

NOV 29 2021

PUBLIC SERVICE  
COMMISSION

COMMONWEALTH OF KENTUCKY

PUBLIC SERVICE COMMISSION

CASE NO. 2021-00204

JOE A. BROWDER, JR.

COMPLAINANT

**COMPLAINANT'S REPLY TO DEFENDANT'S RESPONSE TO****V. STAFF REQUEST OF SEPTEMBER 1, 2021****INFORMAL CONFERENCE**

LOUISVILLE GAS AND ELECTRIC COMPANY

DEFENDANT

Comes the Complainant, Joe A. Browder, Jr. And in Reply to the above-referenced Pleading of Defendant served on September 15, 2021; do Reply as follows:

It was not I the Complainant, but Metro Property Management who was the Statutory "Customer" based on the meters being in the referenced "locked basement/cellar area" per LG&E Answer of July 12, 2021; Page 2, Paragraph 2.

In their original Answer of July 12, 2021, LG&E stated their technician could not get into the meter area the "locked basement/cellar" on the dates of February 17, 24,25, and 26, 2021. Now in the Response to Staff Request LG&E contradicts those statements by stating "a reading was obtained on February 10, 2021".

LG&E has stated that they "could not confirm that the internal process (which is not required by regulation) for situations where a key does not work in a rental premises was followed", where the technician should return to the premises to verify that the key does not work; and if not, then contact the property manager/landlord". Based on this admission, and the fact that the meters were not on the apartment "premises" or living quarters, but actually in the locked basement/cellar under control of the landlord (the de facto "customer" by virtue of both control and of being the paying water customer); I could never have been deemed as responsible for granting nor denying the technician nor anyone else access to the locked basement /cellar area housing the meters.

LG&E is well aware that Metro Property Management was the actual "customer responsible for granting and denying access to all meters at the referenced site pursuant to 807 KAR 5:0006, Section 20; as stated on Page 2, Paragraph 3 of my Reply received at the Public Service Commission on July 19, 2021.

I, the Complainant made concerted efforts to mitigate costs, that is, contacting both LG&E employees and Angie of Metro Property Management (who stated that Metro employees waited in vain on at least two occasions for an LG&E technician who never showed up to turn off the utilities). See also the admission of LG&E that “their internal policy was not followed” referenced above. I was never even aware of the locations of the meters until contacted by LG&E.

It was never within my power to grant nor deny access to the areas in which the meters were located and none of them were in, nor physically attached to the apartment area that was my dwelling place at 3607 Manslick Road, Apartment 13A, Louisville. I was not the Statutory “Customer” and LG&E has admitted to failing to meet its own internally generated responsibilities to contact the Statutory “Customer” Property Manager Angie/Landlord Metro Property Management; and to continuing to bill me for their own faulty acts/omissions.

I could not possibly owe an additional \$101.29. I am due a refund of the majority of the \$246.84 and also to at least \$200.00 is compensatory damages for out-of-pocket litigation expenses and mental anguish; both associated with this ordeal. Wherefore, I pray for same, and for all other just and proper relief.

/s/ Joe A. Browder, Jr., Complainant

November 29, 2021

**NOTICE SERVICE**

I hereby certify filing by email to [psced@ky.gov](mailto:psced@ky.gov); and service, by first-class mail on:

Sarah V. Judd, Esq.,

Senior Corporate Counsel

Louisville Gas and Electric Company

200 West main St.

Louisville, Ky. 40202:

On this the 29<sup>th</sup> day of November, 2021.

/s/ Joe A. Browder, Jr.

P.O. Box 1071

Louisville, Ky. 40201



