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March 28, 2006

VIA HAND DELIVERY

RECEIVED

Elizabeth O'Donnell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, Kentucky 40601

MAR 28 2006

PUBLIC SERVICE  
COMMISSION

**RE: Patricia Conner Young v. Louisville Gas and Electric Company**  
**Case No. 2004-00425**

Dear Ms. O'Donnell:

Please find enclosed reprints of the bills and disconnection notices ("brown bills") of Louisville Gas and Electric Company ("LG&E") for the residential account of Patricia M. Young (now Pratt, hereinafter "Ms. Pratt") for service to 610 Oak Branch Road between bill due dates November 14, 2005 and March 16, 2006. Please also find enclosed copies of certain information from LG&E's electric trouble system, as well as disconnection and reconnection information concerning the same account.

On March 15, 2006, there was an informal conference at the Commission concerning this case. Although all parties agreed at the informal conference that they had resolved the issues of which Ms. Pratt complained in her initial complaint and subsequent filings, Ms. Pratt stated that she was concerned with respect to two additional incidents involving her account, both disconnections, which she stated occurred on January 6 and 20, 2006. To resolve Ms. Pratt's concerns, Staff Counsel J.E.B. Pinney requested that LG&E provide additional information for Ms. Pratt's account; this letter and the attachments hereto are LG&E's response to that request.

In addition to the attached information, the following timeline and explanation of events (with reference to the attached information) may be useful:

1. Ms. Pratt's bill due November 14, 2005 showed an amount owed on her account of \$600.86, of which \$388.60 was the previously existing balance on her account as of

October 26, 2005, and \$212.26 was for utility and other charges as of October 26, 2005.<sup>1</sup>

2. On November 3, 2005, LG&E received Ms. Pratt's payment of \$388.60, leaving a balance of \$212.26 on her account (the amount of her utility and other charges as of October 26, 2005, see ¶ 1).<sup>2</sup>
3. Ms. Pratt received a brown bill with a final pay date of December 5, 2005, which stated the reason for disconnection as a delinquent amount due as of November 17, 2005, for utility charges of \$212.26.<sup>3</sup>
4. On December 1, 2005, a representative of a community action agency contacted LG&E and pledged \$106.00 to pay down some of the balance on Ms. Pratt's account (\$106.26 of the delinquent balance remained). As a result of the pledge, LG&E changed the final pay date for the remaining delinquent balance to January 6, 2006. (Note that Ms. Pratt stated during the informal conference that she had obtained a community action agency pledge of \$250.00 in December 2005. LG&E's records show no evidence of such a pledge in December 2005, though one was made in February 2006.)<sup>4</sup>
5. On December 5, 2005, LG&E received the pledged \$106.00 (see ¶ 4) and credited it to Ms. Pratt's account.<sup>5</sup>
6. Ms. Pratt's next bill, with a due date of December 15, 2005, showed a total amount due of \$467.86, of which \$212.26 was the balance due as of November 29, 2005, and \$255.60 was for utility charges as of November 29, 2005. The bill also stated that a late charge of \$12.78 would be assessed after the due date of the bill (for a total amount due after the due date of \$480.64).<sup>6</sup> (Note that this bill issued prior to LG&E's receipt of the pledge payment discussed in ¶¶ 4 and 5 above.)
7. Ms. Pratt then received a new brown bill with a final pay date of January 6, 2006 (see ¶ 4 above). The delinquent amount due listed on the brown bill was \$374.64, which is \$480.64 (see ¶ 6) minus \$106.00 (see ¶ 5).<sup>7</sup>

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<sup>1</sup> See Attachment 1 (a copy of Ms. Pratt's bill with a due date of November 14, 2005).

<sup>2</sup> See Attachment 12 (Customer Transaction History 6/3/2004 - 3/25/2006).

<sup>3</sup> See Attachment 2 (a copy of Ms. Pratt's brown bill with a final pay date of December 5, 2005).

<sup>4</sup> The community action agency pledged \$250.00 on February 2, 2006. LG&E received payment on the pledge and credited Ms. Pratt's account on February 3, 2006. See Attachment 12 (Customer Transaction History 6/3/2004 - 3/25/2006).

<sup>5</sup> See Attachment 12 (Customer Transaction History 6/3/2004 - 3/25/2006).

<sup>6</sup> See Attachment 3 (a copy of Ms. Pratt's bill with a due date of December 15, 2005).

<sup>7</sup> See Attachment 4 (a copy of Ms. Pratt's brown bill with a final pay date of January 6, 2006).

