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COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION

CASE NO. 2021-00204

JOE A. BROWDER, JR.

COMPLAINANT

V. **REPLY OF COMPLAINANT TO ANSWER OF LG&E**
DATED JULY 12, 2021

LOUISVILLE GAS AND ELECTRIC COMPANY

DEFENDANT

Comes the Complainant, Joe A. Browder, Jr. And in reply to the Answer of Defendant LG&E of July 12, 2021 hereby states as follows:

1. With respect to Defendant's address affirmation, I state that Defendant also has addresses of 820 West Broadway, Louisville, Ky. 40202-2218 and of P.O. Box 25211, Lehigh Valley, Pa. 18002-5211, and that I have received mail from and sent mail to (including pleadings in this action) Defendant at both these addresses and none of my mail has been returned as undeliverable.

2. With respect to denials, etc. In paragraph 2 of Answer LG&E did deliberately fail to turn off my utilities at 3607 Manslick Road, Apt. 13A despite acknowledging my request for same, and has continued to bill me for use of utilities knowing that I moved out of the unit on or about February 16, 2021.

Defendant's averment that I "initiated services at the premises on June 22, 2021" is intentionally misleading, and is a half-truth. I actually moved to that address from 614 West

Breckenridge Street, Apt. 4A on that date and had my LG&E services transferred. I had already been an LG&E customer since July, 2012, with uninterrupted service for the entire 9 (nine) years and had been refunded 2 (two) deposits for prompt payments, a deposit for each of the addresses.

LG&E admitted to having a key to the Manslick Road basement where the meters are located. LG&E cannot possibly seek to blame me for the “stairway being iced over”, an act of nature. LG&E’s “notice of March 1, 2021 asked me to contact the landlord not LG&E to arrange access to the meters, which I did. Thereafter, their story differs for the property manager Angie’s who verbally told me that she and/or another Metro Property Management employee had waited for an LG&E technician on two or more occasions, and that the technician never showed up.

Metro Property Management purchased the property from Denton-Floyd Property Management in late 2020, yet LG&E “learned that a new company was now managing the premises in April 2021” when “requesting a new key” to the basement. This is ridiculous, as the property management company provides the water, thus would have to change the account when transferred late in 2020.

LG&E admits to my notification that I was moving within the required three working days stipulated in 807 KAR 5: 006... (Metro Property Management was also notified of my moving), and that “(b) the customer shall not be responsible for charges for service beyond the three (3) day notice period if the customer provides access to the meter during the notice period in accordance with section 20 of this administrative regulation”. LG&E contends that “Complainant did not provide access to the meter as required by subparagraph (b) above”. LG&E attempts to make incorrect interpretations of both the laws and the facts to escape responsibility. Subparagraph (b) states specifically: “...in accordance with section 20 of this administration...”. Section 20 mandates “The utility shall at all reasonable hours have access to

meters, service connections and other property owned by it AND LOCATED ON CUSTOMER'S PREMISES for purposes of installation, maintenance, meter reading, operation replacement or removal of its property...". First LG&E has admitted that the meters WERE NOT ON THE PREMISES OF APARTMENT 13A, but were in a basement requiring a separate key, which their technician had, but which I the Complainant never had. The "Customer" having access to the meters was Metro Property Management, LG&E water customer. LG&E admits to having difficulty "obtaining a new key from the property management company of record, beginning in mid-April and completing turn-off request on April 29, 2021". As per the statements of LG&E, Customer Service was well-aware that the "customer" responsible for granting access to the meters was Metro Management, not me the Complainant.

LG&E should be Ordered to refund to me, the Complainant all monies for the final payment of \$246.84 made by me the Complainant that are in excess of 3 (three) days past February 16, 2021; relegation my account No. 3500-0016-8491 to a zero-balance in good standing; and to all other stipulations deemed appropriate by this Commission.

REPLIES TO FIRST, SECOND AND THIRD "AFFIRMATIVE DEFENSES"

My Complaint does indeed set forth Claims upon which relief may be granted, and I am entitled to same.

By its own admissions in its "Answer", LG&E has admitted that it was not me the Complainant that was in violation of 807 KAR 5:006 Section 13; Section 20, as stated herein above; but the actual Premises Customer having access to the LG&E meters, one Metro Property Management.

This Complaint is not a rate dispute as averred by LG&E. It is about my being wrongfully billed after moving out of an apartment; giving landlord and LG&E proper notice; continuously for

over two months; while both landlord and LG&E were aware that I did not have access to the meters to grant nor deny LG&E. I made all good-faith efforts to mitigate damages.

Relief requested herein above should be granted; as should all other just relief.

Respectfully submitted,



Joe A. Browder, Jr., Complainant

NOTICE/SERVICE

I hereby certify filing with the Kentucky Public Service Commission, 211 Sower Blvd., P.O. Box 615, Frankfort, Ky. 40602-0615; and service on:

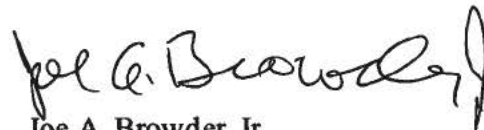
Sara V. Judd, Esq., Senior Corporate Counsel

Louisville Gas and Electric Company

220 West Main St.

Louisville, Ky. 40202

On the 16th day of July, 2021.



Joe A. Browder, Jr.

P.O. Box 1071

Louisville, Ky. 40201-1071