2010-00407
LOUISVILLE GAS AND ELECTRIC)	
COMPANY)	
)	
)	
DEFENDANT)	

* * * * *

ANSWER OF
LOUISVILLE GAS AND ELECTRIC COMPANY

In accordance with the Kentucky Public Service Commission’s (“Commission”) Order of November 1, 2010 in the above-captioned proceeding, Louisville Gas and Electric Company (“LG&E” or the “Company”) respectfully submits this Answer to the Complaint of Mark S. Radell (“Mr. Radell”) filed on October 19, 2010. In support of its Answer, and in response to the specific averments contained in said Complaint, LG&E states as follows:

1. LG&E admits the allegations contained in paragraph (a) of the Complaint, on information and belief.

2. With regard to the allegations contained in paragraph (b) of the Complaint, LG&E states that its primary business address is 220 West Main Street, Louisville, Kentucky 40202.

3. With regard to the allegations contained in paragraph (c) of the Complaint, LG&E states as follows:

a. LG&E admits the statement that “on August 27th 2010 we had a power failure that only affected our home.”

b. With regard to the averment that “LG&E responded rapidly to our call and rapidly determined the problem was with the underground feed to our home,” LG&E affirmatively states that Mr. Radell contacted the Company through the Customer Self Service website on the afternoon of August 27, 2010 to report a power outage at his home. An LG&E trouble technician made a service call to Mr. Radell’s address within about fifteen minutes, and determined there was a problem with one of the wires (called the “hot leg”) leading into his electric meter from his underground service line.

c. With regard to the averment that “[t]hey then told us that it was not their responsibility and proceeded to disconnect the power and left,” LG&E states that because the problem related to the customer’s underground service between the point of delivery (i.e., the pedestal) and the customer’s meter and presented a hazard, the LG&E trouble technician disconnected the service wires to make the situation safe and informed the customer he was responsible for the repair. The LG&E trouble technician further advised that the underground service would need to be repaired by a private electrician, and that the electrical inspector would contact LG&E once the repair was complete, and then power could be restored by LG&E.

d. LG&E admits the statement that “[f]ortunately we were able to have the problem repaired by an electrical contractor on the following day (Saturday).” LG&E was contacted by the electrical inspector on August 28, 2010 and LG&E restored the customer’s power that day.

e. With regard to the averment that “[u]nfortunately this repair cost us \$1445.50 because LG&E accepted no responsibility for the incident,” LG&E admits that Mr. Radell incurred cost to repair his underground service, but the Company’s tariff provides: “5) Customer will provide, own, and operate and maintain all electric facilities on his side of the point of delivery including the service and with the exception of Company’s meter. 6) The normal point of delivery shall be at a junction device at the corner of the lot nearest Company’s facilities. Customer shall bring Customer’s service line to a point within 1 ½ feet of the junction device with a sufficient length of service conductor left coiled above grade for completion of installation.” LG&E Electric Tariff No. 8, Terms and Conditions, Original Sheet No. 106.2(H). On Mr. Radell’s property at this address, the Company’s service line is located in the easement area, just off of Old Harrods Woods Circle. In addition to the tariff language, LG&E makes available on the Company website (http://www.lge-ku.com/rsc/lge/electric_handbook.pdf) a Customer Handbook. Page thirty-nine of this handbook attached as Exhibit A explains the requirements and responsibilities for residential underground service.

f. With regard to the averment that “[t]he following day I filed an online complaint with the PSC,” LG&E admits that Mr. Radell filed a complaint with the Commission.

g. With regard to the averments that “[o]n Monday the 30th I received a reply from Matthew Rhody of your department informing me that the customer was responsible for the meter to the house this was also my understanding. Through several additional emails I was told there may be an exception in their tariffs but the only way to find out would be to file a complaint. Mr. Rhody proceeded to file the complaint with LG&E,” LG&E is without knowledge or information to form a belief as to the truth of these statements, except to state that the customer is responsible for all wiring from the point of delivery to the house as provided in the Company’s tariff on file and approved by the Commission. Further, LG&E affirmatively states that Mr. Rhody is an employee of the Commission.

h. With regard to the statement that “[i]n their reply, LG&E stated that page 97 of the tariffs covered this (see attachment #1). By reading this, I see no place where it states or infers that the underground feeder is my responsibility. In their response, they also made reference to the connection from a device to the house. Since the only device between the transformer and my home is the meter this would appear to support my position.” LG&E affirmatively states that its tariff at Original Sheet No. 97.1 provides that the customer is required to “furnish, install and maintain at Customer’s expense all electrical apparatus and wiring to connect with Company’s service drop or service line.” In this case, the referenced “device” is the pedestal between the Company’s service and the Customer’s service.