8. On January 10, 2006 -- four days after the final pay date of her last brown bill, and LG&E not having received any further payment or pledge -- a contractor working for LG&E disconnected Ms. Pratt's gas service at approximately 1:51 p.m. The contractor noted in his field remarks that Ms. Pratt's electric meter base and "jiffy lock" (a lock attached to prevent tampering) were damaged, which damage prevented the contractor from disconnecting Ms. Pratt's electric service.<sup>8</sup>
9. LG&E's Customer Transaction History for Ms. Pratt shows a payment of \$374.64 on January 10, 2006, the same day LG&E disconnected her gas service;<sup>9</sup> however, LG&E is not aware of any record indicating that Ms. Pratt made her payment prior to being disconnected.
10. LG&E's records indicate that Ms. Pratt did not call to request that her gas be reconnected until approximately 9:20 p.m. on January 10, 2006.<sup>10</sup> LG&E restored her gas service at 1:00 a.m. on January 11, 2006.<sup>11</sup>
11. On January 20, 2006, LG&E's electric trouble staff, responding to the contractor's report that Ms. Pratt's electric meter base was damaged (see ¶ 8), disconnected Ms. Pratt's electric service at the pedestal at approximately 7:07 p.m.<sup>12</sup>
12. In response to a call from Mr. James Pratt at approximately 7:09 p.m. on January 20, 2006, LG&E dispatched a serviceman to determine if it appeared safe to reconnect Ms. Pratt's electric service.<sup>13</sup> LG&E restored Ms. Pratt's electric service at approximately 8:09 p.m.<sup>14</sup> Thus, Ms. Pratt was without electric service for approximately one hour.

In view of these facts, LG&E's position is that both of the disconnections of which Ms. Pratt now complains were completely justified. The disconnection of her gas service on January 10, 2006, resulted from Ms. Pratt's non-payment, and her service was restored within twelve hours.

LG&E also maintains that the January 20, 2006 disconnection and rapid reconnection of Ms. Pratt's electric service were justified. As shown above and in the attached documents, when LG&E's contractor disconnected Ms. Pratt's gas service on January 10, 2006, he reported that Ms. Pratt's electric meter base and "jiffy lock" were damaged. Though LG&E regrets that its

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<sup>8</sup> See Attachment 10. The next to last line on the first page, marked "FLD RMK" (i.e., field remark), states: "ELEC BASE AND JL DMGD CLNT REMV." This means, "Electric [meter] base and jiffy lock damaged, couldn't remove."

<sup>9</sup> See Attachment 12 (Customer Transaction History 6/3/2004 - 3/25/2006).

<sup>10</sup> See Attachment 11 (Trouble Order Entry screenshot).

<sup>11</sup> See Attachment 10 (second page).

<sup>12</sup> See Attachment 11 (Trouble Order Entry screenshot).

<sup>13</sup> See Attachment 11 (Trouble Order Entry screenshot).

<sup>14</sup> See Attachment 11 (Trouble Order Entry screenshot).

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electric trouble crew did not disconnect Ms. Pratt's service until ten days after the report, the delay does not make any less justifiable the disconnection. And LG&E's rapid response to Mr. Pratt's complaint about the service outage -- Ms. Pratt's service was reconnected in about an hour after a closer inspection of the electric meter base -- demonstrates LG&E's commitment to customer service.

LG&E hopes that this letter and the attached documents satisfy Mr. Pinney's request and Ms. Pratt's complaints. In the event that the Commission would like for LG&E to produce further documentation, it stands ready to do so in order to bring this matter to a speedy resolution.

Finally, LG&E would like to state that it harbors no ill will toward Ms. Pratt; rather, LG&E's employees and agents have endeavored to act professionally and courteously toward Ms. Pratt and will continue to do so. Nonetheless, LG&E's records indicate that Ms. Pratt is eligible for disconnection yet again on April 4, 2006;<sup>15</sup> however, provided that Ms. Pratt remains current on her account and does not damage LG&E's equipment, there should be no reason for further disputes between Ms. Pratt and LG&E.

Should you have any questions or need any additional information, please contact me at your convenience.

Yours very truly,



W. Duncan Crosby III

WDC/ec  
Enclosures  
cc: J.E.B. Pinney  
Patricia Conner Pratt

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<sup>15</sup> See Attachment 8 (a copy of Ms. Pratt's bill with a due date of March 16, 2006); Attachment 9 (a copy of Ms. Pratt's brown bill with a final pay date of April 4, 2006).

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KENTUCKY PUBLIC SERVICE COMMISSION

MAIN CASE FILE NOTES

3/28/10 - LG+E Filing - Attachments  
Not SCANNED due to  
Personal Information