i. With regard to the statements that “LG&E’s interpretation of a conversation between one of the representatives and I is also quite different than mine. While the representative did tell me it was my responsibility, my response was that that

only appeared to be their opinion. When she asked me why I didn't question the explanation when the incident happened, I explained that it happened on a Friday evening and I did not want to be without power the entire weekend. I knew the issue would take a while to be resolved. When she asked why the contractor would repair it if it wasn't something they normally did, my response was why wouldn't they since somebody would end up paying them anyway. She never really understood what I was questioning. Overall LG&E's position on this matter has been very defensive. "Why in the world would you question us" seems to be their position instead of trying to explain their position to the customer," LG&E states that following Mr. Radell's filing of the informal complaint with the Commission, a Customer Relations Specialist in LG&E's Customer Commitment Department contacted Mr. Radell to discuss his complaint. LG&E further states the Customer Relations Specialist tried to explain to Mr. Radell why the customer was responsible for the costs of the repair in this situation. LG&E apologizes for not seeming to understand what Mr. Radell was questioning during the call.

j. With regard to Mr. Radell's request for relief for "[r]eimbursement of all of my expenses for the repair (1445.50)," LG&E denies that it is responsible for this cost.

4. LG&E denies all allegations contained in the Complaint which are not expressly admitted in the foregoing paragraphs of this Answer.

FIRST AFFIRMATIVE DEFENSE

The Complaint, or parts of it, fails to set forth any claim upon which relief can be granted by this Commission and, therefore should be dismissed.

SECOND AFFIRMATIVE DEFENSE

The Complainant has failed to set forth a *prima facie* case that LG&E has violated its tariff or any statute or Commission regulation, and the Complaint should be dismissed for that reason.

WHEREFORE, for all of the reasons set forth above, Louisville Gas and Electric Company respectfully requests:

- (1) that the Complaint herein be dismissed without further action taken by the Commission;
- (2) that this matter be closed on the Commission's docket; and
- (3) that LG&E be afforded any and all other relief to which it may be entitled.

Dated: November 15, 2010

Respectfully submitted,



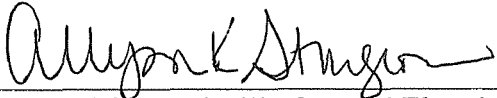
Allyson K. Sturgeon
Senior Corporate Attorney
LG&E and KU Services LLC
220 West Main Street
Louisville, Kentucky 40202
(502) 627-2088

Counsel for Louisville Gas and Electric
Company

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Answer was served on the following on the 15th day of November, 2010, U.S. mail, postage prepaid:

Mr. Mark S. Radell
10933 Old Harrods Circle
Louisville, Kentucky 40223

A handwritten signature in cursive script, appearing to read "Allison K. Stinger", written over a horizontal line.

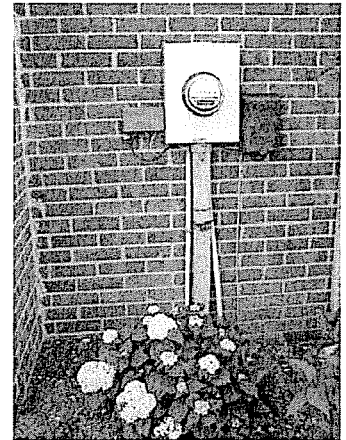
Counsel for Louisville Gas and Electric
Company

Permanent Underground Residential Electric Services

Burial Requirements

The National Electrical Safety Code (NESC®) and the National Electrical Code (NEC®) have established minimum burial depths for the safe installation of underground electrical conductors. The Customer's service must be brought to within 18" of a splice box or transformer, as required. Sufficient slack, as shown on the standards #51 04 03, must be left such that LG&E can connect the service. LG&E will make the connection to the Customer's cable and activate service once all of the requirements for service have been met and LG&E is notified that the Customer is ready for service.

The Customer at all times must ensure the burial depth meets code requirements and is sufficient to protect the service conductor from damage imposed by expected surface usage and/or changes in grade. For additional information on burial requirements, refer to the latest edition of the NESC®, NEC®, or contact the Authorized Inspection Authority.



Responsibilities

The illustration below shows a typical underground electrical service and identifies the shared responsibilities between LG&E and the Customer. LG&E strongly encourages Customers to install all underground service conductors in approved conduit to avoid damage, to extend life of the cable system and to facilitate replacement when necessary.

Customer Owned and Installed

(All Equipment Installed To LG&E Specifications)

- Splice Box (Overhead To Underground Service Only)
- Meter Base, Meter Enclosures And Disconnect
- Service Lines And Conduit To The Transformer Or Splice Box
- Ground Conductors, Rods, Etc.

LG&E Owned and Installed Equipment

- Transformer And/Or Splice Box
- Utility Secondary Lines To The Customers Point Of Ownership
- Meter And Metering Transformers, If Applicable

Note: Instrument transformers, if required, will be provided by the utility, but installed by the Customer. The utility will provide and install any associated meter wiring.

Construction Standards

All permanent residential underground services in underground fed subdivisions are to be installed in accordance with LG&E Standard Drawing 52 01 06 found in Part 7.

When an underground service is requested in an area where electric facilities are overhead, the Customer will usually be required to install a splice box for LG&E's use in accordance with the requirements of LG&E Standard Drawing 51 04 03 found in Part 7. LG&E will take ownership of the splice box once the installation has been approved for use and service has been connected.

